

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Tuesday, May 27, 2025
5:30 p.m. Workshop/Regular Session
*(regular session will begin immediately following workshop)***

Notice is hereby given that a regular meeting of the City Council of the City of Lampasas, Texas will be held on Tuesday, May 27, 2025 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
5:30 p.m.**

1. Call to order Workshop Session
2. Discussion regarding Lampasas County Appraisal District FY 2025/2026 Proposed Budget. *(pgs. 5-12)*
3. Discussion regarding 2022 CO Issue Projects and Prioritization. *(pgs. 13-14)*
4. Discussion regarding Tentative Budget Workshop Dates and Times. *(pgs. 15-16)*
5. Discussion regarding WWTP Solids Handling Project and Funding. *(pgs. 17-18)*
6. Discussion regarding any item on the regular agenda
7. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Service Recognitions
 - Colton Baker- 10 Years
 - Marcial Chapa- 15 Years

PUBLIC HEARINGS/CITIZEN COMMENTS
3-Minute Time Limit

PAGES

1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A
2.0 MINUTES		
2.1	Discussion and possible action regarding approval of minutes of the Regular Meeting held on May 12, 2025	19-28
3.0 CONSENT AGENDA		
3.1	Discussion and possible action regarding the second reading of an Ordinance to rezone property described as lots 1-6, Block 5, Whites Addition, from Commercial to Single Residential Family-6 “SF-6”, commonly known as East Avenue I.	29-30
3.2	Discussion and possible action regarding the second reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance.	31-32
3.3	Discussion and possible action regarding the April 2025 Investment Report	33-52

4.0	BOARDS/DEPARTMENT REPORTS	PAGES
4.1	<ol style="list-style-type: none"> 1. Library Monthly Report 2. Golf Course Monthly Report 3. Municipal Court Monthly Report 4. City Secretary Monthly Report 5. Utility Billing and Collections Monthly Report 6. Public Works Monthly Report for Electric, Streets, Water/Wastewater 7. Police Department Monthly Report 8. Building Official Monthly Report 9. Economic Development Monthly 10. Fire Department Monthly Report 11. Parks and Recreation Monthly Report 12. Information Systems Monthly Report 	53-72
5.0	ROUTINE MATTERS	PAGES
5.1	CITY MANAGER’S OPERATIONAL REPORT <ul style="list-style-type: none"> • Airport • CIP • Upcoming Dates • Fire Department • Appreciation 	73-74
5.2	MAYOR’S COMMENTS	N/A

6.0	UNFINISHED BUSINESS	N/A
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7.0	NEW BUSINESS	PAGES
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7.1	Discussion and possible action regarding approval of a contract for grant administration services with Langford Community Management Services (LCMS) for U.S. Environmental Protection Agency (EPA) \$1,000,000 grant for the City of Lampasas Wastewater Treatment Solids Handling Project.	75-96
7.2	Discussion and possible action regarding approval of a contract for engineering services with Jones Heroy & Associates, Inc. for U.S. Environmental Protection Agency (EPA) \$1,000,000 grant for the City of Lampasas Wastewater Treatment Solids Handling Project.	97-138
7.3	Discussion and possible action regarding authorization of funding in the amount of \$3,554,455.00 for the Wastewater Treatment Plant Solids Handling Project.	139-140
7.4	Discussion and possible action regarding 2022 CO Issue Projects and Prioritization	141-142
7.5	Discussion and possible action regarding the Stars at Night event to be held at Campbell Park Pavilion on March 7, 2026, from 8:00 a.m. to 10:00 p.m.	143-148
7.6	Discussion and possible action regarding the construction of a 1400 sq ft concrete slab at the Animal Shelter in the amount of \$15,800.00 to expand the existing dog run with additional chain link fence	149-154
7.7	Discussion and possible action to approve the budgeted repair expenses for the Fire Department Ladder Truck in the amount of \$149,992.08.	155-170
7.8	Discussion and possible action to consider approval of funds in the amount of \$31,140.00 to cover the cost to replace rescue tools (jaws of life) for the City of Lampasas Fire Department.	171-172
7.9	Discussion, consideration and possible action regarding engineering proposal from Eckermann Engineering, Inc. for ADA Parking Improvements at Hostess House.	173-180

Adjourn into Executive Session

EXECUTIVE SESSION

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

8.1	Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties, or discipline of a public officer or employee; City Manager; and other personnel matters as allowed by Texas Government Code, Chapter 551
8.2	Section 551.071 (1) (A) and 551.07 (2), Consultation with Attorney by telephone and/or in person concerning matters upon which the attorney has a duty and/or responsibility to report to the governmental body; and/or other matters posted on the regular agenda
8.3	Adjourn Executive Session and Reconvene Regular Session

REGULAR SESSION

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

Adjourn

I, Becky Sims, City Secretary of the City of Lampasas, Texas, do hereby certify that this Notice of Meeting was posted on the bulletin board/front window of City Hall, 312 East Third Street, Lampasas, Texas, at a place readily accessible to the general public at all times, on the 23 day of May 2025 at 2:00pm


Becky Sims, City Secretary

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

Subject:

Discussion regarding Lampasas County Appraisal District FY 2025/2026 Proposed Budget.

Requested By: Lampasas Central Appraisal District

Submitted By: Erin Corbell, City Manager

Date Submitted: May 22, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

This item has been placed on the workshop to report that the proposed budget will be presented to the Board of Directors for review and approval on May 29, 2025 @ 2:30PM, the regular BOD meeting will be held Lampasas Central Appraisal District 109 E 5th St, Lampasas, TX 76550.

The 2026 LCAD Proposed Budget and 2026 LCAD Budget Cost Allocations by Taxing Unit is included for your review.

As a reminder, as reported earlier this year by Mr. Saucedo, Chief Appraiser, this budget may be on the higher end of prior budgets, the LCAD had a budgetary short fall in 2024 and is expecting budgetary short fall in 2025. Planning for well qualified staff is key to the success of Lampasas Central Appraisal District.

Recommendation:

Discussion only

2026 ALLOCATION OF COST OF LAMPASAS CENTRAL APPRAISAL DISTRICT												
Cost allocation is based on 2025 Preliminary Values as 5.16.2025												
	Tax Unit	Levy in Lamp. Co	% Appraisal	Budget Allocation	Appraisal Allocation	80%	Levy Collected by LCAD	% Collections	Collections Allocation	20%	Total Allocation	Quarterly Payment
1	Lampasas County	\$ 11,187,219	0.275141595	\$ 437,278	\$ 349,823	\$ 349,823	\$ 11,187,219	0.287587004	\$ 91,411	\$ 91,411	\$ 441,234	\$ 110,308.50
2	Lampasas County R&B	\$ 3,792,702	0.093278774	\$ 148,246	\$ 118,597	\$ 118,597	\$ 3,792,702	0.097498029	\$ 30,990	\$ 30,990	\$ 149,588	\$ 37,396.90
3	Lampasas ISD	\$ 18,853,793	0.463695461	\$ 736,944	\$ 589,555	\$ 589,555	\$ 18,853,793	0.484669679	\$ 154,056	\$ 154,056	\$ 743,611	\$ 185,902.64
4	Lampasas City	\$ 2,520,913	0.06200004	\$ 98,536	\$ 78,829	\$ 78,829	\$ 2,520,913	0.064804472	\$ 20,599	\$ 20,599	\$ 99,427	\$ 24,856.77
5	Lometa ISD	\$ 2,057,633	0.050606002	\$ 80,427	\$ 64,342	\$ 64,342	\$ 2,057,633	0.05289505	\$ 16,813	\$ 16,813	\$ 81,155	\$ 20,288.72
6	Copperas Cove City	\$ 1,195,686	0.029407036	\$ 46,736	\$ 37,389	\$ 37,389	\$ 1,195,686	0	\$ 0	\$ 0	\$ 37,389	\$ 9,347.23
7	Kempner City	\$ 337,968	0.00831208	\$ 13,210	\$ 10,568	\$ 10,568	\$ 337,968	0.008688058	\$ 2,762	\$ 2,762	\$ 13,330	\$ 3,332.44
8	Evant ISD	\$ 124,155	0.003053503	\$ 4,853	\$ 3,882	\$ 3,882	\$ 124,155	0	\$ 0	\$ 0	\$ 3,882	\$ 970.58
9	Lometa City	\$ 150,066	0.003690765	\$ 5,866	\$ 4,693	\$ 4,693	\$ 150,066	0.003857709	\$ 1,226	\$ 1,226	\$ 5,919	\$ 1,479.68
10	Goldthwaite CISD	\$ 435,357	0.010707292	\$ 17,017	\$ 13,614	\$ 13,614	\$ 435,357	0	\$ 0	\$ 0	\$ 13,614	\$ 3,403.39
11	San Saba ISD	\$ 4,369	0.000107452	\$ 171	\$ 137	\$ 137	\$ 4,369	0	\$ 0	\$ 0	\$ 137	\$ 34.15
		\$ 40,659,861	1	\$ 1,589,284	\$ 1,271,427	\$ 1,271,427	\$ 38,900,294	1	\$ 317,857	\$ 317,857	\$ 1,589,284	\$ 397,321.00

LAMPASAS CENTRAL APPRAISAL DISTRICT Proposed 2026 BUDGET			
	2025 Approved	2026 Proposed	Percent Change
INCOME			
7 Income from Tax Units	\$ 879,470.79	\$1,578,283.97	
8 Interest Income	\$ 5,000.00	\$5,000.00	
9 Tax Certificate Income	\$ 6,000.00	\$6,000.00	
10 Miscellaneous Income			
11 Total Income	\$ 890,470.79	\$1,589,283.97	78.48%
EXPENSES			
14 Appraisal Firm Assistance (Capitol Appraisal Group)	\$ 15,000.00	\$16,250.00	8.33% Contact renewal coming up
15 Accounting Services	\$ 3,500.00	\$4,500.00	28.57% Will need more help from Bookkeeper on collections reconciliations
16 Audit	\$ 12,000.00	\$12,000.00	0.00% No Change
17 Appraisal Review Board	\$ 7,500.00	\$12,000.00	60.00% Was reduce in 2025 with more homes and land developments you will have more protest
18 Insurance Bond, Liability, Bldg, Texas Employment Commission Payroll-Workers Comp-Unemployment	\$ 7,000.00	\$8,500.00	21.43% Collections department has not been bonded properly
19 Legal Services (MVEBA)	\$ 5,000.00	\$10,000.00	100.00% With more growth of complex properties requires more legal services
20 BIS Server Back Ups (Yearly Service)		\$5,400.00	New
21 BIS Dead Processing		\$44,000.00	New
22 BIS Email Archiver Service		\$416.00	New
23 BIS Email Hosting		\$762.00	New
24 BIS GIS Maintenance Yearly Service		\$12,300.00	New
25 BIS GIS Technical Support		\$20,000.00	Additional Mapping Corrections Missing PIDS
26 BIS IT Physical Server		\$1,800.00	New
27 BIS Online Truth and Taxation Calculator (Yearly Service)		\$3,150.00	SB2 Requirement
28 BIS Online Truth and Taxation Website (Yearly Service)		\$3,150.00	SB2
29 BIS Cyber Security & IT Maintenance (Yearly Service)		\$21,265.00	New -\$4,000 from next year budget set up fee
30 Pictometry Imagery (Eagle View)	\$ 35,200.00	\$48,700.00	38.35% Need to change to a two year fly over during continued growth
31 Notices and Advertisements (Lampasas Dispatch & Killeen Daily Heard)	\$ 1,500.00	\$4,500.00	200.00% Need to meet all statutory requirements
32 Payroll-Salaries	\$ 387,979.00	\$560,405.00	44.44% Salary Employee Retentions
33 Payroll-Medicare & Social Security	\$ 29,580.39	\$42,870.98	44.44% Salary Employee Retentions
34 Payroll-Retirement (TODRS)	\$ 40,621.40	\$58,674.40	44.44% Salary Employee Retentions
35 Payroll-Medical Insurance	\$ 80,000.00	\$130,116.00	62.65% Salary Employee Retentions
36 Payroll-Workers Comp.-Unemployment		\$2,500.00	Salary Employee Retentions
37 Merit/Certification Pay		\$9,827.58	Merit Salary pay for certifications
38 Contract Labor (Eagle Appraisal Group Appraisal of Commercial Property)	\$ 10,000.00	\$30,000.00	200.00% New Eagle Appraisal Group Commercial Contract
39 Contract Labor (Western Appraisal Group)	\$ -	\$ -	Now in line item 38
40 Postage-Mailings	\$ 3,500.00	\$43,000.00	22.86% Had been previously reduced CAD did not meet all notice requirements in 2024 or 2025
41 Vehicle Expense	\$ 3,500.00	\$3,500.00	0.00% No Change
42 Education Dues and Memberships	\$ 5,000.00	\$6,500.00	30.00% 7 Appraisal Staff 1 Collection staff 2 Notaries 2 Collection Bonds
43 Education Expenses-Tuition/Registration Fees	\$ 5,500.00	\$9,750.00	77.27% 7 Appraisal Staff 1 Collection staff
44 Education Travel Expense	\$ 4,000.00	\$7,750.00	93.75% 7 Appraisal Staff 1 Collection staff
45 Service Contracts (Appraisal, Collections, Mobile Devices Software)	\$ 54,120.00	\$68,439.00	26.46% Software Vendor Increase
46 Office Supplies, Office Equipment Maintenance	\$ 16,000.00	\$16,000.00	0.00% No Change
47 Utilities-Phone-Internet	\$ 10,000.00	\$10,000.00	0.00% No Change
48 Contingency	\$ -	\$15,000.00	Had been previously removed
49 Computer Equipment-Copier and Supplies	\$ 7,500.00	\$7,500.00	0.00% No Change
50 Building Cleaning, Maintenance, Repairs	\$ 2,500.00	\$4,500.00	80.00% 40 Year Old Building
51 No New Revenue Website and Mailings, Notices on Website, ARB Database	\$ 5,000.00	\$5,000.00	0.00% Required No Change

52	Professional Services (Ratio Study Software)		\$5,000.00		Ratio Study Software For SDPVS Tax Code Section 5.10 Government Code Section 403.302.	
53	Professional Services (Ratio Study Software)		\$15,000.00		Ratio Study Software For SDPVS Tax Code Section 5.10 Government Code Section 403.302.	
54	Software Principle (Software Conversion)	\$ 66,869.55		0.00%	Harris Govern PACS Software Conversion from P&A	
55	Software Interest on long term debt.(Software Conversion)	\$ 19,255.45		0.00%	Estimated \$450,000 owed	
56	Homestead Exemption (HS audit software True Roll)	\$ 21,246.00		54.13%	Homestead Audit.TPTC 11.32 (c).(SB) 1801 New 5 year audit: 1.1.2024	
57	Mobile Devices (New Purchases)		\$44,216.00		Mobile Device Software (New Purchases) was not purchased in 2025	
58	Principal on long term debt				Now item 54	
59	Interest on long term debt				Now item 55	
60	Capital Outlay					
61	Office Furniture		\$10,000.00		CAD Office Furniture	
62	PTAD MAP Software (\$6,500/Year 2 year contract)		\$6,600.00		PTAD MAP Software (\$6,500/Year 2 year contract)	
63	Air Conditioner Repair & Install Mint Split		\$8,600.00		CAD Air Conditioner Repair & Install Mint Split	
64	Building Roof Repair		\$49,000.00		CAD Building Repair Roof	
65	Computer hardware software maintenance				PACS Server Memory, VPN Local Backup, NAS back up & Online Backups X3	
66	Records management		\$12,220.00		RCI Record Management State Compliance clean up back room	
67	Records management Digitizing Documents		\$60,000.00		RCI Record Management State Compliance Digitize data	
	Total Expense	\$ 890,470.79	\$1,589,283.97	78.48%		
PAYROLL AND BENEFITS						
1	Chief Appraiser CCA RPA RTA	\$ 128,750.00	\$ 13,011.60	\$250.00	\$9,849.38	13,480.13
2	Appraiser-Supervisor RPA IV	\$ 54,600.00	\$ 13,011.60	\$250.00	\$4,176.90	5,716.62
3	Appraiser-RPA IV	\$ 66,250.00	\$ 13,011.60	\$250.00	\$5,221.13	7,145.78
4	Appraiser RPA I	\$ 44,100.00	\$ 13,011.60	\$250.00	\$3,373.65	4,617.27
5	Appraiser RPA I	\$ 44,100.00	\$ 13,011.60	\$250.00	\$3,373.65	4,617.27
6	Appraiser RPA I	\$ 44,100.00	\$ 13,011.60	\$250.00	\$3,373.65	4,617.27
7	Appraiser RPA I	\$ 44,100.00	\$ 13,011.60	\$250.00	\$3,373.65	4,617.27
8	Collections-Supervisor Clerical RTA I	\$ 52,600.00	\$ 13,011.60	\$250.00	\$4,016.25	5,496.75
9	Collections / Clerical	\$ 48,300.00	\$ 13,011.60	\$250.00	\$3,694.95	5,057.01
10	Collections / Clerical	\$ 31,605.00	\$ 13,011.60	\$250.00	\$2,417.78	3,309.04
	Totals	\$ 560,405.00	\$ 130,116.00	\$2,500.00	\$42,870.98	58,674.40
	Appraiser-Supervisor RPA IV	\$ 4,160.00			\$318.24	435.55
	Appraiser-RPA IV	\$ 2,080.00			\$159.12	217.78
	Collection-Supervisor RTA I	\$ 2,080.00			\$159.12	217.78
	Appraiser-RPA II	\$ 2,080.00			\$159.12	217.78
	Appraiser-RPA II	\$ 2,080.00			\$159.12	217.78
		\$ 8,320.00			\$636.48	871.10
DETAILED EXPLANATION OF INCOME						
			2025	2026		
	Income from Tax Units		\$ 879,470.79	\$1,578,283.97		
	<i>The tax units of Larnapas CAD pay their proportionate cost of operating the district based on the tax dollars generated. A detailed allocation of the cost of operations to each tax unit is attached as a part of the proposed budget. The actual billing amount will be based on the tax levies of each tax unit in the fall of 2025. Their payments are billed and collected quarterly.</i>					
	Interest Income		\$ 5,000.00			

Merit/Certification Pay Employee retention and certification pay for passing state exams.				\$9,827.58		
Contract Labor The District contracts with Eagle Appraisal Group to appraise commercial properties.		\$10,000.00		\$30,000.00		
Medicare and Social Security This account covers the employer contributions for each employee to social security and Medicare.		\$29,880.39		\$42,870.98		
Retirement The Board of Directors moved the retirement system from a private system to Texas County and District Retirement system in December, 2019. This system provides a more stable retirement program than the private one at a similar cost.		\$40,821.40		\$58,674.40		
Medical Insurance 10% increase is budgeted based on typical increases in insurance programs.		\$80,000.00		\$130,116.00		
Workers' Compensation This District provides workers' compensation insurance through the Texas Municipal League.		\$-		\$2,500.00		
Postage The District mails notices to all accounts that increase more than \$1000 in value, all business personal property 12,500 notices, and 20,500 tax statements. Additionally, there are numerous other mailings required by law. 1,100 accounts @ \$9.89 these mailings are required to be sent via certified mail. 1,132 mail outs to 249 Tax Agents 4,500 mail outs to 90 Mortgage Companies		\$35,000.00		\$43,000.00		
Vehicle Expense The District owns two older vehicles, but plans to discontinue it's use in the near future.		\$3,500.00		\$3,500.00		
Education Dues and Memberships Expenses-Tuition/Registration Fees Travel Expense Classes are required for all employees registered with the Texas Department of Licensing and Regulation. Basic classes are provided to all employees on law and the property tax system. This account covers mileage paid for travel to schools and conferences, meal costs, and hotel expenses.		\$14,500.00		\$24,000.00		
Service Contracts The District has a (CAMA) computer assisted mass appraisal computer system and a collection software that requires annual maintenance fees. The main increase is for the installation of the new CAMA software. The increase in pricing, includes the required website to be in compliance with SB 2 passed during the 2019 legislative session. This increase would also allow our collection only accounts to be accessible online as well. Also, we have an annual license cost with ESRI for our mapping software.		\$54,120.00		\$68,439.00		
Supplies Paper, envelopes, and other office supplies are paid from this account.		\$16,000.00		\$16,000.00		
Utilities Electric usage, water, sewer, trash pickup, and phone service is provided by this account.		\$10,000.00		\$10,000.00		
Contingency This account is a Board restricted account that will be used if needed for additional legal expense, or other unforeseen expenses. The necessary increases in value may result in litigation or other unforeseen circumstances.		\$-		\$15,000.00		

Computer Equipment This account includes computer supplies for printers, and updates of PCs as needed. The District may need to upgrade computers in order support the new software.	\$	7,500.00	\$7,500.00		
Accounting Services The Board approved transferring the payroll and general ledger accounting to a local accountant to ensure separation of authority and responsibility in financial matters. The accounting firm also reconciles bank statements and prepares financial reports monthly.	\$	3,500.00	\$4,500.00		
Building Maintenance and Repairs This amount covers cleaning, other repairs, and mowing of back lot.	\$	2,500.00	\$4,500.00		
No New Revenue Website and Mailings/Value Notices on Website The 2019 State Legislature passed legislation requiring the creation of this website and the mailing of postcards to all taxpayers in the district. That mailing is done in August and gives taxpayers information on the proposed tax rates for all tax units and when budget hearings will be held for the entities. New law: Districts must publish all appraisal notices on the website (25.19n) House Bill 796 requires districts to create an online database containing information on hearings conducted by the ARB.	\$	5,000.00	\$5,000.00		
Professional Services (Ratio Study Software Carahsoft) Professional Services (Ratio Study Software) The District needs to perform ratio study county wide for SDPVS Tax Code Section 5.10 Government Code Sectio	\$	-	\$5,000.00		
Homestead Exemption SB 1801 requires appraisal districts to review each homestead exemption at least once every five years to confirm that the property still qualifies for the exemption. LCAD will be using True Roll to assist with this.	\$	21,246.00	\$32,746.00		
Mobile Devices (New Purchases) Mobil Device Software (New Purchases) This will enable the appraisers to expedite the workload they face in the field.			\$44,218.00		
Software Principle & Interest This is payment for the installation from the 2023 CAMA software conversion.	\$	86,124.00	\$86,124.00		
Office Furniture CAD Office Furniture - Most all furniture is in excess of 20 years old and falling apart. Some employees are buying their own furniture and chairs. The CAD needs new furniture to accommodate new employees and future growth.			\$10,000.00		
PTAD MAP Software (\$6,500/Year 2 year contract) The (PTAD) Property Tax Assistance Division of the Texas Comptroller's office, oversees and audits appraisal districts every year to ensure proper performance, compliance and governance. The tools will assist with keeping track of MAP review questions insuring compliance and safe keeping of CAD records.			\$6,500.00		
Air Conditioner Repair & Install Mini Split The District needs two AC mini splits for both back rooms. Currently one back office has two appraisers and will hold one new appraiser, the AC unit in this office had to be removed due to water damaged from our leaky roof. The other back room will be converted into a back office for future employees.			\$8,600.00		
Building Roof Repair The District building is over 40 years old and has not had regular Maintenance, the CAD building leaks on the south east of the building every time it rains, we need to prevent structural and interior damages. We also need to check for mold and/or interior wall damage.			\$49,000.00		

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

Subject:

Discussion regarding 2022 CO Issue Projects and Prioritization.

Requested By: Erin Corbell, City Manager

Submitted By: Erin Corbell, City Manager

Date Submitted: May 23, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

Fund 65- 2022 CO Issue- Balance \$6,861,735.30

Attachments:

Summary Statement:

In 2022, Certificates of Obligation were issued with the following identified projects and associated costs:

- WWTP, Pre-treatment, Belt Press: \$3,000,000
- Hostess House: \$800,000
- Water, Upper Pressure Plane Improvements: \$1,000,000
- WW Interceptor Upgrade: \$500,000
- W/WW Lab Exterior: \$250,000
- Sewer Line- Pecan, 5th-9th: \$250,000
- Water Looping- Live Oak, North-2nd: \$250,000
- Calvert Basement: \$250,000

Total identified costs = \$6,300,000

Current costs associated with the above projects exceed \$14,000,000.

With the Hostess House completion estimated to be near \$1,900,000 and allocation of \$2,554,455 to move forward with WWTP belt press replacement (with \$1,000,000 EPA grant), roughly \$2,427,000 remains to be allocated toward the other projects identified with the CO Issue.

W/WW staff identifies injection site upgrades to be top priority with remaining funds for system efficiency and staff safety. With that project, 2022 CO Issue funds will be exhausted.

Recommendation:

Discussion regarding prioritization of remaining 2022 CO Issue projects.

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City Manager

ITEM NO. WORKSHOP-4

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

Subject:

Discussion regarding Tentative Budget Workshop Dates and Times.

Requested By: Erin Corbell, City Manager

Submitted By: Erin Corbell, City Manager

Date Submitted: May 23, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement: N/A

Attachments: N/A

Summary Statement:

Staff is proposing the following dates for budget workshops:

July 7th at 3 pm

July 14th at 3 pm

July 21st at 3 pm

Recommendation:

Discussion regarding dates for budget workshops.

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

Subject:

Discussion regarding WWTP Solids Handling Project to include funding.

Requested By: Van Sims, Water Wastewater Operations Manager

Submitted By: Van Sims, Water Wastewater Operations Manager

Date Submitted: May 20, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

N/A

Attachments: N/A

Summary Statement:

This item has been placed on the workshop agenda to discuss the critical upgrade needs for the Wastewater Treatment Facility Solids Handling System. The existing equipment and infrastructure have reached the end of their service life, resulting in increased maintenance costs, inefficiencies, and compliance risks. In response, the City developed a Solids Handling Improvements Project to upgrade and modernize the facility's sludge dewatering and processing systems. In 2023, the City applied for and was awarded a \$1,000,000 grant from the U.S. Environmental Protection Agency through the Community Grants Program to support the project. The estimated cost of the project and City's share includes grant administrative fees, engineering services, and constructions costs totaling \$2,554,455.00

Recommendation:

Discussion Only

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**MINUTES OF REGULAR CALLED MEETING OF THE GOVERNING BODY
OF THE CITY OF LAMPASAS, TEXAS
CALVERT MUNICIPAL BUILDING
CITY COUNCIL CHAMBERS
302 E THIRD STREET
Monday, May 13, 2025
5:30 p.m. Special 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 Pearce presiding.

Council Members Present:

Eric Hernandez
Charlie Pratus (left at 6:21)
Davis Keele
Myles Haider (left at 5:35)
Cathy Kuehne
Dorothy Person
Edward Gold

Council Members Absent

Zachary Morris

City Staff Present:

Erin Corbell, City Manager
Becky Sims, City Secretary
Kristy Acevedo, IT Administrator
Kayleigh Stanley, Executive Secretary
Jody Cummings, Police Chief
Joe Adams, Fire Chief
Wayne Sanders, Electric Superintendent
Van Sims, W/WW Director
John McElroy, Public Works Director
Yvonne Moreno, Finance Director
Robert Gradel, Municipal Judge
Charlie Boswell, Assistant Police Chief
Robyn White, Public Works Secretary

SPECIAL SESSION

5:30 pm

I. Call to Order

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

II. Conduct and accept Canvass of Votes for the City of Lampasas City Council General Election held on May 3, 2025.

Council member Keele moved to accept the Canvass of Votes for the City of Lampasas City Council General Election, the motion was seconded by Council member Kuehne and with a unanimous vote, the motion carried. (Morris absent)

III. Administer Oath of Office to the newly elected and re-elected Council Members.



IV. Present outgoing Council members with appreciation gift.

Council member Haider was presented with a token gift of appreciation for his time and commitment to the City of Lampasas.

V. Administer Oath of Office to the Municipal Court Judge, Robert Gradel.



VI. Discussion and possible action concerning the appointment of the Mayor Pro-Tem for the 2025-2026 term.

Council member Keele moved to appoint Council member Kuehne as Mayor Pro-Tem for the 2025-2026 term, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

VII. Adjourn Special Session

Council member Pratus moved to adjourn special session at 5:38 pm, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.

WORKSHOP SESSION

1. Call to order Workshop Session

Mayor Pearce called the workshop session to order at 5:38 p.m.

2. Discussion regarding Chamber of Commerce Bi-Annual Report.

Becky Sims, City Secretary advised Council that the report has been reviewed and items presented for reimbursement have been validated. There was a decrease in membership; however, there were several new members that joined the Chamber during this review period.

Melissa Unger, Chamber of Commerce Executive Director, provided an overview of items presented in the report; specifically, events, web analytics and travel information outlining visitors per month.

3. Discussion regarding Hostess House Structural Report provided by LOC Consultants.

Mr. Ortiz, LOC Structural Engineer reviewed the report presented to Council; highlighting the original construction in the 1930's, and renovations in 1946, 1947, 1990 and 1995.

Overall site observations did not reveal any defects that would be considered unsafe conditions. Findings were as follows:

- *The existing upgraded first and second floor structure generally meets the 2021 IBC live load requirement of 100 PSF.*
- *The existing building lateral wall bracing systems do not comply with the current IBC 2021 code. However, the existing lateral wall systems appear to have performed adequately to date.*
- *For historical buildings, the 2021 international existing building code (2021 IEBC) allows for options for controlled departure from full compliance with the 2021 IBC due to the IEBC code provision defined as "technically infeasible".*
- *Under limited circumstances, the international existing building code (2021 IEBC), an existing building can be made to comply with the laws under which the building was originally built as long as there has been no substantial structural damage and there is limited structural alteration. Such is the case with the Hostess House original building 1990's renovation.*

Note: The City of Lampasas adopted the 2021 International Code Council; however, has not specifically adopted the 2021 International Existing Building Code.

Option 1: Perform incidental building upgrades to improve the building's exterior lateral wall bracing systems where it feasible and practical. This would include a retrofit of the second level beam and column system supporting the roof structure, repairing the minor stone veneer defect, and upgrading exterior wood framed wall systems by adding plywood sheathing at the interior where feasible.

Discussion regarding gaps in windows, doors and walls between the Engineer, Architect, Bureau Veritas, City Manager and Council were brought to light regarding the building envelope, the building will not meet energy standards and without the sheathing, while it has lasted until now, it could mold over time. An option would be a moisture resistant solution. Allowing the building to breathe has been beneficial up to this point.

Option 2: This option would target a total comprehensive structural upgrade of the entire original building in an attempt to comply with current 2021 IBC requirements. Removal of all exterior wood wall finishes and removal of the first and second flooring for review and comprehensive remediation as required. The second level exterior stone wall system may require a new back up stud wall system with a retrofit anchor system to the new back up stud wall system. The lateral wall systems if found to be code deficient to any degree might require additional wall bracing systems within the interior of the building to include interior stud wall retrofit upgrades at both levels and perhaps strategically placed structural steel braced frame systems from the roof to the foundation level. These retrofit items in an attempt to meet current code compliance would be very invasive, impractical, and cost prohibitive because this work would go well beyond the value of the building.

Option 3: Demolition of the entire building and rebuild to current code if there are resources for this. It is my opinion that option 3 would probably be more economical than option 2 given the requirements.

Based on the above assessment, I recommend that option 1 be implemented as the optimal solution to the exterior wall systems. LOC is available to perform this task immediately upon request.

The review consisted of an on-site review only and is intended to cover only the aforementioned items. Neither the review nor the report is intended to cover comprehensive architectural, structural, mechanical or electrical issues.

4. Discussion regarding FY 2026 Budget rollout.

City Manager, Erin Corbell, provided copies of justification sheets to Council showing how staff will prepare for the upcoming budget cycle. Ms. Corbell inquired about Budget Workshop meeting times and dates. The norm has been to meet in 2-hour increments, Ms. Corbell in recommending 2- or 3-full day meetings. Council was asked to review schedules and provide recommendations to Staff at the next meeting.

5. Discussion regarding any item on the regular agenda

N/A

6. Adjourn Workshop Session

Council member Pratus made a motion to adjourn workshop session at 6:21 p.m, the motion was seconded by Council member Hernandez, and with a unanimous vote, the motion carried.

Without objection, Council took a 10-minute break.

REGULAR SESSION

ANNOUNCEMENTS

A. Call to Order

Mayor Pearce called the Regular Session to order at 6:32 p.m

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.
-----	-----------------------------------------------------------------------------------------------------------------------------------------------------

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.

1.3	Public hearing to receive citizen comments regarding a request to rezone property described as lots 1-6, Block 5, Whites Addition, from Commercial to Single Residential Family-6 “SF-6”, commonly known as East Avenue I.
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Mayor Pearce opened the public hearing

City Secretary, Becky Sims, provided:

Sixto Rocha, owner is asking to consider approval, denial, or approval with modification(s) a request to rezone property from Commercial “C” to Single Family Residential-6 “SF-6”

The area is characterized as suburban mixed use as defined in the comprehensive plan. The property is surrounded by single family homes and commercial property.

All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed eighteen (18) notices to property owners within 200 feet of the applicant’s property, as of the date of this report no letters in favor and one in opposition have been received.

With no citizen comments, the public hearing was closed.

1.4	Public hearing to receive citizen comments regarding a request to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance.
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Mayor Pearce opened the public hearing

John McElroy, Public Works Director, spoke to Council to explain the need to have a clear ordinance written to protect the City regarding our maintenance policy. It will be the responsibility of the property owner to repair from their tap to their house and the City will repair from the tap to the City main.

With no public comments, the public hearing was closed.

2.0	MINUTES
2.1	Discussion and possible action regarding approval of minutes of the Regular Meeting held on April 28, 2025

Mayor Pro-Tem Kuehne moved to approve the minutes as presented, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Pratus absent)

3.0	CONSENT AGENDA
3.1	Discussion and possible action regarding purchases and charges in excess of \$4,000 from April 1, 2025- April 30, 2025.
3.2	Discussion and possible action regarding the March 2025 Investment Report

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

4.0	BOARDS/DEPARTMENT REPORTS
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5.0	ROUTINE MATTERS
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5.1	<i>City Manager Operational Report</i>	
	<i>Hostess House</i>	<i>Crews anticipate completion in late June if allowed to proceed with work. Items to be completed outside of include completion of FDC, ADA compliance of parking lot and procurement of furniture (tables and chairs).</i>
	<i>Airport</i>	<i>Fuel tank has been installed and fuel ordered. Tank will be programmed and will be open to fuel sales soon. This should increase airport operations, which are actively being tracked thank to the Lampasas Pilots Association. Airport manager interviews are scheduled for this week.</i>
	<i>CYSA</i>	<i>The Courtyard Square Association is kicking off their summer events with a movie night on May 30th and a weekend concert series throughout June.</i>
	<i>Budget</i>	<i>Staff is in full swing with budget, with each department working on their budget requests and capital improvement programs. Organizations typically receiving budgetary support from the city have been contacted with funding requests due to city staff by May 31, 2025. Budget work sessions will begin with council in July.</i>
	<i>Municipal Buildings</i>	<i>Recent weather events have indicated some water leaks at both the Calvert Building and at City Hall. Staff is working with TML on potential claims. The AC repair for the Calvert Building is mostly complete with final work to be completed on May 13th. Staff will be coming to council at our next meeting to request a small, independent mini-split be installed in the AV room at the Calvert Building that would help maintain the integrity of the equipment in the room should any future failures in the AC system be experienced.</i>

5.2	MAYOR'S COMMENTS
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Mayor Pearce thanked the outgoing Council members for their duties to the citizens of Lampasas and welcomed Edward Gold and Dorothy Person to the dais. He expressed his gratitude for their focus on Lampasas and dedication to the city.

6.0	UNFINISHED BUSINESS
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There was no unfinished business.

7.0	NEW BUSINESS
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7.1	Discuss and consider the selection of winner of the website photo contest entry
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Mayor Pro-Tem Kuehne moved select the website photo contest entry. The motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Pratus absent)

7.2	Discussion and possible action to select a member of Council to sit on the Capital Improvement Program Committee (CIP) Board.
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With Council member Person volunteering to sit on the CIP Board, Mayor Pro-Tem Kuehne moved to appoint Council member Person to the Capital Improvement Program Committee (CIP) Board, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Pratus absent)

7.2	Discussion and acceptance of the Lampasas County Chamber of Commerce and Visitor Center Bi-Annual Report.
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Mayor Pro-Tem Kuehne moved to accept the Lampasas County Chamber of Commerce and Visitor Center Bi-Annual Report, the motion was seconded by Council member Keele, and with a unanimous vote, the motion carried. (Pratus absent)

7.3	Discuss and consider a Resolution of the City Council to support the Spring Ho Festival to be held July 7-13, 2025
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Council member Keele moved to approve the Resolution in support the Spring Ho Festival to be held July 7-13, 2025, the motion was seconded by Council member Person and with a unanimous vote, the motion carried. (Pratus absent)

7.4	Discussion and possible action regarding HOT Fund request by the Spring Ho Committee in an amount not to exceed \$7,500.00 for the Annual Spring Ho Festival July 7-13, 2025.
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Council member Keele moved to accept the Hot Funds request by the Spring Ho Committee in an amount not to exceed \$7,500 for the Annual Spring Ho Festival July 7-13, 2025, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Pratus absent)

7.5	Discussion and possible action regarding approval of Spring Ho Fireworks Event coordinated by Pyrotecnico Fireworks, Inc. to be held during Spring Ho week at Gavin Garrett Soccer Field on July 9, 2025.
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Mayor Pro-Tem Kuehne moved to approve the Spring Ho Fireworks Event coordinated by Pyrotecnico Fireworks, Inc. to be held during Spring Ho week at Gavin Garrett Soccer Field on July 9, 2025, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Pratus absent)

7.6	Discussion and possible action to move the Monday, May 26, 2025 City Council meeting to Tuesday, May 27, 2025 due to the Memorial Day holiday.
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Mayor Pro-Tem Kuehne moved to move the Monday, May 26, 2025 City Council meeting to Tuesday, May 27, 2025 due to the Memorial Day holiday, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Pratus absent)

7.7	Discussion and possible action to consider approval, denial or approval with modification a request to rezone property described as lots 1-6, Block 5, Whites Addition, from Commercial to Single Residential Family-6 “SF-6”, commonly known as East Avenue I.
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Council member Hernandez moved to approve a request to rezone property described as lots 1-6, Block 5, Whites Addition, from Commercial to Single Family Residential-6 “SF-6”, the motion was seconded by Mayor Pro-Tem Kuehne and with a unanimous vote, the motion carried. (Pratus absent)

7.8	Discussion and possible action regarding the first reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance.
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Council member Keele moved to approve the first reading of an ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Pratus absent)

7.9	Discussion and possible action regarding consideration of approval of option 1 as defined in the Structural Assessment provided by LOC Consultants for the Hostess House.
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Mayor Pro-Tem Kuehne moved to remove the stop work order and move forward with option 1 as defined in the Structural Assessment provided by LOC Consultants, the motion was seconded by Council Member Hernandez and with a unanimous vote, the motion carried. (Pratus absent)

7.10	Discussion and possible action to purchase electrical service poles from Techline, Inc. in the amount of \$18,000.00.
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Council member Keele moved to approve the purchase of electrical service poles from Techline, Inc in the amount of \$18,000,00 the motion was seconded by Mayor Pro-Tem Kuehne, and with a unanimous vote, the motion carried. (Pratus absent)

7.11	Discussion and possible action regarding the closure of third street from Live Oak to Pecan on May 30, 2025 from 7:00 p.m.-11:00 p.m. for movie night on the square hosted by Pretty Little Things.
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Council member Hernandez moved to approve the closure of third street from Live Oak to Pecan on May 30, 2025 from 7:00 pm -11:00 pm for movie night on the square hosted by Pretty Little Things, the motion was seconded by Mayor Pro-Tem Kuehne, and with a unanimous vote, the motion carried. (Pratus absent)

Adjourn into Executive Session

Council member Hernandez moved to adjourn into Executive Session at 7:30 pm, the motion was seconded by Council member Keele, and with a unanimous vote, the motion carried. (Pratus 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:

Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties, or discipline of a public officer or employee; City Manager; and other personnel matters as allowed by Texas Government Code, Chapter 551

Van Sims, Stephen Sewell and Jason Jones were asked to join Executive Session, they came out of Executive Session at 8:15.

City Manager, Erin Corbell, came out of Executive Session at 8:40 and rejoined shortly thereafter.

Adjourn executive session and reconvene Regular Session

Council reconvened Regular Session at 9:10 pm

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

No action came out of executive session

Adjourn

Council member Hernandez moved to adjourn at 9:12pm, the motion was seconded by Mayor Pro-Tem Kuehne and with a unanimous vote, the motion carried. (Pratus absent)

PASSED AND APPROVED this _____ day of _____, 2025.

Herb Pearce, Mayor

ATTEST

Becky Sims, City Secretary

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cc
City Manager

ITEM NO. 3.1

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

Subject:

Discussion and possible action to approve the second reading of an Ordinance to rezone property described as lots 1-6, Block 5, Whites Addition, from Commercial "C" to Single Residential Family-6 "SF-6", commonly known as East Avenue I

Requested By: Becky Sims, City Secretary

Submitted by: Becky Sims, City Secretary

Date Submitted: May 8, 2025

For the Agenda of: May 27, 2025

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 rezone property described as lots 1-6, Block 5, Whites Addition, from Commercial "C" to Single Residential Family-6 "SF-6", commonly known as East Avenue I.

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City Manager

ITEM NO. 3.2

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

Subject:

Discussion and possible action to approve the second reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance.

Requested By: John McElroy, PW Director

Submitted by: John McElroy, PW Director

Date Submitted: May 8, 2025

For the Agenda of: May 27, 2025

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 second reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance.

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CC
City Manager

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

Subject: Discussion and possible action on the Receipt of the Monthly Investment Report for April 2025.

Requested By: Yvonne Moreno, Finance Director

Submitted By: Yvonne Moreno, Finance Director

Date Submitted: May 21, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement: N/A

Attachments: Investment Report prepared by Meeder Public Funds

Summary Statement:

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

The City's yield to maturity is 3.72

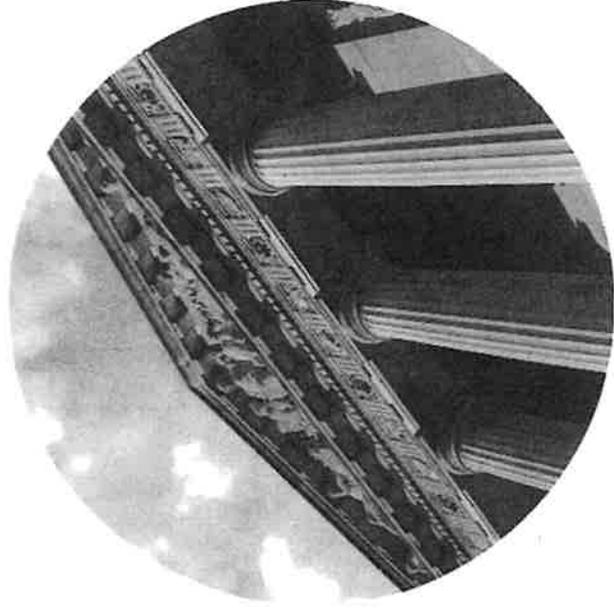
<u>Place of Investment</u>	<u>Investment Amount</u>	<u>% of Portfolio</u>
TexPool / TexPool Prime	\$8,482,175.03	36.34%
TexStar	\$1,855,736.58	7.95%
Cadence Bank	\$ 9,464,593.58	40.55%
Money Market	\$3,465,640.60	14.85%
Frost Bank	\$72,056.31	0.31 %

Recommendation: Motion to approve by consent.

City of Lampasas

Investment Report

As of April 30, 2025



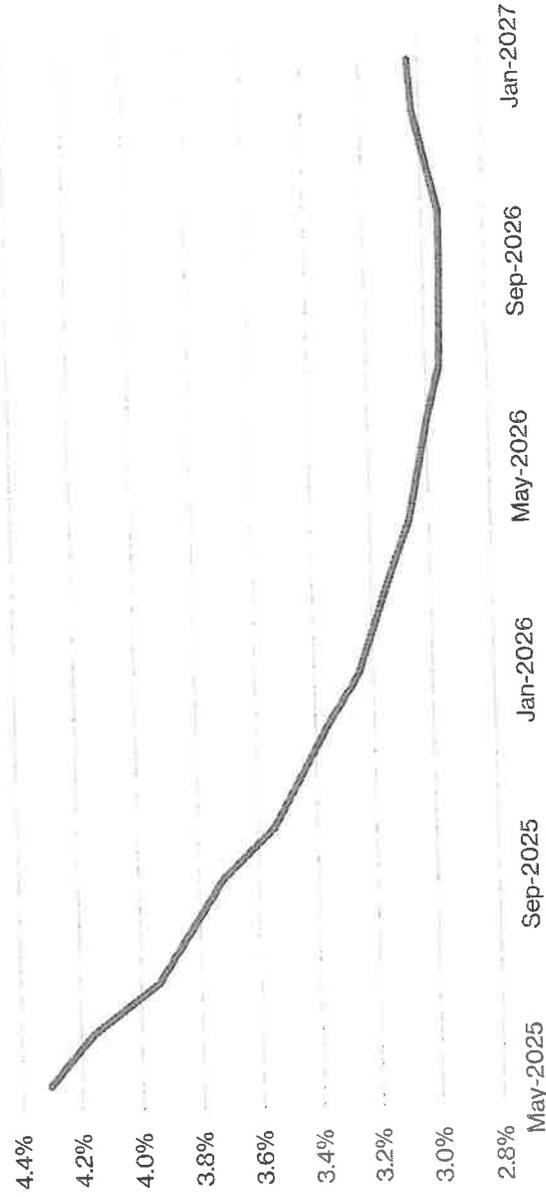
MEEDER
PUBLIC FUNDS



OBSERVATIONS AND EXPECTATIONS

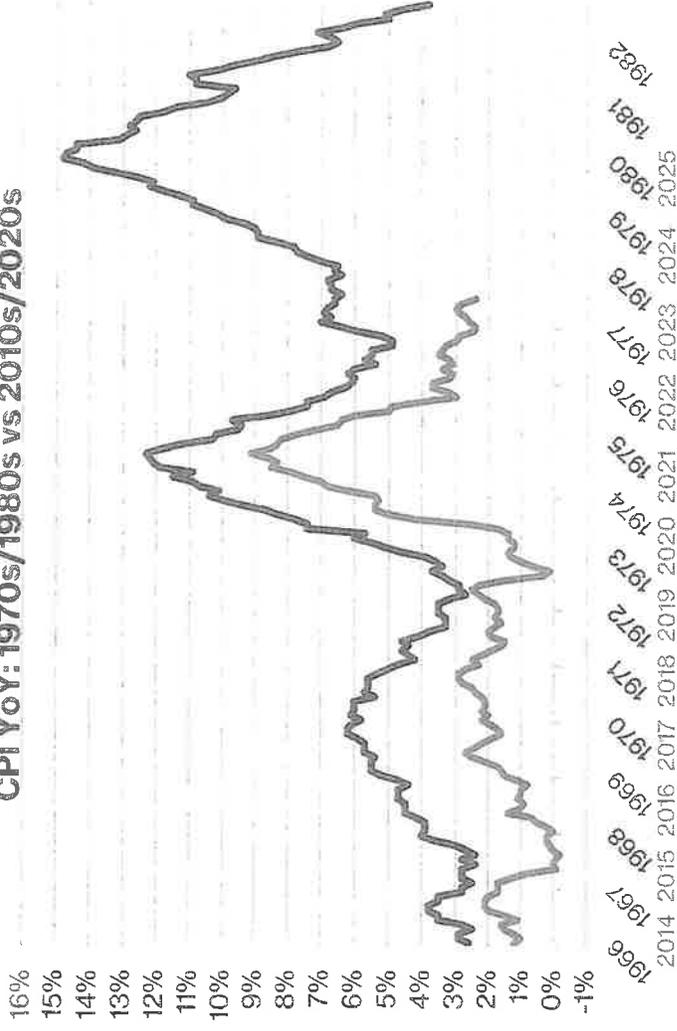
- Tariff turmoil increased market volatility in early April and caused Q1 GDP to contract -.3%
- Market participants are expecting about three Fed rate cuts this year...more next year
- Inflation remains sticky and above the Fed's 2% target; tariffs may bump inflation higher
- The labor market continues to be solid, with unemployment below its long-term average
- Intermediate-term interest rates were lower during April due to tariff uncertainty

Fed Funds Futures Rates



- The Fed Funds futures market is expecting the Fed Funds rate to bottom around 3.0% this cycle.
- This is unlike the previous two cycles (Great Recession and COVID) which pushed the Fed Funds rate down to near zero.

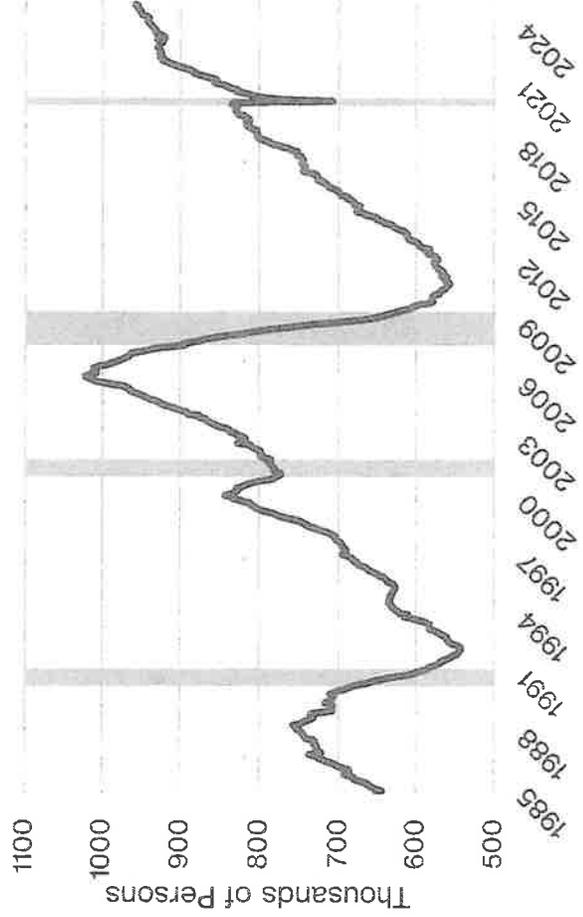
CPI YoY: 1970s/1980s vs 2010s/2020s



- Some market pundits believe inflation will follow a similar pattern as it did in the 1970s/80s and have a resurgence to higher levels.
- We don't expect that to happen due to the significantly different factors occurring now versus the 1970s/80s, such as demographics and technology.

SOURCES: BLOOMBERG, BUREAU OF LABOR STATISTICS

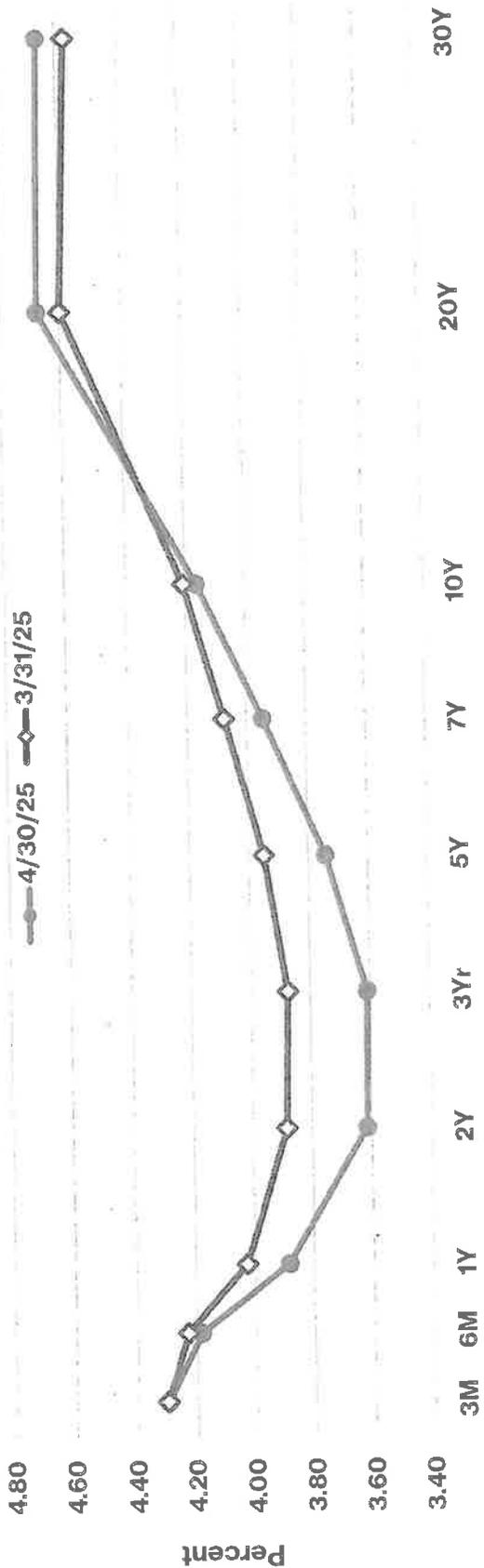
Residential Construction Employees



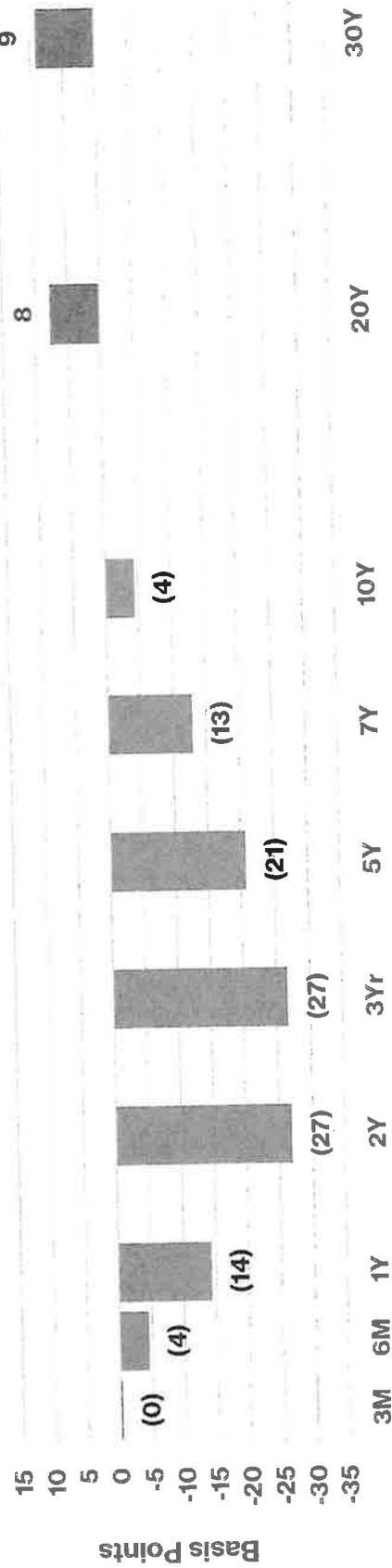
- Employment data are typically lagging economic indicators.
- Bucking this trend is the number of residential construction employees.
- In previous cycles, we've seen a decline in this category about a year before a recession (shaded areas). This indicator is still climbing.

SOURCES: BLOOMBERG, BUREAU OF LABOR STATISTICS

U.S. Treasury Yield Curve Change



Basis Point Change



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Accrued Interest Schedule	15
Earnings by Fund	17

Portfolio Summary

4.00

Weighted Average Yield to Maturity

0.00

Weighted Average Maturity (Years)

0.00

Portfolio Effective Duration (Years)

0.00

Weighted Average Life (Years)

AAA

Average Credit Rating



Portfolio Position

Par Value \$23,340,202

Principal Cost \$23,340,202

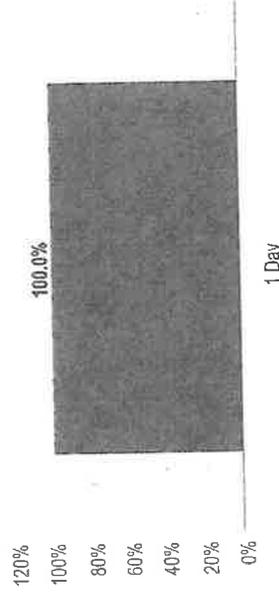
Book Value \$23,340,202

Market Value \$23,340,202

Unrealized Gain/Loss \$0

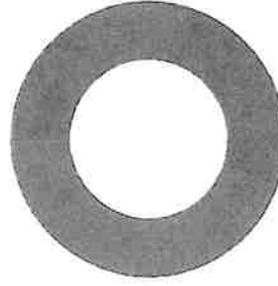
Accrued Interest \$0

Maturity Distribution



Sector Allocation

● Bank Deposits	56.71%
● LGIP	44.29%





Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	PORTFOLIO	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	13,002,290.49	13,002,290.49	13,002,290.49		55.71%	1	3.72
LGIP	10,337,911.61	10,337,911.61	10,337,911.61		44.29%	1	4.35
TOTAL	23,340,202.10	23,340,202.10	23,340,202.10	100.00%		1	4.00

CASH AND ACCRUED INTEREST

Purchased Accrued Interest

0.00

TOTAL CASH AND INVESTMENTS

23,340,202.10

23,340,202.10

1

4.00

TOTAL EARNINGS

CURRENT MONTH

79,255.46



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
CASH						
Bank Deposits	4	10,773,497.14	10,773,497.14	46.16	3.83	1
LGIP	1	8,448,563.84	8,448,563.84	36.20	4.35	1
TOTAL	5	19,222,060.98	19,222,060.98	82.36	4.06	1
CERT OF OBLIGATION 2016						
LGIP	1	33,611.19	33,611.19	0.14	4.47	1
TOTAL	1	33,611.19	33,611.19	0.14	4.47	1
ELECTRIC						
Bank Deposits	2	557,479.85	557,479.85	2.39	3.27	1
LGIP	1	1,855,736.58	1,855,736.58	7.95	4.36	1
TOTAL	3	2,413,216.43	2,413,216.43	10.34	4.11	1
LEDG						
Bank Deposits	2	1,290,171.48	1,290,171.48	5.53	2.94	1
TOTAL	2	1,290,171.48	1,290,171.48	5.53	2.94	1
SEIZURES						
Bank Deposits	2	48,029.54	48,029.54	0.21	3.75	1
TOTAL	2	48,029.54	48,029.54	0.21	3.75	1
TRUST						
Bank Deposits	2	82,950.85	82,950.85	0.36	3.75	1
TOTAL	2	82,950.85	82,950.85	0.36	3.75	1
WATER						



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
Bank Deposits	2	250,161.63	250,161.63	1.07	3.75	1
TOTAL	2	250,161.63	250,161.63	1.07	3.75	1
GRAND TOTAL	17	23,340,202.10	23,340,202.10	100.00	4.00	1



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CASH												
BANK DEPOSITS												
700-047-4	Cadence Bank Account	04/30/2025	7,277,313.75	7,277,313.75	7,277,313.75	3.75		1	7,277,313.75	0.00	31.18	NA
700-321-3	Cadence Bank Account	04/30/2025	460.20	460.20	460.20	3.75		1	460.20	0.00	0.00	NA
700-418-7	Cadence Bank Account	04/30/2025	30,082.59	30,082.59	30,082.59	3.75		1	30,082.59	0.00	0.13	NA
4001579	Lone Star Capital Bank IntraFICash Service	04/30/2025	3,465,640.60	3,465,640.60	3,465,640.60	4.00		1	3,465,640.60	0.00	14.85	NA
BANK DEPOSITS TOTAL			10,773,497.14	10,773,497.14	10,773,497.14	3.83		1	10,773,497.14	0.00	46.16	NA
LGIP												
TEXPOOL	TexPool	04/30/2025	8,448,563.84	8,448,563.84	8,448,563.84	4.35		1	8,448,563.84	0.00	36.20	AAA
LGIP TOTAL			8,448,563.84	8,448,563.84	8,448,563.84	4.35		1	8,448,563.84	0.00	36.20	AAA
CASH TOTAL			19,222,060.98	19,222,060.98	19,222,060.98	4.06		1	19,222,060.98	0.00	82.36	AAA

CERT OF OBLIGATION 2016

LGIP												
TEXPRIME	TexPoolPrime	04/30/2025	33,611.19	33,611.19	33,611.19	4.47		1	33,611.19	0.00	0.14	AAA
LGIP TOTAL			33,611.19	33,611.19	33,611.19	4.47		1	33,611.19	0.00	0.14	AAA
CERT OF OBLIGATION 2016 TOTAL			33,611.19	33,611.19	33,611.19	4.47		1	33,611.19	0.00	0.14	AAA

ELECTRIC

BANK DEPOSITS												
700-067-2	Cadence Bank Account	04/30/2025	485,423.54	485,423.54	485,423.54	3.75		1	485,423.54	0.00	2.08	NA
59173210	Frost Bank Public Fund Checking Account	04/30/2025	72,056.31	72,056.31	72,056.31	0.00		1	72,056.31	0.00	0.31	NA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE GAIN/LOSS	MARKET VALUE	UNREALIZED GAIN/LOSS	% OF MV	MOODY'S S&P RATING
BANK DEPOSITS TOTAL			557,479.85	557,479.85	557,479.85	3.27	1	1	0.00	557,479.85	0.00	2.39	NA
LGIP													
TEXSTAR	TexSTAR	04/30/2025 04/30/2025	1,855,736.58	1,855,736.58 0.00	1,855,736.58	4.36		1	0.00	1,855,736.58	1,855,736.58	7.95	AAA
LGIP TOTAL			1,855,736.58	1,855,736.58	1,855,736.58	4.36	1	1	0.00	1,855,736.58	1,855,736.58	7.95	AAA
ELECTRIC TOTAL			2,413,216.43	2,413,216.43	2,413,216.43	4.11	1	1	0.00	2,413,216.43	2,413,216.43	10.34	AAA

LEDC													
BANK DEPOSITS													
700-236-3	Cadence Bank Account	04/30/2025 04/30/2025	161,293.50	161,293.50 0.00	161,293.50	2.94		1	0.00	161,293.50	161,293.50	0.69	NA NA
700-109-2	Cadence Bank Account	04/30/2025 04/30/2025	1,128,877.98	1,128,877.98 0.00	1,128,877.98	2.94		1	0.00	1,128,877.98	1,128,877.98	4.84	NA NA
BANK DEPOSITS TOTAL			1,290,171.48	1,290,171.48	1,290,171.48	2.94	1	1	0.00	1,290,171.48	1,290,171.48	5.53	NA
LEDC TOTAL			1,290,171.48	1,290,171.48	1,290,171.48	2.94	1	1	0.00	1,290,171.48	1,290,171.48	5.53	NA

SEIZURES													
BANK DEPOSITS													
700-076-3	Cadence Bank Account	04/30/2025 04/30/2025	48,026.56	48,026.56 0.00	48,026.56	3.75		1	0.00	48,026.56	48,026.56	0.21	NA NA
201001999	Cadence Bank Account	04/30/2025 04/30/2025	2.98	2.98 0.00	2.98	4.50		1	0.00	2.98	2.98	0.00	NA NA
BANK DEPOSITS TOTAL			48,029.54	48,029.54	48,029.54	3.75	1	1	0.00	48,029.54	48,029.54	0.21	NA
SEIZURES TOTAL			48,029.54	48,029.54	48,029.54	3.75	1	1	0.00	48,029.54	48,029.54	0.21	NA

TRUST													
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Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO Maturity	Maturity DATE	DAYS TO Maturity	MARKET PRICE GAIN/LOSS	MARKET VALUE	UNREALIZED BOOK VALUE	% OF MV	MOODY'S S&P RATING
BANK DEPOSITS													
000-634-8	Cadence Bank Account	04/30/2025 04/30/2025	33,795.25	33,795.25 0.00	33,795.25	3.75		1	100	33,795.25	0.00	0.14	NA
000-634-9	Cadence Bank Account	04/30/2025 04/30/2025	49,155.60	49,155.60 0.00	49,155.60	3.75		1	100	49,155.60	0.00	0.21	NA
BANK DEPOSITS TOTAL			82,950.85	82,950.85 0.00	82,950.85	3.75		1	1.00	82,950.85	0.00	0.36	NA
TRUST TOTAL			82,950.85	82,950.85 0.00	82,950.85	3.75		1	82,950.85	82,950.85	0.00	0.36	NA

WATER

BANK DEPOSITS													
700-048-2	Cadence Bank Account	04/30/2025 04/30/2025	143.28	143.28 0.00	143.28	3.75		1	100	143.28	0.00	0.00	NA
700-163-9	Cadence Bank Account	04/30/2025 04/30/2025	250,018.35	250,018.35 0.00	250,018.35	3.75		1	100	250,018.35	0.00	1.07	NA
BANK DEPOSITS TOTAL			250,161.63	250,161.63 0.00	250,161.63	3.75		1	1.00	250,161.63	0.00	1.07	NA
WATER TOTAL			250,161.63	250,161.63 0.00	250,161.63	3.75		1	250,161.63	250,161.63	0.00	1.07	NA

GRAND TOTAL			23,340,202.10	23,340,202.10 0.00	23,340,202.10	4.00		1	23,340,202.10	23,340,202.10	0.00	100.00	AAA
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Cash Reconciliation Report





Transaction Statement

NO ACTIVITY DURING
CURRENT PERIOD



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
CASH									
700-047-4	Cadence Bank Account	2025-04-30	7,277,313.75	7,277,313.75	0.00	0.00	23,168.50	23,168.50	0.00
700-321-3	Cadence Bank Account	2025-04-30	460.20	460.20	0.00	0.00	1.56	1.56	0.00
700-418-7	Cadence Bank Account	2025-04-30	30,082.59	30,082.59	0.00	0.00	93.15	93.15	0.00
4001579	Lone Star Capital Bank IntraFI Cash Service	2025-04-30	3,465,640.60	3,465,640.60	0.00	0.00	11,374.45	11,374.45	0.00
TEXPOOL	TexPool	2025-04-30	8,448,563.84	8,448,563.84	0.00	0.00	29,998.88	29,998.88	0.00
TOTAL			19,222,060.98	19,222,060.98	0.00	0.00	64,636.54	64,636.54	0.00

CERT OF OBLIGATION 2016

TEXPRIME	TexPool Prime	2025-04-30	33,611.19	33,611.19	0.00	0.00	122.63	122.63	0.00
TOTAL			33,611.19	33,611.19	0.00	0.00	122.63	122.63	0.00

ELECTRIC

700-067-2	Cadence Bank Account	2025-04-30	485,423.54	485,423.54	0.00	0.00	1,489.10	1,489.10	0.00
591732110	Frost Bank Public Fund Checking Account	2025-04-30	72,056.31	72,056.31	0.00	0.00	0.00	0.00	0.00
TEXSTAR	TexSTAR	2025-04-30	1,855,736.58	1,855,736.58	0.00	0.00	8,579.20	8,579.20	0.00
TOTAL			2,413,216.43	2,413,216.43	0.00	0.00	10,068.30	10,068.30	0.00

LEDG

700-109-2	Cadence Bank Account	2025-04-30	1,128,877.98	1,128,877.98	0.00	0.00	2,873.45	2,873.45	0.00
700-236-3	Cadence Bank Account	2025-04-30	161,293.50	161,293.50	0.00	0.00	388.16	388.16	0.00
TOTAL			1,290,171.48	1,290,171.48	0.00	0.00	3,261.61	3,261.61	0.00

SEIZURES

201001999	Cadence Bank Account	2025-04-30	2.98	2.98	0.00	0.00	0.00	0.00	0.00
700-076-3	Cadence Bank Account	2025-04-30	48,026.56	48,026.56	0.00	0.00	143.88	143.88	0.00
TOTAL			48,029.54	48,029.54	0.00	0.00	143.88	143.88	0.00

TRUST



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
000-634-9	Cadence Bank Account	2025-04-30	49,155.60	49,155.60	0.00	0.00	151.04	151.04	0.00
000-634-8	Cadence Bank Account	2025-04-30	33,795.25	33,795.25	0.00	0.00	103.84	103.84	0.00
TOTAL			82,950.85	82,950.85	0.00	0.00	254.88	254.88	0.00
WATER									
700-048-2	Cadence Bank Account	2025-04-30	143.28	143.28	0.00	0.00	0.44	0.44	0.00
700-163-9	Cadence Bank Account	2025-04-30	250,018.35	250,018.35	0.00	0.00	767.18	767.18	0.00
TOTAL			250,161.63	250,161.63	0.00	0.00	767.62	767.62	0.00
GRAND TOTAL			23,340,202.10	23,340,202.10	0.00	0.00	79,255.46	79,255.46	0.00



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
CASH											
4001579	Lone Star Capital Bank IntraFi Cash Service	3,465,640.60	3,454,266.15	3,465,640.60	04/30/2025	3.23	4.00	11,374.45	0.00	0.00	11,374.45
700-047-4	Cadence Bank Account	7,277,313.75	7,785,703.45	7,277,313.75	04/30/2025	5.25	3.75	23,168.50	0.00	0.00	23,168.50
700-321-3	Cadence Bank Account	460.20	508.64	460.20	04/30/2025	5.25	3.75	1.56	0.00	0.00	1.56
700-418-7	Cadence Bank Account	30,082.59	29,960.34	30,082.59	04/30/2025	5.25	3.75	93.15	0.00	0.00	93.15
TEXPOOL	TexPool	8,448,563.84	8,418,564.96	8,448,563.84	04/30/2025	5.34	4.35	29,998.88	0.00	0.00	29,998.88
TOTAL		19,222,060.98	19,689,003.54	19,222,060.98		4.92	4.06	64,636.54	0.00	0.00	64,636.54

CERT OF OBLIGATION 2016											
TEXPRIME	TexPool Prime	33,611.19	33,488.56	33,611.19	04/30/2025	4.50	4.47	122.63	0.00	0.00	122.63
TOTAL		33,611.19	33,488.56	33,611.19		4.50	4.47	122.63	0.00	0.00	122.63

ELECTRIC											
591732110	Frost Bank Public Fund Checking Account	72,056.31	72,056.31	72,056.31	04/30/2025	0.00	0.00	0.00	0.00	0.00	0.00
700-067-2	Cadence Bank Account	485,423.54	482,384.44	485,423.54	04/30/2025	5.25	3.75	1,489.10	0.00	0.00	1,489.10
TEXSTAR	TexSTAR	1,855,736.58	1,849,157.38	1,855,736.58	04/30/2025	5.30	4.36	8,579.20	0.00	0.00	8,579.20
TOTAL		2,413,216.43	2,403,598.13	2,413,216.43		5.13	4.11	10,068.30	0.00	0.00	10,068.30

LEDC											
700-109-2	Cadence Bank Account	1,128,877.98	1,326,286.58	1,128,877.98	04/30/2025	3.88	2.94	2,873.45	0.00	0.00	2,873.45
700-236-3	Cadence Bank Account	161,293.50	160,905.34	161,293.50	04/30/2025	3.88	2.94	388.16	0.00	0.00	388.16
TOTAL		1,290,171.48	1,487,191.92	1,290,171.48		3.88	2.94	3,261.61	0.00	0.00	3,261.61

SEIZURES											
201001999	Cadence Bank Account	2.98	2.98	2.98	04/30/2025	0.45	4.50	0.00	0.00	0.00	0.00
700-076-3	Cadence Bank Account	48,026.56	41,092.50	48,026.56	04/30/2025	5.25	3.75	143.88	0.00	0.00	143.88
TOTAL		48,029.54	41,095.48	48,029.54		5.25	3.75	143.88	0.00	0.00	143.88



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
TRUST											
000-634-8	Cadence Bank Account	33,795.25	33,691.41	33,795.25	04/30/2025	5.25	3.75	103.84	0.00	0.00	103.84
000-634-9	Cadence Bank Account	49,155.60	49,004.56	49,155.60	04/30/2025	5.25	3.75	151.04	0.00	0.00	151.04
TOTAL		82,950.85	82,695.97	82,950.85		5.25	3.75	254.88	0.00	0.00	254.88
WATER											
700-048-2	Cadence Bank Account	143.28	142.84	143.28	04/30/2025	5.25	3.75	0.44	0.00	0.00	0.44
700-163-9	Cadence Bank Account	250,018.35	248,551.17	250,018.35	04/30/2025	5.25	3.75	767.18	0.00	0.00	767.18
TOTAL		250,161.63	248,694.01	250,161.63		5.25	3.75	767.62	0.00	0.00	767.62
GRAND TOTAL		23,340,202.10	23,985,767.61	23,340,202.10		4.89	4.00	79,255.46	0.00	0.00	79,255.46

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M E E D E R

PUBLIC FUNDS

LAMPASAS PUBLIC LIBRARY

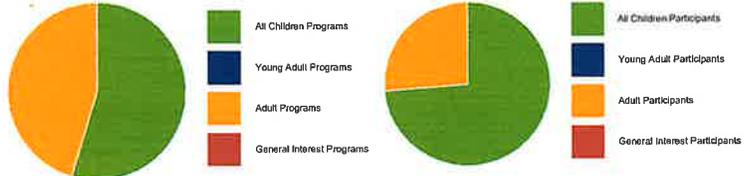
APRIL 2025

Circulation	We circulated 3,915 items in April, which is up 3% from March (3,800).
Door Count	There were 3,084 visitors during April, which is up 6.9% from March (2,886). The library was closed April 18-19 for Good Friday/Easter.
Internet Usage	There were 357 Internet sessions in April, up 36.3% from March.
Wifi Usage	In April, 200 unique visitors accessed our wifi network. This is up 36.1% from last month. Our total number of sessions in April was 543, up 45.6% from March. (See attached infographics as well.)
Text Interactions	We communicated, via text messages, with 121 unique phone numbers in April, which is down 18.8% from March (149). We sent/received a total of 590 messages, which is down 18.8% from last month (727).
April Programs	We had three staff story times, ag story time, 4-H STEM, Cornelia Key Book Club, STEAM Day, two days of 42 Club, and two days of Paw Pals. We hosted author Todd Crickmer, but no one attended. We also hosted Hanna Springs Elementary 2 nd graders, as part of their annual field trip around town.
Upcoming Programs	In May, we will have two staff story times, ag story time, How Pinteresting! craft class (pocket wreath), 4-H STEM, Cornelia Key Book Club, two days of 42 Club, and two days of Paw Pals. There will be no STEAM Day in May, as we will be preparing for summer reading.
Summer Reading	Registration for summer reading begins on May 19 for kids ages 3-10 and tweens/teens ages 11-17. Programs start on June 2 for the kids and June 3 for the teens. The finale will be on June 30, which will be the ever-popular foam party! Children's programs will be Mondays, Wednesdays, and Fridays at 10am, and teen programs will be Tuesdays at 3pm. They all have opportunities to earn prizes for reading.
Holiday	The library will be closed May 26 for Memorial Day.

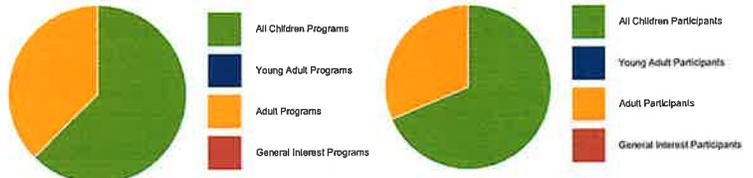
Lampasas Public Library

October, 2024 - April, 2025

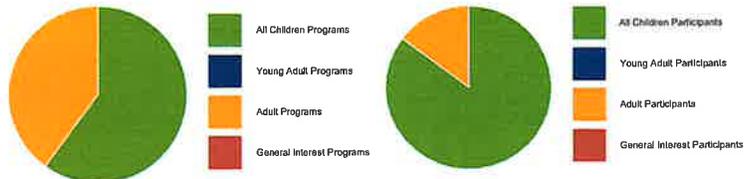
October					
Overview					
All Children Programs	6	54.55%	All Children Participants	67	73.63%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	45.45%	Adult Participants	24	26.37%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	11		Total Participants	91	



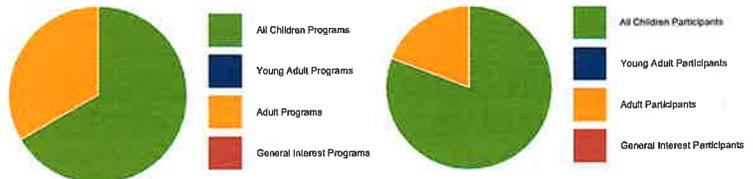
November					
Overview					
All Children Programs	5	62.5%	All Children Participants	72	68.57%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	3	37.5%	Adult Participants	33	31.43%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	8		Total Participants	105	



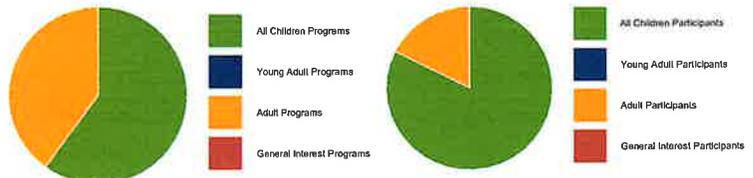
December					
Overview					
All Children Programs	3	60%	All Children Participants	104	85.25%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	2	40%	Adult Participants	16	14.75%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	5		Total Participants	122	



January					
Overview					
All Children Programs	6	66.67%	All Children Participants	80	80.81%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	3	33.33%	Adult Participants	19	19.19%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	9		Total Participants	99	

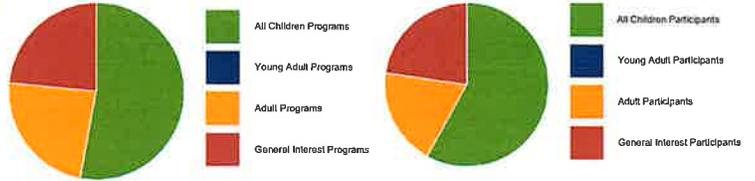


February					
Overview					
All Children Programs	6	60%	All Children Participants	69	82.41%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	4	40%	Adult Participants	19	17.59%
General Interest Programs	0	0%	General Interest Participants	0	0%
Total Programs	10		Total Participants	108	

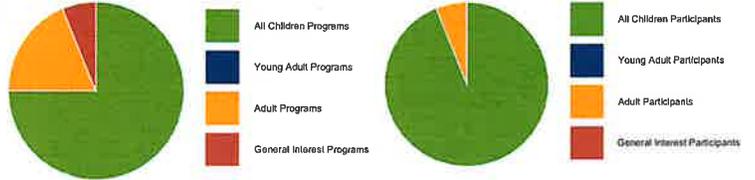


Lampasas Public Library October, 2024 - April, 2025

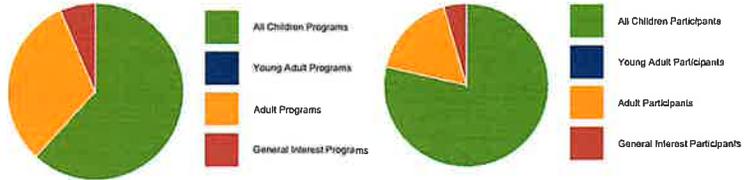
March					
Overview					
All Children Programs	9	52.94%	All Children Participants	112	58.03%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	4	23.53%	Adult Participants	37	19.17%
General Interest Programs	4	23.53%	General Interest Participants	44	22.8%
Total Programs	17		Total Participants	193	



April					
Overview					
All Children Programs	12	75%	All Children Participants	245	93.67%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	3	18.75%	Adult Participants	16	6.13%
General Interest Programs	1	6.25%	General Interest Participants	0	0%
Total Programs	16		Total Participants	261	



Year in Review					
Overview					
All Children Programs	47	61.84%	All Children Participants	769	78.55%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	24	31.58%	Adult Participants	166	16.96%
General Interest Programs	5	6.58%	General Interest Participants	44	4.49%
Total Programs	76		Total Participants	979	



Lampasas Public Library
April-2025

In April, 200 unique patrons used your library WiFi. On average, these patrons visited to use the WiFi on just under 3 individual days.

Change from prior month



543 ↑ 45.58%

Monthly Sessions



446 ↑ 39.38%

Total Visits



200 ↑ 36.05%

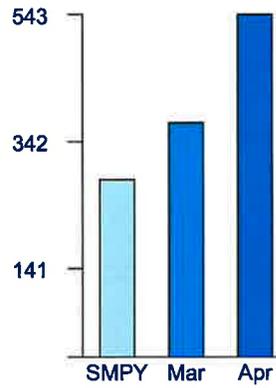
Unique Visitors



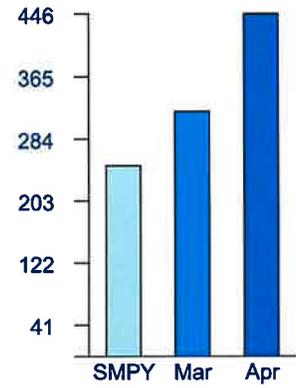
2.23 ↑ 2.29%

Average Return Rate

Total Monthly Session Count

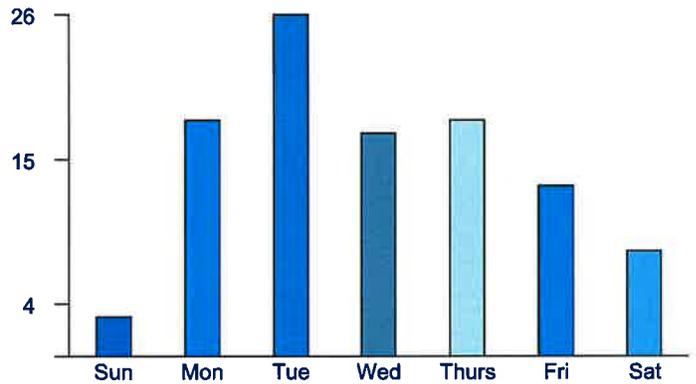


Total Monthly Visits

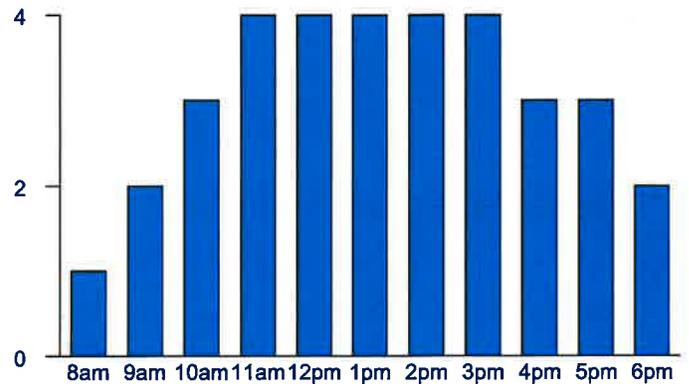


*SMPY: Same Month Prior Year

Average Daily Visits



Average Peak Hourly





CITY SECRETARY DEPARTMENT/ APRIL 2025 MONTHLY REPORT

Brief Monthly Overview of Department Employees:

Becky Sims, City Secretary/Zoning Administrator

- Assisted the City Manager and Building Department with daily operations.
- Prepared and posted packet, attended and took minutes for the Planning Meeting on April 3, 2025.
- Prepared and posted packet, attended and took minutes for the April 14th and April 28th City Council Meetings.
- Posted packet, attended and took minutes for the LEDC Meeting April 16, 2025.
- Attended a Hill Country Chapter meeting on April 17, 2025.
- Prepared and hosted CYSA meeting on April 24, 2025.
- Hosted the City-Wide Garage Sale with CYSA on April 26, 2025.
- Worked with RCI for records retention.
- Submitted Commercial Plan Sets to ICC for Third Party Review
- Attend and assist with Hostess House Rehabilitation meeting updates and deliverables.
- Worked on updating MYGOV with developer.
- Worked on TML Risk Pool claims
- Reviewed concept plans for proposed projects/provided development & utility information to several prospects.
- Processed/Facilitated Open Records Requests
- Daily Building /Planning & Zoning responsibilities – key contact person who handles inquiries/requests and all administrative work/research.

Kayleigh Stanley- Executive Secretary/Permit Technician

- Advised Citizens/Contractors of required documentation for permits; upon receipt of documentation issued building permits through My Government Portal/ Assigned Inspections
- Maintained vehicle inspection/registration process
- Prepared Cemetery Deeds and filed with County
- Handled Waste Connections Inquiries
- Assisted the City Manager, City Secretary and Building Department with daily operations.
- Completed Course 1 of TMCA Certification Program
- Attended and completed course to receive Permit Technician Certification on March 31 – April 4, 2025.
- Attended a Hostess House meeting on April 9, 2025.
- Attended the April 14th & 28th City Council Meetings.
- Attended and took minutes for the LEDC Meeting April 16, 2025.
- Attended and took minutes for the CIP meeting April 24, 2025.



Finance/Utility Billing & Collection

MEMO

Date: May 22, 2025

To: Erin Corbell, City Manager

From: Yvonne Moreno, Finance Director

RE: Monthly Report for April 2025

Finance Department:

- * Prepared various reports and spreadsheets for City Manager.
- * Worked on preparing budget worksheets for departments to start the budget process
- * Worked with City Manager on budget forms and procedures
- * Worked on ARPA report for submission to Treasury Dept.
- * Worked on EIA annual electric report.
- * Worked on payroll to update information in Time and Attendance.
- * Reviewed monthly A/R invoices for Airport, Cemetery, and Dumping at the WWTP.
- * Continue working with staff on organization of files.
- * Accounts Payables processing is on a regular schedule and bills are processed on a weekly basis ensuring that our expenses are recorded in a timely manner.
- * Reviewed purchases for correct GL posting. Correct any posting errors.
- * Recorded various Journal entries for sales tax, bank reconciliations, etc.
- * Sales Tax for April was \$199,365 which is a decrease of 22.0% from April 2024.
- * Reconciled 18 bank accounts
 - Processed 413 Accounts Payable Checks
 - Processed Bi-Weekly Payroll and Longevity Checks

Utility Department:

- The Electric billing for April 2025 was 10% higher than what was billed in April 2024. The Water billing for April 2025 was 22% higher than what was billed in April 2024.
- April Statistics for the department:

Total Water Customers	3,645
Total Wastewater Customers	2,901
Total Electric Customers	5,150
Residential Garbage Customers	2,792
Connects:	24
Disconnects:	28
Read In/Read Out:	34
Disconnects for Non-Pay:	19 (9 reconnected)
(days over 100 degrees/below 32 degrees we will not disconnect)	

To: John McElroy
 From: Carlos Garcia
 Date: Friday, May 23, 2025
 Re: April monthly

Street Department

Line of Sights	20 EA
Pot Holes	125 EA
Utility Cuts	3 EA
Street Name/Sign Replacement	6 EA
Street Sweeping	45 MILES
Tree Trimming	10 EA
Miscellaneous	5 EA
Traffic Control/Sign Replacement	0 EA
Mowing/Weed Eating	10 DAYS
Equipment/Truck Maintenance	2 EA

Projects	Percent Complete
2nd Street	100%
3rd St. Bridge Construction	50%

For the month of May, The street department will work on utility cuts, mowing and weed eating drainage ditches, and general street maintenance.

Memo



To: John McElroy, PW Director
From: Wayne Sanders
Date: Friday, May 23, 2025
Re: Monthly Report – April 2025

Electric Department

Brief Monthly Overview – Electric Department

158 Work Order completed (184Hrs.)

8 Tree Trimming (31 Hrs.)

116 Locates

2 Temp Services

1 Service upgrades

2 New Services

2 Solar

Projects (205.5 Hrs.)

Assist I.T. Dept install Camera

Tree Trimming 107 Hrs. including workorders)

Electric System Information (23Hrs.) Pole tag electric system project

Operations and Maintenance (588.5Hrs.)

21 Lights changed to LED

10 Poles replaced in system,

Overtime Callouts (9.5 Hr.)

2 customer side

3 trees

1 weather

1 Cable down

1 Equipment failure

URD for Camera by Rodeo Arena



4th St. & Porter Pole Change Out





MEMORANDUM

To: City Manager Erin Corbell
From: Police Chief Jody Cummings
Date: May 1, 2025
Re: Police Department Monthly Report – April 2025

The following outlines the Lampasas Police Department’s key activities and events for April 2025:

Administrative & Meetings:

- 1. Chief Jody Cummings attended two City Council Workshops and the Regular City Council Meetings.**
- 2. Chief Cummings participated in two Director's Meetings.**
- 3. Chief Cummings was present at the City Council elections candidate forum.**
- 4. Chief Cummings and Code Enforcement Officer Brandon English attended a focused code enforcement meeting regarding a specific property concern.**
- 5. Chief Cummings and Assistant Chief Charlie Boswell participated in a law enforcement camaraderie meeting hosted by the Texas Ranger in Lometa.**
- 6. Chief Cummings and Lieutenant Chuck Montgomery attended an annual pre-budget/service contract renewal meeting with Motorola and Bearcom Communications regarding the radio console system.**
- 7. Lieutenant Chuck Montgomery coordinated a special events meeting with Storm's.**
- 8. Lieutenant Montgomery attended a meeting at Municipal Court with the Municipal Court/Office of Court Administration.**

Department Operations & Recognition:

- 9. The department conducted handgun training and qualifications for its officers.**
- 10. The Department proudly celebrated National Animal Control Officer Appreciation Week, recognizing the valuable contributions of our Animal Control Officer.**
- 11. The Department also honored our dedicated Telecommunicators during National Telecommunicator Appreciation Week.**
- 12. The Department recognized the vital role of our administrative professionals on National Administrative Professionals Day.**

Community Support:

- 13. The Department provided support for the Riata Rodeo, LTX BBQ Fest, & Concert.**
- 14. The Department supported the City-Wide Garage Sale.**
- 15. The Department assisted with the DEA Drug Takeback initiative.**

CHIEF OF POLICE JODY CUMMINGS

Lampasas Fire Department

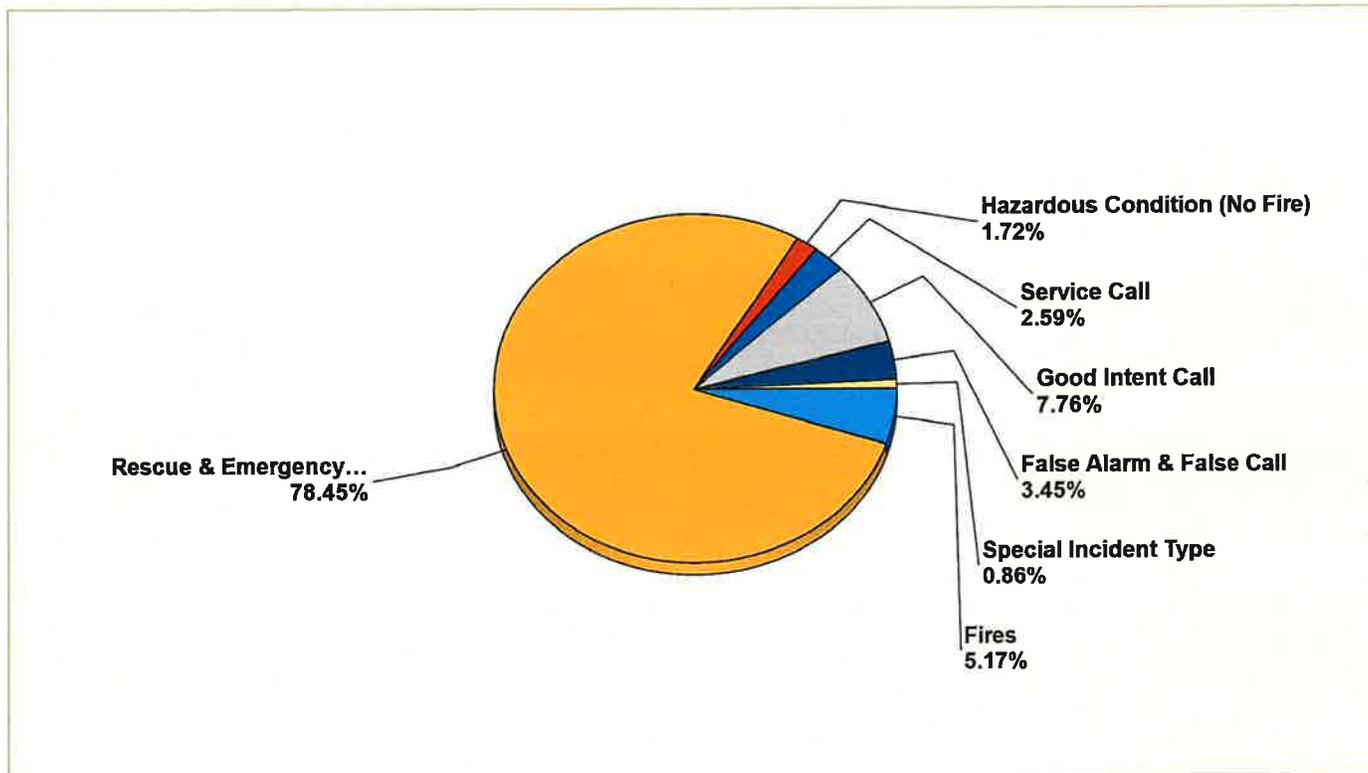


Lampasas, TX

This report was generated on 5/20/2025 8:52:52 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2025 | End Date: 04/30/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	5.17%
Rescue & Emergency Medical Service	91	78.45%
Hazardous Condition (No Fire)	2	1.72%
Service Call	3	2.59%
Good Intent Call	9	7.76%
False Alarm & False Call	4	3.45%
Special Incident Type	1	0.86%
TOTAL	116	100%

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



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Page # 1 of 2

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.86%
111 - Building fire	1	0.86%
113 - Cooking fire, confined to container	1	0.86%
130 - Mobile property (vehicle) fire, other	1	0.86%
131 - Passenger vehicle fire	1	0.86%
140 - Natural vegetation fire, other	1	0.86%
311 - Medical assist, assist EMS crew	88	75.86%
322 - Motor vehicle accident with injuries	2	1.72%
331 - Lock-in (if lock out , use 511)	1	0.86%
400 - Hazardous condition, other	1	0.86%
463 - Vehicle accident, general cleanup	1	0.86%
511 - Lock-out	1	0.86%
531 - Smoke or odor removal	1	0.86%
553 - Public service	1	0.86%
611 - Dispatched & cancelled en route	6	5.17%
631 - Authorized controlled burning	2	1.72%
651 - Smoke scare, odor of smoke	1	0.86%
741 - Sprinkler activation, no fire - unintentional	1	0.86%
744 - Detector activation, no fire - unintentional	1	0.86%
745 - Alarm system activation, no fire - unintentional	2	1.72%
900 - Special type of incident, other	1	0.86%
TOTAL INCIDENTS:	116	100%

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



Memo



Parks & Recreation

To: John McElroy, Interim Parks & Recreation Director

From: Lupe Charping, Parks Secretary

Date: May 21, 2025

Re: Monthly Report – April 2025

Brief Monthly Overview – Parks & Recreation

Lupe Charping, Parks Secretary

- Attended meetings with Parks, Parks Facilities, and Cemetery supervisors
- Processed all Purchase orders for Parks, Parks Facilities, and Cemetery
- Answered all inquiries regarding the Airport, Parks Facilities, Parks, Cemetery, and Pools
- Created and posted the April 9, 2025, agenda for the Airport advisory meeting
- Attended and took minutes for the Airport Advisory meeting held on April 9, 2025
- Order supplies for Parks, Cemetery, Parks Facilities, and Pools
- Accepted reservations for Campbell Pavilion
- Managed all special event requests and presented to the Parks Board
- Managed event calendars for Parks facilities and Parks
- Assisted with various ongoing projects
- Followed up with vendors regarding invoices
- Followed up with BGIS regarding the Airport fuel tank (weekly)
- Continued to work on the AWOS grant from TxDOT
- Applied for a CRRSSA Airport grant and received it
- Assisted with monthly reports
- Reviewed time and attendance
- Continued to follow up on Airport Lease Agreements
- Contacted everyone on the Airport waiting list to update it
- Provided budget report balances to Park, Cemetery, and Parks Facilities supervisors
- Follow up with pilots to make sure all lease requirements are up to date
- Went to Sam's in Temple to purchase all pool supplies
- Attended Storm's event meeting
- Showed Hangers to possible tenants
- Met with fuel tank contractor at the Airport
- Met with IT at Sports Facilities regarding cameras
- Met with Commercial Swim regarding pools on the weekend

Memo

To: John McElroy -Interim Parks & Recreation Director
From: Steven Knowlton
Date: May 21, 2025
Re: Monthly Report – April 2025

Sports Facilities

Brief Monthly Overview – Sports Facilities

Weekly Activities

- Weekly/Monthly reports, Weekly work schedules, and Employee timesheets
- Sports Parks maintenance & irrigation systems inspection
- Clean all Sports Parks and public restrooms daily
- Follow-up meeting regarding Storm's event
- Supervisors meeting at the Parks shop

Service, Maintenance

- Power-washed all mowers
- Lubricated turf mower
- Assembled 24 small BBQ grills for the Riata event
- Gathered and put out 20 trash cans for Riata events
- Meeting with the Chamber for the Riata Roundup event
- Replaced one set of caster bearings on SCAG Mower

Goodrich Tennis Courts

- Mowed and trimmed outside area (2x)

Gavin Garrett Soccer Complex

- Flagged irrigation and aerated complex (3x)
- Mowed and irrigated the complex (3x)
- Herbicide the parking lot (2x)
- Painted all soccer fields (3x)
- Applied pre-emergent and irrigated each field

Turner Complex

- Prepared all ball fields (3x)
- Mowed and trimmed the complex (4x)
- Herbicide parking lot (2x)
- Pre-emerged fields

- Applied fertilizer to sports fields and irrigated
- Prepared softball fields for the tournament
- Prepared softball fields for adult softball tournament
- Removed thistle from all sports fields

Memo



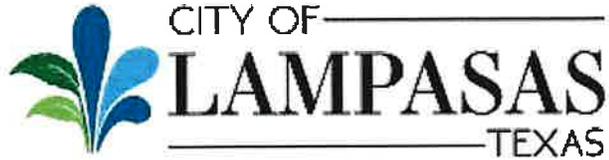
To: John McElroy- Interim Parks and Recreation Director
From: Jacob Rivera
Date: May 21, 2025
Re: Monthly Report- April 2025

Cemetery

Brief Monthly Overview – Cemetery

- Weekly reports
- Mowed and edged PCA/PCB areas (2X)
- Mowed flag area/roadside (2X)
- Mowed back gate/EAST section
- Mowed Huling area/EAST potters
- Did dig for services, cremation, and full body
- Edged and prepared funeral areas (4X)
- Worked on mower blades for the grass hopper mower
- Trimmed trees on the Hayner plot
- Mowed block 2,4,5,6,7,8,9,11,12
- Edged funeral area of Block 10 and two rows back
- Mowed the south section of PCA
- Marked double headstone
- Marked curving
- Cleaned the funeral area for burial
- Filled sunken grave
- Sifted dirt
- Mowed EAST section by the barn
- Picked up debris and flowers from high winds
- OHCA Meeting
- Sprayed for ants on PCA stones
- Sold sites for upcoming services
- Cleaned and sanitized the office and trucks
- Logged reports of death/site sales
- Cleaned trash and old flowers in the PCA are
- Marked area for headstones
- Prepared for funerals
- Assisted customers with future site purchases
- Verified graves for the funeral home
- Picked up debris
- Researched grave for the family

Memo



To: John McElroy, Interim- Parks and Recreation Director

Parks and Recreation

From: Jessie Acosta

Date: May 21, 2025

RE: Monthly Report-April, 2025

Daily Activities

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

Monthly Activity - Overview

- Push mow and trim around City Hall Complex (2x)
- Push mow and trim the library property (2x)
- Mow and trim Head Start and Senior Center property
- Spread granular ant bait on all Parks properties
- Remove graffiti on the concrete ramp at the Skate Park/ rock wall at Hancock pool
- Mow, trim, and edge Campbell Park, Hanna Springs Pool, and Ave A properties (2X)
- Mow and trim properties at four corners (Hwy 183 and 190)
- Mow and trim around the Parks shop (2X)
- Assist with the LAFTA event at Campbell Park
- Maintenance at Hanna Springs Pool -chemical pump and line replacement
- Mow and trim Hancock Park Complex (2X)
- Apply Herbicide on weeds in all park properties
- Mow and trim the airport grounds
- Rake and level mulch at Brook and Sueann playgrounds
- Blow off sidewalks and gazebos in all parks
- Wash and detail all parks department vehicles
- Mow, trim, and edge WM Brook Park
- Mow and trim Cook Cemetery
- Mow and trim the island at HWY 281 and Walnut Street
- Mow, trim, and edge College Street Park, the colored school, and the church properties
- Shred the west end of the 580 Complex for the rodeo event
- Mow, trim, and edge Sueann Park and drainage

Memo

To: Erin Corbell, City Manager
From: Monica Wright, Director of Information Systems
Date: Monday, May 12, 2025
Re: April Monthly Report



**Information
Systems**

Service Tickets - Social Media - Website Stats

IT Service Tickets	252
Facebook Followers	8,729
Twitter Followers	826
Instagram Followers	916
Website Page Views	40,307

IT Supported Hardware & Software

PCs	105	Wireless Access Points (WAP)	16	Servers	30
Laptops	60	Verizon Aircards	16	Firewalls	3
Printers	78	Network Attached Storage (NAS)	5	Tablets	15
Switches	22	Cell Phones	54	Software Applications	30+
CC Reader	8	Security Cameras	35	CradlePoint Routers	20
Time Clock	4	WatchGuard Dock	8		

April Projects Completed:

- Attended CJIS Awareness training monthly chat webinars
- Registered/attended annual TAGITM conference
- Configured/installed (2) security cameras at Campbell Park pavilion
- Obtained quotes for VOIP phone project
- Meeting with AT&T to discuss VOIP transition
- Worked with PD vendor on software issues
- Terminated (13) network cables at PD
- Configured/installed (13) security cameras at PD
- Configured/issued out (2) replacement laptops
- Configured/installed replacement IT Dept file server
- Configured/issued out (7) Council Apple iPads
- Renewed CJIS certification
- Meeting with Tyler Technologies to discuss Incode 10 migration
- Obtained quotes for Calvert Building server room mini split
- Ordered cell phone upgrades for various departments
- Ordered (2) PCs for Golf Course/configured/installed
- Assist PD with TV installation for viewing security cameras

May Projected Projects:

- Attend CJIS Awareness training monthly chat webinars
- Nextlink onsite for fiber project at 580 Sports Complex
- Configure/issue out cell phone upgrades in various departments
- Schedule Tyler Technologies Incode 9 Cloud demonstration
- Complete Incode 10 migration form/send to Tyler Technologies
- Install outdoor network box at 580 Sports Complex
- Configure/install security cameras at 580 Sports Complex
- Configure/install (4) security cameras at City Hall
- Configure/install (2) security cameras at Parks Barn
- FY 24-25 Budget Projections
- FY 25-26 Proposed budget to Finance
- Attend budget meetings
- Configure/issue out laptop for PW Director
- Council agenda item for Calvert Building server room mini split

- Obtain quote for replacement EOL switches/order
- Work with W/WW SCADA vendor on software issues
- Upgrade Meter Reader software
- Configure/replace (2) replacement EOL switches at IT
- Configure/install WatchGuard AuthPoint software on PD PC's
- Configure/install replacement Unifi NVR
- Work with vendor and staff to prepare CJIS audit documents
- Upgrade OS on all PCs/laptops to Windows 11 OS

FY 2024/2025 Budgeted Projects:

- Configure/install (4) replacement PCs at W/WW *(completed)*
- Configure/install security camera at Cemetery *(completed)*
- Obtain quote/configure (2) W/WW Toughbook tablet w/ eSIM *(completed)*
- Configure/install (13) Library patron PCs *(completed)*
- Configure/install Cybrarian software on (13) Library Patron PCs *(completed)*
- Obtain quote (7) Council Ipads *(completed)*
- Motorola License Plate Reader (LPR) software install on PD PCs *(completed)*
- Configure/replace (1) EOL switches at City Hall *(completed)*
- Obtain quote/order (15) Microsoft Office 2024 STD licenses *(completed)*
- Configure/replace (2) EOL switches at PD *(completed)*
- Obtain quotes/configure/replace (2) PD Patrol Toughbooks *(completed)*
- Configure/install License Plate Reader software on patrol Toughbooks *(completed)*
- Configure/install security camera at Golf maintenance shop *(completed)*
- Migrate Windows 10 desktop PCs to Windows 11 *(completed)*
- Migrate Windows 10 tablets to Windows to Windows 11 *(completed)*
- Obtain quotes/configure/replace (3) laptops *(completed)*
- Configure/install (13) security cameras at Police Department *(completed)*
- Terminate (13) network cables at PD for security cameras *(completed)*
- Configure/install replacement IT Dept file server *(completed)*
- Configure/install WatchGuard AuthPoint software on PD PC's *(in progress)*
- Configure/install security cameras at Parks facilities *(in progress)*
- Configure/replace (2) EOL switches at IT Building *(in progress)*
- Nextlink internet service at Parks 580 Sports Complex *(in progress)*
- Obtain quotes/configure/replace (10) desktop PCs *(in progress)*
- FY 24-25 Budget projections *(in progress)*
- FY 25-26 Proposed Budget *(in progress)*
- Configure/install (1) Ubiquiti NVR for security cameras
- Configure/install (4) security cameras at City Hall
- Migrate Windows 10 VM server to Windows 11
- Deploy City wide cyber security training for all employees/report to State DIR
- Dispose of outdated/broken technology items
- CJIS Security Audit (FY 24-25)

Daily/Weekly/Monthly Tasks:

- OS updates on all NAS devices, firewalls, WAPs
- Activate/configure all City data cell phones
- Activate/configure all City Verizon jetpacks
- Assist with all issues related to online payments

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

Future Projects & Goals:

- Replace (7) Library Laptops (EOL) (FY 25-26)
- Migrate Incode v.9 to Incode v.10 Cloud (FY 25-26)
- Migrate e-merchant solution to Tyler Web Payments (FY 25-26)
- Obtain quote/configure/replace Utility Billing & Municipal Court chip readers (FY 25-26)
- Core & Main water meter software upgrade (Neptune 360) (FY 25-26) (EOL)
- Replace Utility Billing Printronix printer (FY 25-26) (EOL)
- Replace City Watchguard Firewall (FY 25-26) EOL
- Replace PD Watchguard Firewall (FY 25-26) EOL
- Configure/setup Library PC/(2) receipt printers/(2) credit card readers/Incode (FY 25-26)
- City Website Re-Design (FY 25-26)
- Replace (10) EOL Switches (FY 25-26)
- Replace IT Building Mini Split (FY 25-26)
- Migrate AT&T land lines over to digital/VOIP Phones (FY 25-26)

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To: Mayor and Council

From: Erin Corbell

Re: Manager's Report

Date: May 23, 2025

- Airport** Robert Lansford has been hired as the manager for Lampasas Municipal Airport. Contractor is working on punch list items for installed fuel tank to begin selling fuel.
- CIP** CIP Committee has met twice with their next scheduled meeting on June 5th at noon. The 5-year capital improvement plan will be complete in June for council's review during budget workshops.
- Upcoming Dates** LEDC has requested a joint workshop with council on June 4, 2025 at 5:30 pm. Kempner Water Supply has requested a joint workshop with council on June 30, 2025 at 6 pm.
- Fire Department** As a reminder, Chief Joe Adams is retiring effective May 30, 2025. Assistant Chief Timothy Davis will be the Interim Fire Chief while the city is accepting applications for the position.
- Appreciation** A big thank you from the City of Lampasas to Mike Roden, who donated a 2025 C&M utility trailer to the cemetery. Another big thank you to Jennifer Gall for donating a bench to Campbell Park.

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

Subject:

Discussion and possible action regarding approval of a contract for grant administration services with Langford Community Management Services (LCMS) for U.S. Environmental Protection Agency (EPA) \$1,000,000 grant for the City of Lampasas Wastewater Treatment Solids Handling Project.

Requested By: Van Sims, Water Wastewater Operations Manager

Submitted By: Van Sims, Water Wastewater Operations Manager

Date Submitted: May 20, 2025 For the Agenda of: May 27, 2025

Procurement and Funding Statement:

N/A

Attachments: Signed Grant Administration Agreement

Summary Statement:

The City of Lampasas has been awarded a grant from the U.S. Environmental Protection Agency in the amount of \$1,000,000 to support upgrades and improvements at the Wastewater Treatment Plant. In order to ensure compliance with federal grant requirements and to manage the administrative and reporting responsibilities associated with the grant, the City issued a Request for Proposals (RFP) for grant administration services in December 2024.

Following a competitive evaluation process, Langford Community Management Services was selected based on their qualifications, experience with EPA grant programs, and proposed scope of work.

Recommendation:

Staff recommends Council approve the Contract and authorize the City Manager to execute all required documents involving the grant administrative process.

GRANT ADMINISTRATION AGREEMENT

**BETWEEN
LANGFORD COMMUNITY MANAGEMENT SERVICES (LCMS)
AND
THE CITY OF LAMPASAS, TEXAS**

THIS GRANT ADMINISTRATION AGREEMENT (the "Agreement") is made and entered into this __day of _____, 2025, by and between LANGFORD COMMUNITY MANAGEMENT SERVICES, a Texas-based grant consulting firm with its principal place of business at 9017 W. Hwy. 29 Suite 206, Liberty Hill, TX 78642 (hereinafter referred to as "CONSULTANT" or "LCMS"), and THE CITY OF LAMPASAS, a municipal corporation organized under the laws of the State of Texas, with its principal place of business at 312 E. Third Street, Lampasas, TX 76550, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the CITY desires to apply for and administer grant funding from the United States Environmental Protection Agency ("EPA") and/or other federal or state agencies; and

WHEREAS, the CITY requires professional services to properly prepare, submit, and administer such grant applications and awards; and

WHEREAS, LCMS has the professional expertise and experience to provide grant administration services; and

WHEREAS, the CITY desires to engage LCMS to render certain technical and professional services in connection with the preparation, submission, and administration of grant applications and awards.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES

Section 1.1 - General Provisions

LCMS shall provide professional grant administration services to the CITY as described herein. LCMS agrees to perform the services in a professional manner and in compliance with all applicable laws, regulations, and requirements of the EPA and other applicable federal, state, and local laws, regulations, and requirements.

Section 1.2 - Pre-Award Services

LCMS will fully assist the CITY with the grant application process to secure EPA funding:

- a) Application Preparation: LCMS will prepare and submit a complete grant application on the CITY's behalf with the approval of the technical correction. LCMS has secured approval for numerous EPA and other federal grants;
- b) Agency Liaison: LCMS will act as the liaison between the CITY, Engineer of Record (EOR), State, and EPA. LCMS will handle communications and attend meetings with grant agencies;
- c) RFI Response: LCMS will work with the CITY to promptly respond to any Requests for Information (RFI) from the EPA or other agencies concerning the grant application;
- d) Public Outreach: If the grant has public outreach requirements, LCMS will assist with developing materials, advertising, and conducting meetings to satisfy those requirements;
- e) Assist in identifying and evaluating potential EPA and other grant opportunities appropriate for the CITY's needs and goals;
- f) Conduct necessary research to determine the CITY's eligibility for identified grant opportunities;
- g) Assist in determining project feasibility and compatibility with grant program requirements;
- h) Prepare and submit grant application(s), including all required forms, narratives, budgets, certifications, and supporting documentation;
- i) Coordinate with CITY staff to gather necessary information and documentation for grant application(s);

- j) Track application status and provide regular updates to the CITY; and
- k) Provide grant application training to designated CITY staff as requested.

Section 1.3 - Post-Award Services

Upon successful award of grant funds, LCMS shall provide the following post-award services:

- a) Procurement: LCMS will coordinate with the EPA to develop procurement documentation meeting grant requirements to hire a construction firm. LCMS understands federal procurement standards;
- b) Financial Management: LCMS will provide financial management services, including reviewing invoices and payment requests, tracking expenses, verifying cost allowability, and preparing reimbursement requests. LCMS will submit draw requests through the grant portal and monitor the release of funds;
- c) Reporting & Evaluation: LCMS will submit all required financial and progress reports to the EPA and evaluate the project's progress versus the scope of work and budget. LCMS will provide at least monthly status reports to the CITY;
- d) Compliance Monitoring: LCMS will carefully monitor the project for compliance with all grant conditions, Uniform Guidance requirements, and applicable laws and regulations. LCMS will guide the project team to promptly correct any issues;
- e) Audit Support: In case of grant audits or monitoring visits, LCMS will organize the records and provide support to address auditor requests. LCMS will assist with resolving any findings that may arise;
- f) Closeout: At project completion, LCMS will assist with the grant closeout process. LCMS will prepare final reports and coordinate with the granting agency to successfully resolve the grant;
- g) Review and explain grant award terms and conditions to the CITY;
- h) Develop and implement grant management procedures compliant with EPA requirements;
- i) Assist in establishing and maintaining proper record-keeping systems;
- j) Monitor grant expenditures to ensure compliance with approved budgets;
- k) Maintain ongoing communication with granting agencies;

- l) Assist in coordinating site visits or audits by granting agencies;
- m) Assist in properly documenting project activities; and
- n) Provide training to CITY staff on grant compliance requirements.

Section 1.4 - Additional Services

Additional services not specifically identified above may be provided as agreed upon in writing by both parties. Such additional services may require additional compensation beyond the fees specified in Article III.

ARTICLE II: CITY RESPONSIBILITIES

Section 2.1 - General Provisions

To assist LCMS in performing its obligations under this Agreement, the CITY shall:

- a) Designate a person to act as the CITY's representative with respect to the services to be performed under this Agreement;
- b) Provide all criteria and information pertaining to the CITY's requirements for the grant projects, including design objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability needs;
- c) Assist LCMS by placing at its disposal all available information pertinent to the grants, including previous reports, drawings, specifications, and any other data relative to the grants;
- d) Furnish to LCMS, as required for performance of LCMS's services, data prepared by or services of others, including without limitation, engineering surveys to establish project boundaries, right-of-way, topographic surveys, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
- e) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by LCMS, obtain advice of an attorney, insurance counselor, and other consultants as the CITY deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of LCMS;

- f) Provide access to and make all provisions for LCMS to enter upon public and private property as required for LCMS to perform its services;
- g) Provide timely review of documents prepared by LCMS;
- h) Promptly notify LCMS whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of LCMS's services; and
- i) Provide any other services, materials, or data as may be specifically identified in this Agreement.

ARTICLE III: COMPENSATION

Section 3.1 - Grant Administration Fee

For all services rendered by LCMS under this Agreement, the CITY shall pay LCMS a Grant Administration Fee equal to eight percent (8%) of the total grant funds awarded to and received by the CITY. This fee shall compensate LCMS for all services described in Article I, Sections 1.2 and 1.3, except as otherwise provided herein.

Section 3.2 - Payment Schedule

Payment of the Grant Administration Fee shall be made according to the following schedule:

- a) An initial payment of twenty-five percent (25%) of the estimated total Grant Administration Fee shall be due upon formal notification of a grant award;
- b) Subsequent payments shall be made on a quarterly basis in proportion to the grant funds drawn down or reimbursed during that quarter; and
- c) Final payment shall be due upon submission of all required grant close-out documentation.

Section 3.3 - Additional Services

Compensation for additional services not specifically identified in Article I, Sections 1.2 and 1.3, shall be negotiated and agreed upon in writing prior to the performance of such services. Additional services may be compensated for based on hourly rates, fixed fees, or other arrangements as agreed upon by the parties.

Section 3.4 - Fee Limitation

Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that the Grant Administration Fee is subject to any limitations imposed by the EPA or other granting agencies regarding the allowable percentage or amount that may be used for grant administration. If such limitations exist, the Grant Administration Fee shall be adjusted to comply with the applicable limitations. LCMS will complete all necessary grant management at the cost of 8% of the grant award.

ARTICLE IV: TERM AND TERMINATION

Section 4.1 - Term

This Agreement shall be effective on the date first written above and shall continue until all services related to the grant projects have been completed and all required close-out documentation has been submitted and accepted by the granting agencies, unless earlier terminated as provided herein.

Section 4.2 - Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. In the event of termination for convenience, LCMS shall be entitled to payment for all services performed up to the effective date of termination, based on the percentage of work completed.

Section 4.3 - Termination for Cause

Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement, provided that the non-defaulting party shall give the defaulting party written notice specifying the failure and thirty (30) days to cure such failure. If the failure is not cured within the specified time period, the non-defaulting party may terminate this Agreement immediately upon written notice.

Section 4.4 - Compensation Upon Termination

In the event of termination, LCMS shall be entitled to compensation for services performed prior to the termination date. If termination occurs after a grant has been awarded but before completion of the grant project, LCMS shall be entitled to a prorated portion of the Grant Administration Fee based on the percentage of grant administration services completed as of the termination date.

ARTICLE V: STANDARD OF CARE

Section 5.1 - Professional Standards

LCMS shall perform its services consistent with the professional skill and care ordinarily provided by grant administrators practicing in the same or similar locality under the same or similar circumstances. LCMS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the grant projects.

ARTICLE VI: OWNERSHIP OF DOCUMENTS

Section 6.1 - Work Product

All reports, documents, data, and other work products prepared by LCMS pursuant to this Agreement ("Work Product") shall become and remain the property of the CITY, whether the grant project for which they were prepared is executed or not. LCMS may retain copies of all Work Product for its records.

Section 6.2 - Reuse of Documents

The CITY's reuse of any Work Product on extensions of the grant project or any other project without LCMS's written authorization shall be at the CITY's risk. The CITY shall indemnify and hold harmless LCMS from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from such unauthorized reuse.

ARTICLE VII: INSURANCE

Section 7.1 - Required Insurance

LCMS shall procure and maintain insurance as follows:

- a) Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b) Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence;
- c) Workers' Compensation Insurance as required by the State of Texas; and

d) Professional Liability Insurance with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Section 7.2 - Certificates of Insurance

LCMS shall provide certificates of insurance evidencing the coverage required above upon execution of this Agreement and annually thereafter. All policies shall contain provisions that coverage will not be canceled, allowed to expire, or reduced in amount without at least thirty (30) days' prior written notice to the CITY.

ARTICLE VIII: INDEMNIFICATION

Section 8.1 - LCMS Indemnification

LCMS agrees to indemnify and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by LCMS under this Agreement, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the CITY.

Section 8.2 - City Indemnification

To the extent permitted by law, the CITY agrees to indemnify and hold harmless LCMS, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, arising out of actions taken by the CITY contrary to LCMS's recommendations or outside the scope of services provided by LCMS under this Agreement.

ARTICLE IX: INDEPENDENT CONTRACTOR

Section 9.1 - Relationship

LCMS shall perform the services under this Agreement as an independent contractor and not as an employee of the CITY. LCMS shall be responsible for payment of all taxes including Federal, State, and local taxes arising from the activities under this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any

other taxes or fees.

ARTICLE X: COMPLIANCE WITH LAWS

Section 10.1 - Compliance

LCMS shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement, including but not limited to EPA regulations, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and the Federal Grant and Cooperative Agreement Act of 1977.

Section 10.2 - Certification Regarding Debarment and Suspension

LCMS certifies that it is not listed on the government-wide exclusions in the System for Award Management (SAM), that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Section 10.3 - Certification Regarding Lobbying

LCMS certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of LCMS, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ARTICLE XI: CONFIDENTIALITY

Section 11.1 - Confidential Information

LCMS acknowledges that it may have access to confidential information of the CITY during the performance of this Agreement. LCMS agrees to maintain the confidentiality of such information and not to disclose it to any third party without the CITY's prior written consent, except as required by law or as necessary to perform the services under this Agreement.

ARTICLE XII: DISPUTE RESOLUTION

Section 12.1 - Negotiation

The parties agree to attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiation.

Section 12.2 - Mediation

If the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediation shall be conducted in Lampasas County, Texas, and the costs of mediation shall be shared equally by the parties.

Section 12.3 - Arbitration

If mediation does not resolve the dispute, the parties may agree to binding arbitration. Any arbitration shall be conducted in Lampasas County, Texas, in accordance with the rules of the American Arbitration Association.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

Section 13.1 - Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 13.2 - Amendments

This Agreement may be amended only by written instrument signed by both the CITY and LCMS.

Section 13.3 - Assignment

Neither party may assign this Agreement or any interests herein without the prior written consent of the other party.

Section 13.4 - Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

Section 13.5 - Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Section 13.6 - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule.

Section 13.8 - Notices

All notices required under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to the CITY:

Erin Corbell, City Manager

312 E. Third St.

Lampsas, Texas, 76550

If to LCMS:

Judy Langford, President Owner

9017 W. HWY 29 Suite 206

Liberty Hill, Texas 78642

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

Section 13.9 - Headings

The headings used in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

Section 13.10 - Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF LAMPASAS, TEXAS

By: _____

Erin Corbell, City Manager

LANGFORD COMMUNITY MANAGEMENT SERVICES

By: _____

Judy Langford, President

Cross Cutting Requirements EPA Subawards

Revision Date: April 2025

EPA is providing the following list of statutory, regulatory, and Executive Order requirements to assist recipients or “pass-through entities” who make subawards under the Uniform Grant Guidance (UGG) to identify potential Federal requirements that may apply to subrecipients on EPA funded projects per [2 CFR 200.332\(a\)\(2\)](#).

1. Nondiscrimination Laws and Social Policies

The requirements described in this section, when applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients and subrecipients are subject to the laws and policies described below. As provided in 2 CFR 200.300, the general terms and conditions of EPA grants implement these requirements. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA’s regulations on “*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*,” in [40 CFR Part 5](#) and [40 CFR Part](#)

7 the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

b. Executive Order 11246

Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than \$10,000 are exempt from the requirements of the Order.

c. Executive Order 13798

Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.

d. Disadvantaged Business Enterprises (updated 04/24/2025)

EPA regulations at [40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs"](#) set forth requirements to ensure nondiscrimination in the award of contracts under EPA financial assistance agreements. These requirements apply to subrecipients in accordance with [40 CFR 33.102](#) and the definition of "Recipient" in [40 CFR 33.103](#). Pursuant to a class exception issued on March 17, 2025, the EPA is suspending negotiations of fair share objectives with recipients under 40 CFR Part 33, Subpart D; recipient reporting requirements under 40 CFR 33.502; and the compliance and enforcement provisions under 40 CFR 33.105. EPA is also waiving the requirement to collect the final EPA Form 5700-52A, MBE/WBE Utilization Under Federal Grants and Cooperative Agreements as part of the closeout procedures of an EPA award. The class exception was authorized pursuant to the authority in [2 CFR, Section 1500.4\(b\)](#). For additional details see the Recipient/Applicant Information Notice [RAIN-2025-G02](#).

e. Consultation with State and Local Officials

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in [40 CFR Part 29](#).

EPA financial assistance programs subject to intergovernmental review may be found at: <https://www.epa.gov/grants/epa-financial-assistance-programs-subject-executive-order-12372-and-section-204-demonstration>. Executive Order 12372 exempts tribal programs from intergovernmental review.

If intergovernmental review is required, and neither EPA nor the pass-through entity complied with [40 CFR Part 29](#) prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at [40 CFR 29.9\(d\)](#) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

f. Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the [System for Award Management](#). Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the [General Terms and Conditions](#) (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. Federal Funding Accountability and Transparency Act

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. Suspension and Debarment

The pass-through entities responsibilities are described at [2 CFR Part 180, Subpart C](#) and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which include checking [SAM](#) to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with [2 CFR 180.220](#) under [2 CFR 1532.220](#) suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at [2 CFR 1532.995](#) EPA has identified

activities that suspended or debarred parties may not perform as a “Principal” in EPA financial assistance agreements and subawards.

c. Limits on Fees Charged by Individual Consultants

EPA’s Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at [2 CFR 1500.10\(a\)](#) and the “Consultant Cap” T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#).

d. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. New Restrictions on Lobbying, 40 CFR Part 34

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by [40 CFR 34.110](#) and the “Lobbying and Litigation” Term and Condition.

f. Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with [2 CFR Part 200](#) requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

g. Build America, Buy America Act

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act](#) (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's [BABA website](#).

When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or sub-recipients, as appropriate, may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA [BABA website](#). A list of approved EPA waivers is available on the EPA [BABA website](#).

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at [40 CFR Part 6](#), and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

c. Archeological and Historic Preservation Act

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

d. Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

e. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)

EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

f. Farmland Protection Policy Act

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

g. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the

Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

h. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

i. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

j. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in [50 CFR Part 402](#). The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."

k. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

l. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program's web

site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at [40 CFR 93.153\(c\)](#) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

m. Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

4. National Defense.

a. Never Contract with the Enemy (P.L. 113-91)

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The “Never Contract with the Enemy” restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

b. Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the [System for Award Management](#) exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.

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City Manager

ITEM NO. 7.2

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

Subject:

Discussion and possible action regarding approval of a contract for engineering services with Jones Heroy & Associates, Inc. for U.S. Environmental Protection Agency (EPA) \$1,000,000 grant for the City of Lampasas Wastewater Treatment Solids Handling Project.

Requested By: Van Sims, Water Wastewater Operations Manager

Submitted By: Van Sims, Water Wastewater Operations Manager

Date Submitted: May 20, 2025 For the Agenda of: May 27, 2025

Procurement and Funding Statement:

N/A

Attachments: Agreement for Engineering Services

Summary Statement:

The City of Lampasas has been awarded a grant from the U.S. Environmental Protection Agency in the amount of \$1,000,000 to support upgrades and improvements at the Wastewater Treatment Plant. To assist with the design, permitting, and technical oversight of the funded project, the City issued a Request for Qualifications (RFQ) for professional engineering services in December 2024 and Jones Heroy & Associates was selected based on their expertise, relevant project experience, and understanding of federal grant compliance.

Recommendation:

Staff recommends Council approve the Contract and authorize the City Manager to execute all required documents involving engineering services for the U.S. EPA grant.



JONES - HEROY & ASSOCIATES, INC.

May 14, 2025

Mr. John McElroy
Public Works Director
312 East Third Street
Lampasas, Texas 76550

Re: **City of Lampasas**
Wastewater Treatment Plant (WWTP) Solids Handling Improvements
Sludge Dewatering Equipment Procurement and Design, Bidding, and Construction Phase
Proposal for Professional Services

Dear Mr. McElroy:

Jones – Heroy & Associates, Inc. (JHA) appreciates the opportunity to submit the attached two (2) agreements to the City of Lampasas (City) for professional engineering services. The proposed WWTP Solids Handling Improvements Project has been structured into two contracts to facilitate the United States Environmental Protection Agency (EPA) grant funds that have been awarded to the City for the Project. The overall engineering scope of work includes an evaluation of dewatering equipment options, project management, design, bidding, and construction administration services necessary to upgrade the City's existing belt filter press and associated building located at the Henderson Wastewater Treatment Plant.

The construction scope of work generally includes procurement of the dewatering equipment (Contract A) funded by the City followed by construction of a new dewatering building to house the dewatering equipment funded by the City and EPA grant funds (Contract B). Our Estimate of Probable Construction Cost (OPCC) for the total project improvements is \$3,151,700, with a summary for each contract shown below, and the complete OPCC attached.

- **Contract A – WWTP Sludge Dewatering Equipment Evaluation and Procurement**, to be completed prior to completion of the design phase for the dewatering equipment building and funded by the City outside of the EPA grant funds. The OPCC for Contract A is \$898,400.
- **Contract B – WWTP Solids Handling Improvements** to include construction of the dewatering equipment building, installation of the equipment procured with Contract A, and funded by City and EPA grant funds. The OPCC for Contract B is \$2,253,300.

City of Lampasas
May 14, 2025
Page 2 of 2

We appreciate the opportunity to present our proposed agreements to the City and look forward to working with you on this project. If you have any questions or comments, please contact me.

Sincerely,

JONES - HEROY & ASSOCIATES, INC.



Jason S. Jones, P.E.
Vice President

Enclosures:

- 1) Engineer's Opinion of Probable Construction Cost
- 2) Contract A Engineering Agreement – WWTP Sludge Dewatering Equipment Evaluation and Procurement
- 3) Contract B Engineering Agreement – WWTP Solids Handling Improvements

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the City of Lampasas, hereinafter called the "Owner", acting herein by Mayor Herb Pearce, hereunto duly authorized, and Jones-Heroy & Associates, Inc. hereinafter called the "Engineer," acting herein by Jason S. Jones, Vice President.

The Owner desires to engage the Engineer to render certain services in connection with the **Wastewater Treatment Plant (WWTP) Sludge Dewatering Equipment Evaluation and Procurement** hereinafter called the "Project".

SECTION 1 - EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the Sections to follow, and for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the Sections to follow. The Owner is awarding these funds by the Authority of the Texas Statutes, Professional Services Procurement Act.

SECTION II - SCOPE OF SERVICES

The Engineer shall render the following professional services necessary for the development of the Project:

Task 1: Sludge Dewatering Equipment Evaluation and Procurement Documents

1. Dewatering summary report. Some preliminary process design has been performed; however, there is some process design that will be reviewed and adjusted as the design of the dewatering facilities continues. Water quality sampling data most recently obtained by the Owner will be compiled with previous data and analyzed to provide the final design criteria for the dewatering improvements.
2. Engineer will conduct an evaluation of dewatering equipment options and identify selection factors for the procurement process (capital cost, building footprint needs, maintenance requirements, projected life-cycle costs, etc.)
3. Engineer will provide procurement documents that will generally include the following items:
 - Front end procurement documents for the evaluation of competitive sealed proposals based on vendor provided information and data provided by the Owner and Engineer to determine life cycle costs and selection criteria ratings.

- Equipment technical specifications for dewatering equipment to include a screw press or a belt press and ancillary equipment (sludge pumps, polymer feed system, and conveyor).
- 4. Provide Quality Assurance/Quality Control (QA/QC) by coordinating a thorough review of the equipment selection and procurement documents. Baxter & Woodman, Inc. (Baxter) will provide senior engineering review of process parameters, calculations, and costing along with QA/QC of procurement documents.

Task 2: Procurement Proposals and Contract Award

1. Assist the Owner with advertisement of the project in local newspapers.
2. Assist the Owner in obtaining qualified proposals from vendors including distribution of proposal request to qualified vendors.
3. Address comments or questions by vendors during the procurement phase and prepare addenda to the procurement documents if necessary.
4. Engineer will prepare a tabulation of proposals for supply of the equipment for the project and make a recommendation for contract award based on the engineering considerations involved.
5. Coordinate with the selected vendor to obtain formal execution of the contract documents.

SECTION III - AUTHORIZATION OF SERVICES

The Engineer shall be authorized to proceed with planning, design, and procurement documents listed in Section II upon execution of this Agreement. The Owner's authorization shall be obtained prior to proceeding with each subsequent phase of services.

SECTION IV - PERIOD OF SERVICE

This Agreement shall be effective beginning the date of this Agreement and shall remain in force until work is completed or terminated.

SECTION V - COORDINATION WITH THE OWNER

The Engineer shall hold periodic conferences with the Owner, or its representative, in order to obtain full benefit of the Owner's experience and knowledge of existing needs and facilities and be consistent with its current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for his use, all relative existing plans, maps, field notes, statistics, computations and other data in his possession. No charge will be made to the Engineer for such information and the Owner and its agencies will cooperate with

the Engineer in every way possible to facilitate the performance of the work described in the contract.

SECTION VI - THE ENGINEER’S BASIC COMPENSATION LUMP SUM BASIS

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation on a lump sum basis, as detailed in the fee schedule below.

Engineer will subcontract with specialty firms as detailed and in Section II, Scope of Work and listed below for the completion of the Project.

1. Baxter & Woodman, Inc. (Baxter) – QA/QC of Process Design, Procurement Documents

Execution of this Agreement will constitute written approval of the Owner for the above listed subcontractors. All subcontractors shall be subject to the conditions of this Agreement.

Lump Sum Fee Schedule

Task Description	Responsible Firm	Lump Sum Fee
Task 1: Dewatering Equipment Evaluation and Procurement Documents		
1.1 Civil/Process Engineering	Jones-Heroy	\$ 89,000
1.2 Civil/Process QA/QC	Baxter	<u>\$ 12,000</u>
	Subtotal Task 1:	\$101,000
Task 2: Procurement Proposals and Contract Award		
2.1 Civil/Process Engineering	Jones-Heroy	\$ 10,000
2.2 Civil/Process QA/QC	Baxter	<u>\$ 3,000</u>
	Subtotal Task 2:	\$ 13,000
	Total Lump Sum Fee:	\$114,000

Engineer will invoice the Owner monthly with payment due in 30 days after the invoice date. All remittances by Owner of such compensation shall be mailed to the Engineers Austin Office at 13915 N Mopac Expy, Suite 200, Austin, Texas 78728. Notwithstanding that payment is to be made in Austin, Texas, the venue in any disputes arising out of this contract shall be at Lampasas County, Texas.

Partial payments for services shall be made monthly in proportion to that part of the service in each phase which has been accomplished as evidenced by monthly statements submitted by the Engineer to the Owner. Final payment for services authorized in each phase shall be due upon completion of the services.

SECTION VII - SPECIAL ASSIGNMENTS AND ADDITIONAL SERVICES NOT INCLUDED IN BASIC COMPENSATION

Additional Services are those that are not currently anticipated to be a part of the project outlined in this proposal, but which could become necessary or desired at some time during the project.

Engineer will perform Additional Services only as authorized by the Owner. If the Owner requests Additional Services, Engineer will prepare a scope and budget for the services requested for approval prior to initiating the services using the hourly rate schedule attached as Appendix A.

In addition to the costs and exclusions mentioned above, services which are specifically excluded from the scope of services include:

1. Fees associated with public notices and permitting. This may include, but may not be limited to, public notices associated with bidding the project as well as advertising and permitting fees associated with State and Federal compliance.
2. Any improvements associated with flows from the AFNA facility. It is assumed that only flows from the City of Lampasas domestic service area and septic inflows will be handled by the dewatering improvements.
3. Major upgrades, rehabilitation, or repair items which may become necessary at the Main WWTP facility during the design or construction phase, which are not deemed necessary to complete the dewatering improvements identified herein.
4. Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Projects including preparation of engineering data and reports.
5. Engineering support for payment and performance issues caused by the construction contractor which would necessitate notification and possible involvement of the contractor's bonding company to complete the Project.
6. Engineering support for equipment and construction warranty issues during the warranty period.

SECTION VIII - REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner which, for its proper execution, involves extra services and expenses for changes in, or addition to the drawings,

specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control such as by (but not limited to) the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the Basic Compensation stipulated in this Agreement. Compensation for such extra services shall be the effective hourly rate set forth in Appendix A.

SECTION IX - OWNERSHIP OF DOCUMENTS

All original documents, plan designs, and related or partially completed projects for which Engineer has been fully compensated will be retained by Engineer and one reproducible copy, including any computer disks or other specially formatted information or document, will be provided to the Owner, without additional charge, upon request. It is acknowledged and agreed that any plans and specifications prepared by Engineer under this Agreement are instruments of professional service intended for one-time use. Nevertheless, the plans and specifications will become property of the Owner, and the Owner can use them at its discretion. In consideration of this reuse, the City agrees to hold harmless from and against any claims, liabilities, losses, damages and costs, including but not limited to cost of defense, arising out of the modification, misinterpretation, or misuse of any plans and specifications in the completion of a project by others, or arising out of any reuse of any plans and specifications on any other project, excepting only those liabilities, losses, damages, and costs caused by the sole negligence of Engineer. The Engineer may retain reproduceable copies of such documents.

SECTION X – TERMINATION

Either party may terminate the Agreement by giving to the other party 30 days' notice in writing. Upon delivery of such notice by the Owner to Engineer, Engineer will discontinue all services under this Agreement and promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable under this Agreement. As soon as practicable after receipt of notice of termination, Engineer will submit a statement showing in detail the services performed under this Agreement to the date of termination. The Owner will then promptly pay Engineer, subject to the Compensation Terms above, for all services actually performed under this Agreement, less any payment on account of the charges that has previously been made. Engineer will promptly turn over to the Owner or its designee reproducible copies of all engineering records of the Owner in Engineer's possession or under the control of Engineer, including but not limited to all notices, studies, disks, data, plans, specifications, reports, maps, plats and other documentation relating to the Owner. Copies of all partially completed designs, plans and specifications, notices, data, reports, maps and other documentation relating to the Owner prepared under this Agreement must be delivered to the Owner when and if Agreement is terminated, but subject to the restriction as to their use, as set forth in the Ownership of Documents Terms above.

SECTION XI - LIABILITY LIMITATION

The Owner agrees that the Engineer's professional liability for negligence, or breach of warranty in the preparation of designs and drawings, the designation or selection of materials and equipment, the selection and supervision of Project Representative and other personnel, or the performance of any other services in connection with any assignment for which written authorization is given by the Owner pursuant to Section III of this Agreement, shall in no event exceed the greater of the amount of the total compensation received by the Engineer for Services rendered in connection with such authorized assignment or the amount of insurance coverage that the Engineer has for such negligence or breach of warranty.

SECTION XII – INDEMNIFICATION

The Engineer hereby agrees to indemnify, and save harmless, the Owner, its directors, its officers, agents and employees, from and against any and all claims arising out of the negligent acts, errors or omissions of the Engineer.

SECTION XIII - ADDRESS OF NOTICES AND COMMUNICATIONS

With the exception of payments to Engineer as defined in Section VI, all notices and communications under this Agreement to be mailed to Engineer shall be to the following address:

Jones-Heroy & Associates, Inc.
2204 South Hwy 281, Suite D
Lampasas, Texas 76550

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address:

City of Lampasas
312 E. Third Street
Lampasas, Texas 76550

John McElroy, Public Works Director, City of Lampasas is the public official who is the primary contact for the Owner.

SECTION XIV - SECTION CAPTIONS

Each Section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Section or in any way determine its interpretation or application.

SECTION XV - SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XVI - MISCELLANEOUS PROVISIONS

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lampasas County, Texas.

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

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

EXECUTED on behalf of the Engineer by its Vice President shown below and on behalf of the Owner by its Mayor (thereunto duly authorized) this _____ day of _____, 2025.

CITY OF LAMPASAS

JONES-HEROY & ASSOCIATES, INC.

By: _____
Herb Pearce
Mayor, City of Lampasas

By: _____
Jason S. Jones
Vice President

Attest:

APPENDIX A

JONES - HEROY & ASSOCIATES, INC.

TYPICAL COMPENSATION FOR PROFESSIONAL SERVICES ON TIME AND MATERIALS AND ESTIMATED FEE BASIS

Professional services performed on a time and material basis and estimated fee basis will be based on each employee's hourly rate, which is based on level of experience and expertise. The current rates of various staff categories are as follows and are updated from time to time:

Staff Category	Hourly Rate
President	\$ 300.00 per hour
Vice President / Senior Project Manager	\$ 255.00 per hour
Project Manager/ Project Engineer	\$ 210.00 per hour
Graduate Engineer	\$ 170.00 per hour
Technician	\$ 145.00 per hour
Administrative	\$ 120.00 per hour

Reimbursable expenses such as copies, delivery charges, and mileage will be billed at Jones-Heroy & Associates, Inc. direct cost.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the City of Lampasas, hereinafter called the “Owner”, acting herein by Mayor Herb Pearce, hereunto duly authorized, and Jones-Heroy & Associates, Inc. hereinafter called the “Engineer,” acting herein by Jason S. Jones, Vice President.

The Owner desires to implement the U.S. Environmental Protection Agency (EPA) 2024 Community Grants funded Project and the Owner desires to engage the Engineer to render certain services in connection with the **Wastewater Treatment Plant (WWTP) Solids Handling Improvements** hereinafter called the “Project”.

SECTION 1 - EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the Sections to follow, and for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the Sections to follow. The Owner is awarding these funds by the Authority of the Texas Statutes, Professional Services Procurement Act.

SECTION II - SCOPE OF SERVICES

The Engineer shall render the following professional services necessary for the development of the Project:

Task 1: Project Management

The Engineer will provide overall management support and shall serve as the primary point of contact to the Owner for the duration of the design, bidding, and construction administration phases of the Project. The Project will involve a multi-discipline team including Owner staff, engineers, surveyors, construction observers, equipment suppliers, and construction contractors. Project management services will generally include the following:

1. Lead and manage the project team by communicating internally and with the Owner to ensure project requirements and timelines are achieved.
2. Coordinate and conduct project meetings to obtain input and decisions from the Owner and the design team. Specific meetings shall include a pre-design kickoff meeting, design review meetings at the 30% and 70% phases, pre-bid meeting, project status meetings (as necessary), and construction phase meetings more completely described in the Construction Administration Task below.

3. Provide status reports to the Owner as necessary, which will include a detailed summary of the Project tasks, work completed to date, work scheduled for the upcoming month, and a list of needed items which may be required from the Owner.

Task 2: Design Plans and Specifications

The Engineer and our project team will provide design plans and specifications that will generally include the following items:

- Improvements to the existing solids handling facilities which may be required to maintain the existing belt filter press as a backup facility.
- A new dewatering and electrical Building to be split-face block, approximately 65' x 45' with a separate electrical room and an adjacent canopy to cover dumpsters and haul off area.
- Installation of dewatering equipment in the new building with ancillary equipment (sludge pumps, polymer feed system, and conveyor) with space provided for future dewatering equipment.
- New electrical equipment, electrical controls, variable frequency drives (VFD) or soft starts, as required, switchgear, disconnect switches, yard lighting, instrumentation, electrical wiring, control wiring, lightning protection, grounding, etc.
- Sitework, yard piping, HVAC, plumbing, foundations, water line extensions, chemical feed facilities, chemical line extensions.
- Coordination with the Owner's SCADA coordinator for integration of new equipment, as required.

The design plans and specification services will generally include the following tasks:

1. Conduct a site visit at the WWTP and collect additional available data pertaining to the project which, in the opinion of the Engineer, will be required for the design.
2. Conduct a design/topographic survey at the WWTP dewatering area. The topographic survey will identify visible features, existing utilities, and will locate existing fence/boundary lines as necessary. Texas 811 will be contacted to mark existing utilities prior to beginning the field work. Surface elevations will be collected to produce one-foot contours for the project site. Engineer will subcontract with Cuplin & Associates, Inc. (Cuplin) for surveying services.
3. Engineer will subcontract with MLA Geotechnical (MLA) for geotechnical investigation and design recommendation services. The geotechnical investigation will include:
 - Two borings in the general proximity of the selected location of the dewatering building. The borings will be approximately 15 feet deep; however, actual depth may vary depending on the field conditions encountered. Boring locations will be backfilled upon completion.
 - After drilling is complete, laboratory tests will be done to evaluate the classification, strength, and volume change potential of the predominant subsurface materials

observed in the borings. Typical laboratory tests may include Atterberg limits, 200 mesh sieves, moisture content, one dimensional swell, and unconfined compressive strength testing.

- Preparation of a geotechnical report describing field operations and laboratory tests, subsurface materials and conditions including boring logs, short-term groundwater observations during drilling operations, recommendations for suitable foundation types and depths, identification of allowable bearing values, and preparation of geotechnical material specifications. The structural design for the foundations, equipment pads, concrete floors, footings, and pavement will utilize information from the report.
4. The Engineer will develop process design and the major civil design including:
- Survey information and topography will be compiled in the area where the proposed facilities will be located. A preliminary layout of the building and facilities will be made and then adjusted as refinements are made.
 - Dewatering equipment will be integrated into the overall design with placement of the equipment and piping shown on the design plans.
 - The major features of the project design include: equipment installation, building and canopy, HVAC, and electrical facilities.
 - The design will progress through the following phases, so that all parties can review and comment on the progress of the design.
 - 30% Plan Set: To include process schematics, preliminary site and yard piping plans using the design survey provided, and the major equipment components recommended.
 - 70% Plan Set: To include all proposed improvements but will not necessarily include detailed electrical or structural engineering design, nor all project details.
 - 95% Plan Set: To include the entire set of Plans and Technical Specifications for review.
 - 100% Plan Set: To include the entire approved set of Plans and Technical Specifications to be used for Bidding the Project.
5. Cleary Zimmermann Engineers (Cleary) will be subcontracted to perform the electrical, instrumentation, and SCADA design and coordination. The electrical design work will include:
- Review of the existing electrical service to determine its adequacy to serve the proposed facilities.
 - Design or upgrade of the electrical service feeder, as required.
 - Design of the grounding and lightning protection (SPD) systems.
 - Design of the power distribution and the lighting for the site and the proposed structures.

- Design of electrical wiring and control wiring.
 - Coordination of the SCADA reporting and design upgrades with the Owner's staff.
 - Electrical load analysis calculation.
 - Preparation of electrical construction plans and specifications.
6. Winter Engineering (Winter) will be subcontracted to support the structural design needs of the proposed building and canopy. The geotechnical report will be used by the structural designers to determine foundation sizing, depth of floors, equipment pad sizing, and flexible pavement design.
 7. JNW Architects, LLC (JNW) will be subcontracted to support the architectural design needs of the proposed building and canopy.
 8. Prepare plans and specifications that will allow the Owner to publicly bid the construction phase of this project. Two copies of half size drawings (i.e., 11x17 drawings) and specifications will be submitted for the Owner's review at the 70% and 95% design phases. Contract documents will be submitted for review at the 95% design phase. Full size drawings will be provided upon request.
 9. Coordinate with the Texas Commission on Environmental Quality (TCEQ) to obtain necessary plan approvals prior to construction of the proposed improvements.
 10. Provide Quality Assurance/Quality Control (QA/QC) by coordinating a thorough review of the project plans, specifications, and contract documents. Baxter & Woodman, Inc. (Baxter) will provide senior engineering review of process parameters, calculations, and costing along with QA/QC of plans, specifications and contract documents.
 11. An Engineer's Opinion of Probable Construction Cost will be prepared based on the 95% design phase plans and specifications.

Task 3: Bidding and Contract Award

The Engineer will assist the Owner in receiving qualified bids from general contractors for this project, to include the following tasks:

1. Assist the Owner with advertisement of the project in local newspapers.
2. Attend and conduct the proceedings of a pre-bid conference.
3. Address comments or questions by contractors generated during the bid phase and prepare addenda to the bid documents if necessary. Plans and specifications will be made available at an accessible internet location (CivCast.com) for distribution to contractors.
4. Engineer will attend a public bid opening at a location designated by the Owner to open and read bids.
5. Engineer will prepare a tabulation of bids for construction of the project and make a recommendation for contract award based on the engineering considerations involved.

6. Coordinate with the selected contractor to obtain formal execution of the contract documents.

Task 4: Construction Administration

After a qualified contractor is selected and a contract is awarded, Engineer and our project team will provide the following services during the construction phase of the project:

1. Coordinate and review all necessary submittals from the contractor as required by the contract documents. A review of the means and methods of construction as well as the contractor's safety procedures have been excluded from these services and will be the sole responsibility of the contractor.
2. Coordinate and conduct pre-construction conference and construction progress meetings.
3. Provide one construction staking for the contractor prior to the construction start date. The staking of this project will establish all boundary corners and survey control for proposed project facilities.
4. Conduct construction observation site visits as necessary. Regular site visits (up to 2 times per week) are expected during the contractor's active period of construction at the site as well as during key phases of the work.
5. Provide a review of the construction materials testing services which will be contracted by and paid for by the contractor. This testing typically includes soil density testing and concrete cylinder testing.
6. Review all payment applications and make a recommendation to the Owner for monthly progress payments to the contractor and prepare routine change orders as required.
7. Conduct, in the company with the Owner, a substantial and final walk-through of the project for compliance with the contract documents. A certificate of substantial completion will be provided based on construction observed by Engineer.
8. Coordinate and review operation and maintenance manuals which will be provided by the contractor in accordance with the project specifications.
9. Assist the Owner with equipment startup, calibration of instrumentation, SCADA information, and adjustments required to bring the new facilities online.
10. Provide record drawings. One half-size copy and a PDF copy will be provided for the Owner's files. Full size drawings will be provided upon request.

SECTION III - AUTHORIZATION OF SERVICES

The Engineer shall be authorized to proceed with planning, design, and procurement documents listed in Section II upon execution of this Agreement. The Owner's authorization shall be obtained prior to proceeding with each subsequent phase of services.

SECTION IV - PERIOD OF SERVICE

This Agreement shall be effective beginning the date of this Agreement and shall remain in force until work is completed or terminated.

SECTION V - COORDINATION WITH THE OWNER

The Engineer shall hold periodic conferences with the Owner, or its representative, in order to obtain full benefit of the Owner's experience and knowledge of existing needs and facilities and be consistent with its current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for his use, all relative existing plans, maps, field notes, statistics, computations and other data in his possession. No charge will be made to the Engineer for such information and the Owner and its agencies will cooperate with the Engineer in every way possible to facilitate the performance of the work described in the contract.

SECTION VI - THE ENGINEER'S BASIC COMPENSATION LUMP SUM BASIS

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation on a lump sum basis, as detailed in the fee schedule below.

Engineer will subcontract with specialty firms as detailed and in Section II, Scope of Work and listed below for the completion of the Project.

1. Cuplin & Associates, Inc. (Cuplin) – Design Survey and Construction Staking
2. MLA Geotechnical (MLA) – Geotechnical Borings and Report, Construction Materials Testing
3. Baxter & Woodman, Inc. (Baxter) – QA/QC of Process Design, Plans, and Specifications
4. Cleary Zimmermann Engineers (Cleary) – Instrumentation & Electrical Engineer
5. Winter Engineering (Winter) – Structural Engineer
6. JNW Architects (JNW) - Architect

Execution of this Agreement will constitute written approval of the Owner for the above listed subcontractors. All subcontractors shall be subject to the conditions of this Agreement.

Lump Sum Fee Schedule

Task Description	Responsible Firm	Lump Sum Fee
Task 1: Project Management	Jones-Heroy	\$ 25,000
	Subtotal Task 1:	\$ 25,000
Task 2: Design Plans & Specifications		
2.1 Civil Engineering	Jones-Heroy	\$ 80,000
2.2 Design Survey	Cuplin	\$ 3,200
2.3 Civil/Process QA/QC	Baxter	\$ 15,000
2.4 Geotechnical Engineering	MLA	\$ 4,000
2.5 Structural Engineering	Winter	\$ 10,000
2.6 Architectural	JNW	\$ 16,000
2.7 Electrical Engineering	Cleary	<u>\$ 67,300</u>
	Subtotal Task 2:	\$195,500
Task 3: Bidding & Contract Award		
3.1 Civil Engineering	Jones-Heroy	\$ 8,000
3.2 Structural Engineering	Winter	\$ 1,000
3.3 Architectural	JNW	\$ 1,000
3.4 Electrical Engineering	Cleary	<u>\$ 1,000</u>
	Subtotal Task 3:	\$ 11,000
Task 4: Construction Administration		
4.1 Civil Engineering	Jones-Heroy	\$ 40,000
4.2 Construction Staking	Cuplin	\$ 2,000
4.3 Structural Engineering	Winter	\$ 2,600
4.4 Architectural	JNW	\$ 7,500
4.5 Electrical Engineering	Cleary	<u>\$ 9,500</u>
	Subtotal Task 4:	<u>\$ 61,600</u>
	Total Lump Sum Fee:	\$293,100

Engineer will invoice the Owner monthly with payment due in 30 days after the invoice date. All remittances by Owner of such compensation shall be mailed to the Engineers Austin Office at 13915 N Mopac Expy, Suite 200, Austin, Texas 78728. Notwithstanding that payment is to be made in Austin, Texas, the venue in any disputes arising out of this contract shall be at Lampasas County, Texas.

Partial payments for services shall be made monthly in proportion to that part of the service in each phase which has been accomplished as evidenced by monthly statements submitted by the

Engineer to the Owner. Final payment for services authorized in each phase shall be due upon completion of the services.

SECTION VII - SPECIAL ASSIGNMENTS AND ADDITIONAL SERVICES NOT INCLUDED IN BASIC COMPENSATION

Additional Services are those that are not currently anticipated to be a part of the project outlined in this proposal, but which could become necessary or desired at some time during the project.

Engineer will perform Additional Services only as authorized by the Owner. If the Owner requests Additional Services, Engineer will prepare a scope and budget for the services requested for approval prior to initiating the services using the hourly rate schedule attached as Appendix B.

In addition to the costs and exclusions mentioned above, services which are specifically excluded from the scope of services include:

1. Fees associated with public notices and permitting. This may include, but may not be limited to, public notices associated with bidding the project as well as advertising and permitting fees associated with State and Federal compliance.
2. Professional services associated with the National Environmental Policy Act (NEPA) compliance. Engineer will coordinate with the outside firm the Owner has separately contracted with for these services (Langford Community Management Services).
3. Professional services related to findings of threatened or endangered species and archeological resources during the design, permitting, or construction phase of the project.
4. Land or easement acquisition costs. It is assumed that all proposed facilities will be constructed within existing easements, buffer zones, and property owned by the City.
5. Any improvements associated with flows from the AFNA facility. It is assumed that only flows from the City of Lampasas domestic service area and septic inflows will be handled by the dewatering improvements.
6. Major upgrades, rehabilitation, or repair items which may become necessary at the Pretreatment or Main WWTP facility during the design or construction phase, which are not deemed necessary to complete the dewatering improvements identified herein.
7. Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Projects including preparation of engineering data and reports.
8. Construction Materials testing during the construction phase.
9. Preparation of environmental statement and assistance to Owner in preparing for and attending public hearings.

10. Engineering support for payment and performance issues caused by the construction contractor which would necessitate notification and possible involvement of the contractor's bonding company to complete the Project.
11. Engineering support for equipment and construction warranty issues during the warranty period.

SECTION VIII - REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner which, for its proper execution, involves extra services and expenses for changes in, or addition to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control such as by (but not limited to) the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the Basic Compensation stipulated in this Agreement. Compensation for such extra services shall be the effective hourly rate set forth in Appendix B.

SECTION IX - OWNERSHIP OF DOCUMENTS

All original documents, plan designs, and related or partially completed projects for which Engineer has been fully compensated will be retained by Engineer and one reproducible copy, including any computer disks or other specially formatted information or document, will be provided to the Owner, without additional charge, upon request. It is acknowledged and agreed that any plans and specifications prepared by Engineer under this Agreement are instruments of professional service intended for one-time use. Nevertheless, the plans and specifications will become property of the Owner, and the Owner can use them at its discretion. In consideration of this reuse, the City agrees to hold harmless from and against any claims, liabilities, losses, damages and costs, including but not limited to cost of defense, arising out of the modification, misinterpretation, or misuse of any plans and specifications in the completion of a project by others, or arising out of any reuse of any plans and specifications on any other project, excepting only those liabilities, losses, damages, and costs caused by the sole negligence of Engineer. The Engineer may retain reproduceable copies of such documents.

SECTION X - TERMINATION

Either party may terminate the Agreement by giving to the other party 30 days' notice in writing. Upon delivery of such notice by the Owner to Engineer, Engineer will discontinue all services under this Agreement and promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable under this Agreement. As soon as practicable after receipt of notice

of termination, Engineer will submit a statement showing in detail the services performed under this Agreement to the date of termination. The Owner will then promptly pay Engineer, subject to the Compensation Terms above, for all services actually performed under this Agreement, less any payment on account of the charges that has previously been made. Engineer will promptly turn over to the Owner or its designee reproducible copies of all engineering records of the Owner in Engineer's possession or under the control of Engineer, including but not limited to all notices, studies, disks, data, plans, specifications, reports, maps, plats and other documentation relating to the Owner. Copies of all partially completed designs, plans and specifications, notices, data, reports, maps and other documentation relating to the Owner prepared under this Agreement must be delivered to the Owner when and if Agreement is terminated, but subject to the restriction as to their use, as set forth in the Ownership of Documents Terms above.

SECTION XI - LIABILITY LIMITATION

The Owner agrees that the Engineer's professional liability for negligence, or breach of warranty in the preparation of designs and drawings, the designation or selection of materials and equipment, the selection and supervision of Project Representative and other personnel, or the performance of any other services in connection with any assignment for which written authorization is given by the Owner pursuant to Section III of this Agreement, shall in no event exceed the greater of the amount of the total compensation received by the Engineer for Services rendered in connection with such authorized assignment or the amount of insurance coverage that the Engineer has for such negligence or breach of warranty.

SECTION XII - INDEMNIFICATION

The Engineer hereby agrees to indemnify, and save harmless, the Owner, its directors, its officers, agents and employees, from and against any and all claims arising out of the negligent acts, errors or omissions of the Engineer.

SECTION XIII - ADDRESS OF NOTICES AND COMMUNICATIONS

With the exception of payments to Engineer as defined in Section VI, all notices and communications under this Agreement to be mailed to Engineer shall be to the following address:

Jones-Heroy & Associates, Inc.
2204 South Hwy 281, Suite D
Lampasas, Texas 76550

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address:

City of Lampasas
312 E. Third Street
Lampasas, Texas 76550

John McElroy, Public Works Director, City of Lampasas is the public official who is the primary contact for the Owner.

SECTION XIV - SECTION CAPTIONS

Each Section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Section or in any way determine its interpretation or application.

SECTION XV - SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XVI - MISCELLANEOUS PROVISIONS

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lampasas County, Texas.

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

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

This Agreement is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated herein as Appendix A.

EXECUTED on behalf of the Engineer by its Vice President shown below and on behalf of the Owner by its Mayor (thereunto duly authorized) this _____ day of _____, 2025.

CITY OF LAMPASAS

JONES-HEROY & ASSOCIATES, INC.

By: _____

Herb Pearce
Mayor, City of Lampasas

By: _____

Jason S. Jones
Vice President

Attest:

APPENDIX A
AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

PART I:

Changes

The Owner may from time-to-time request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to this Contract.

Personnel

- A. The Engineer represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner, except with the Owners written consent.
- B. All of the services required hereunder will be performed by the Engineer or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract. Special subconsultant Engineers may be used at the discretion of the Engineer.

Assignability

The Engineer shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Owner thereto. Provided, however, that claims for money by the Engineer from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

Reports and Information

The Engineer, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to

this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract. It is contemplated that, during the course of this engagement, the Engineer will render opinions as to the past and current performance and capabilities of others engaged, as a service to the Owner. All such opinions shall be rendered by the Engineer in confidence and shall be marked CONFIDENTIAL. Such opinions are not intended for distribution by the Owner. To help create an atmosphere in which the Engineer feels free to report his/her opinions candidly to the Owner, the Owner agrees to the extent allowed by law, to take all reasonable legal actions to keep such opinions confidential. The Owner is a public entity and is subject to the Texas Public Information Act. This fact has been taken into consideration in agreeing upon this section of this agreement. Any opinion provided by the Engineer shall clearly indicate that it is an opinion. The Owner further agrees to compensate the Engineer for any time spent or expenses incurred by the Engineer to provide reports not part of the fees in this Agreement in defense of any such claim, in accordance with the Engineer's prevailing fee schedule and expense reimbursement policy.

Records and Audits

The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative at the Engineer's office and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Engineer under this Contract are confidential and the Engineer agrees that they shall not be made available to any individual or organization other than the owner without the prior written approval of the Owner.

Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

Compliance with Laws

The Engineer shall make every effort to comply with applicable laws, ordinances and codes of the Federal, State and local governments at the time his/her services are rendered. In the event of change in a law, regulation, et al., the Engineer shall assess its impact. If in the Engineer's

professional opinion, the impact is such to significantly affect the Engineer's fee, costs or anticipated completion date, a changed condition will exist and shall be dealt with accordingly. In any event, the Owner waives any claim against the Engineer, for any claim or liability for injury or loss allegedly arising from the Engineer's failure to abide by federal, state and local laws, regulations, codes and standards that were not in effect or publicly announced at the time when the Engineer otherwise would have incorporated their intent into the work. The Owner further agrees to compensate the Engineer for any time spent or expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's prevailing fee schedule and expense reimbursement policy.

Equal Employment Opportunity

During the performance of this Contract, the Engineer agrees as follows:

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
- B. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, or national origin.
- C. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each of the Engineer's subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Owner's and the Secretary of Labor for purposes of investigation to ascertain compliance

with such rules, regulations and orders.

- F. In the event of the Engineer's non-compliance with the clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 112146 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Engineer will include the provisions of paragraphs A. through G. in every subcontract or purchase orders unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the Owners may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Engineer becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Owner, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments for 1972, Section 504 of the Rehabilitation Act of 1973, and The Age Discrimination Act of 1975

No person shall, on the grounds of race, color or national origin, sex, disability, or age be excluded from participation in, be denied the services or benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section "3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract may be on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban

Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given in lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Interest of Agents of Owner

No employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Engineer shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Engineer shall take appropriate steps to assure compliance.

Interest of Engineer and Employees

The Engineer covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Engineer further covenants that in the performance of this Contract, no person having such interest shall be employed.

[Appendix A, Part II begins on the following page.]

APPENDIX A
AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

PART II:

Revision Date: April 2025

EPA is providing the following list of statutory, regulatory, and Executive Order requirements to assist recipients or “pass-through entities” who make subawards under the Uniform Grant Guidance (UGG) to identify potential Federal requirements that may apply to subrecipients on EPA funded projects per 2 CFR 200.332(a)(2). The list is for informational purposes only and is not intended to be a comprehensive description of all requirements applicable to each EPA financial assistance award. How a specific requirement applies depends on the nature of the project and may require coordination between EPA and other Federal agencies.

Pass-through entities should consult their EPA Project Officer for further advice if they believe any of these requirements impact a subaward.

Note that major EPA assistance programs involving construction such as the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs have their own regulations and guidance documents for complying with “Flow Down” requirements. Loans and similar transactions that CWSRF and DWSRF recipients enter into are exempt from certain provisions of relating to subrecipient monitoring and management as provided in 2 CFR 1500.3(b). Therefore, the information in this document is not intended for recipients of CWSRF and DWSRF capitalization grants, and these recipients should refer to SRF program-specific guidance.

1. Nondiscrimination Laws and Social Policies

The requirements described in this section, when applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients and subrecipients are subject to the laws and policies described below. As provided in 2 CFR 200.300, the general terms and conditions of EPA grants implement these requirements. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA's regulations on "*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*," in 40 CFR Part 5 and 40 CFR Part 7 the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

b. Executive Order 11246

Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than \$10,000 are exempt from the requirements of the Order.

c. Executive Order 13798

Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.

d. Disadvantaged Business Enterprises (updated 04/24/2025)

EPA regulations at 40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs" set forth requirements to ensure nondiscrimination in the award of contracts under EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR

33.102 and the definition of "Recipient" in 40 CFR 33.103. Pursuant to a class exception issued on March 17, 2025, the EPA is suspending negotiations of fair share objectives with recipients under 40 CFR Part 33, Subpart D; recipient reporting requirements under 40

CFR 33.502; and the compliance and enforcement provisions under 40 CFR 33.105. EPA is also waiving the requirement to collect the final EPA Form 5700-52A, MBE/WBE Utilization Under Federal Grants and Cooperative Agreements as part of the closeout procedures of an EPA award. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b). For additional details see the Recipient/Applicant Information Notice RAIN-2025-G02.

e. Consultation with State and Local Officials

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in 40 CFR Part 29.

EPA financial assistance programs subject to intergovernmental review may be found at: <https://www.epa.gov/grants/epa-financial-assistance-programs-subject-executive-order-12372-and-section-204-demonstration>. Executive Order 12372 exempts tribal programs from intergovernmental review.

If intergovernmental review is required, and neither EPA nor the pass-through entity complied with 40 CFR Part 29 prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at 40 CFR 29.9(d) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

f. Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. Federal Funding Accountability and Transparency Act

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. Suspension and Debarment

The pass-through entities responsibilities are described at 2 CFR Part 180, Subpart C and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which include checking SAM to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

c. Limits on Fees Charged by Individual Consultants

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at 2 CFR 1500.10(a) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements and the Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance.

d. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. New Restrictions on Lobbying, 40 CFR Part 34

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by 40 CFR 34.110 and the “Lobbying and Litigation” Term and Condition.

f. Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with 2 CFR Part 200 requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

g. Build America, Buy America Act

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA’s BABA website.

When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or sub-recipients, as appropriate, may submit a project-specific waiver to EPA.

Guidance on the submission instructions of an EPA waiver request will be available on the EPA BABA website. A list of approved EPA waivers is available on the EPA BABA website.

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

c. Archeological and Historic Preservation Act

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

d. Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

e. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)

EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

f. Farmland Protection Policy Act

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

g. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly

with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

h. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

i. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

j. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."

k. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

i. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program's web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

m. Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

4. National Defense.

a. Never Contract with the Enemy (P.L. 113-91)

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The "Never Contract with the Enemy" restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

b. Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the System for Award

Management exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.

APPENDIX B

JONES - HEROY & ASSOCIATES, INC.

TYPICAL COMPENSATION FOR PROFESSIONAL SERVICES ON TIME AND MATERIALS AND ESTIMATED FEE BASIS

Professional services performed on a time and material basis and estimated fee basis will be based on each employee's hourly rate, which is based on level of experience and expertise. The current rates of various staff categories are as follows and are updated from time to time:

Staff Category	Hourly Rate
President	\$ 300.00 per hour
Vice President / Senior Project Manager	\$ 255.00 per hour
Project Manager/ Project Engineer	\$ 210.00 per hour
Graduate Engineer	\$ 170.00 per hour
Technician	\$ 145.00 per hour
Administrative	\$ 120.00 per hour

Reimbursable expenses such as copies, delivery charges, and mileage will be billed at Jones-Heroy & Associates, Inc. direct cost.

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

Subject:

Discussion and possible action regarding authorization of funding in the amount of \$3,554,455.00 for the Wastewater Treatment Plant Solids Handling Project.

Requested By: Van Sims, Water Wastewater Operations Manager

Submitted By: Van Sims, Water Wastewater Operations Manager

Date Submitted: May 20, 2025 For the Agenda of: May 27, 2025

Procurement and Funding Statement:

Funding: \$2,554,455.00 through fund 65 titled 2022 CO Issue and awarded U.S. EPA Grant \$1,000,000

Attachments: Engineer's Cost Estimates

Summary Statement:

The wastewater treatment facility solids handling system is in need of critical upgrades. The existing equipment and infrastructure have reached the end of their service life, resulting in increased maintenance costs, inefficiencies, and compliance risks. In response, the City developed a Solids Handling Improvements Project to upgrade and modernize the facility's sludge dewatering and processing systems. In 2023, the City applied for and was awarded a \$1,000,000 grant from the U.S. Environmental Protection Agency through the Community Grants Program to support the project. The estimated cost of the project and City's share includes grant administrative fees, engineering services, and constructions costs totaling \$2,554,455.00

Recommendation:

Staff recommends Council authorize funding from fund 65 in the amount of \$2,544,455.00, accept the \$1,000,000.00 grant from the EPA to fund the WWTP Solids Handling Project total project budget of \$3,544,455.00 and authorize the City Manger to execute all necessary documents related to the project.

Engineer's Opinion of Probable Construction Cost (Planning Level)
City of Lompasas
WWTP Solids Handling Improvements
May 2025

Contract A - WWTP Sludge Dewatering Equipment Evaluation and Procurement - Local City Funding Only					
Item	Bid Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Screw Press, Pumps, Conveyor, & Polymer (1 Unit for City's Solids, not including industrial)	1	LS	\$ 620,000	\$ 620,000
Construction Cost Subtotal					\$ 620,000
Mobilization, Payment Bond, & Performance Bond (5%)					\$ 31,000
Construction Contingency (20%)					\$ 130,200
Total Construction Cost					\$ 781,200
Engineering & Permitting (15%)					\$ 117,200
Total Project Cost					\$ 898,400

Contract B - WWTP Solids Handling Improvements - Local City and EPA Grant Funding					
Item	Bid Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Equipment Installation, Commissioning, and Startup	1	LS	\$ 155,000	\$ 155,000
2	Dewatering Building (65' x 43') (Sized for ultimate 2 screw press)	2,795	LS	\$ 312	\$ 872,040
3	Covered Haul Off Area (65'x20') (Includes flex base)	1,300	SF	\$ 60	\$ 78,000
4	Site Work	1	SF	\$ 50,000	\$ 50,000
5	Yard Piping	1	LS	\$ 20,000	\$ 20,000
6	Erosion & Sedimentation Controls	1	LS	\$ 10,000	\$ 10,000
7	Electrical & Instrumentation	1	LS	\$ 200,000	\$ 200,000
8	Electrical Equipment (Panels, Lighting panel, Conduit, Wiring, etc.)	1	LS	\$ 170,000	\$ 170,000
Construction Cost Subtotal					\$ 1,555,040
Mobilization, Payment Bond, & Performance Bond (5%)					\$ 77,800
Construction Contingency (20%)					\$ 326,600
Total Construction Cost					\$ 1,959,440
Engineering & Permitting (15%)					\$ 293,900
Total Project Cost					\$ 2,253,300

Total Project Cost Contracts A and B					\$ 3,151,700
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**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF LAMPASAS**

Subject:

Discussion and possible action regarding 2022 CO Issue Projects and Prioritization.

Requested By: Erin Corbell, City Manager

Submitted By: Erin Corbell, City Manager

Date Submitted: May 23, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

Fund 65- 2022 CO Issue- Balance \$6,861,735.30

Attachments:

Summary Statement:

In 2022, Certificates of Obligation were issued with the following identified projects and associated costs:

- WWTP, Pre-treatment, Belt Press: \$3,000,000
 - Hostess House: \$800,000
 - Water, Upper Pressure Plane Improvements: \$1,000,000
 - WW Interceptor Upgrade: \$500,000
 - W/WW Lab Exterior: \$250,000
 - Sewer Line- Pecan, 5th-9th: \$250,000
 - Water Looping- Live Oak, North-2nd: \$250,000
 - Calvert Basement: \$250,000
- Total identified costs = \$6,300,000

Current costs associated with the above projects exceed \$14,000,000.

With the Hostess House completion estimated to be near \$1,900,000 and allocation of \$2,554,455 to move forward with WWTP belt press replacement (with \$1,000,000 EPA grant), roughly \$2,427,000 remains to be allocated toward the other projects identified with the CO Issue.

W/WW staff identifies injection site upgrades to be top priority with remaining funds for system efficiency and staff safety. With that project, 2022 CO Issue funds will be exhausted.

Recommendation:

To consider a motion to approve prioritization of remaining 2022 CO Issue projects.

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City Manager

ITEM NO. 7.5

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

Subject:

Discussion and possible action regarding the Stars at Night event to be held at Campbell Park Pavilion on March 7, 2026, from 8:00 AM to 10:00 PM.

Requested By: Martha Noell

Submitted By: Lupe Charping, Parks Secretary

Date Submitted: May 21, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

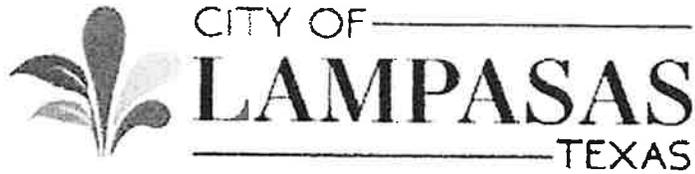
Attachments: Event Application

Summary Statement:

This item has been placed on Council agenda for consideration in approving Stars at Night Event to be held at Campbell Park Pavilion on March 7, 2026, from 8:00 AM to 10:00 PM. This event is being organized by Vision Lampasas-County Friends of the Night Sky. This item was presented and approved by the Parks Board on Thursday, May 15, 2025.

Recommendation:

To consider a motion to approve the Stars at Night Event to be held at Campbell Park Pavilion on March 7, 2026, from 8:00 AM to 10:00 PM.



Special Events Application

Event Information			
Event Name <i>Stars at Night</i>		Application Date <i>5/8/2025</i>	
Event Starting Date <i>3/7/2026</i>	Event Starting Time <i>8 am</i>	Event Ending Date <i>3/7/2026</i>	Event Ending Time <i>10 pm</i>
Sponsor Information			
Sponsor is defined as the Organization, Business or Individual who has primary responsibility for the management of this event.			
Sponsor Name / Group Name <i>Vision Lampasas - Lampasas Co. Friends of the Night Sky</i>			
Address <i>PO Box 1866</i>		Telephone <i>956-246-0349</i>	
City <i>Lampasas</i>	State <i>TX</i>	Zip <i>76550</i>	
Sponsors Primary Contact <i>Martha Noell</i>		Telephone <i>956-246-0349</i>	

Special Event Requirements and Procedures

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

EVENT TYPE / DESCRIPTION

Street Closure Event
 Party/Event Registration
 Parade
 Assembly/Outdoor Music at Ruth Eakin Theater
 Other (describe) Community event to promote conservation of dark skies

Event Location / Route
Campbell Park Pavilion

Purpose of the Event (Describe event) Free event for the community, all ages, to promote preserving the night skies. Exhibitors, activities for children, astronomers with telescopes, night sky & conservation presentations

Number expected to attend _____ Number of Event Staff _____

SPONSOR'S REPRESENTATIVE(S)

Name <u>Martha Noell</u>	Home Phone <u>956-246-0349</u>
Address <u>14 Deb Lynn</u>	Work Phone <u>—</u>
City / State / Zip <u>Lampasas TX 76550</u>	Cell Phone <u>—</u>
Email Address <u>martha@mfnuell.com</u>	Other Phone <u>—</u>

Name <u>Jane Watson</u>	Home Phone <u>512-934-4132</u>
Address <u>Po Box 1866</u>	Work Phone <u>—</u>
City / State / Zip <u>Lampasas TX 76550</u>	Cell Phone <u>—</u>
Email Address <u>watson5@ptd.net</u>	Other Phone <u>—</u>

SERVICES/EQUIPMENT NEEDED

My Event will have or need the following: (Check all that apply)

Traffic Control / Other Equipment

Barricades
 Traffic Cones
 Police Officers

Tents / Temporary Structures

Will Tents be used <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	# _____	Sizes _____
Will other Temporary Structures be used <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Describe _____	
Will electricity need to be provided <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	How? _____	
Will water need to be provided <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How? _____	

ALCOHOL

Alcohol Permit Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Date Applied _____	# of Officers _____ @ \$ _____ / hour
<small>(Permit required if alcohol consumed or possessed in public park / sports recreational facility)</small>		
Temporary Liquor License Applied for <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Applied _____	

MUSIC

Starting Time _____	Ending Time _____	# of Acts _____	Music Type _____
# Sound Amplification Equipment to be used <input type="checkbox"/> YES <input type="checkbox"/> NO		Maximum Amps Available _____	

OTHER

Has this event been held before YES NO If Yes, when? 3/2/2024 + 3/1/2025

I have reviewed the **Special Events Requirements and Procedures** and accept the responsibilities associated with this event. I have provided a diagram with this application. I request approval of this event.

Martha Noell 5/8/2025
 Signature of Representative Date

Event Diagram (Use additional pages if needed)

Event will be held in the pavilion. Telescopes will be set up in the park.

APPROVAL

Officers Scheduled YES NO # of Officers _____ Equipment Scheduled YES NO

Lieutenant Signature _____ Date _____

Chief of Police Signature _____ Date _____

Comments:

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

Subject:

Discussion and possible action regarding the construction of a 1400 sq ft concrete slab at the Animal Shelter in the amount of \$15,800.00 to expand the existing dog run with additional chain link fence.

Requested By: Kasey Schwartzer, Animal Shelter Supervisor

Submitted By: Charlie Boswell, Asst. Police Chief

Date Submitted: May 21, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

Animal shelter donations to date is \$12,357.05. These monies are unbudgeted and available for use. The equipment maintenance budget has a balance of \$6,630.00 and is not anticipated to be completely utilized this budget year. The shelter is asking to utilize \$12,200 in revenue from the donations and to cover the balance of \$3,600 from the equipment maintenance line item. The total cost will be expensed to 53-553-5505 – Capital buildings and grounds.

Attachments:

Summary Statement:

This item has been placed on the agenda for council consideration to approve an expansion of the animal shelter dog run. Staff received four bids, one from C3 Construction in the amount of \$15,800.00, one from Bobby Sanford in the amount of \$15,850.00, one from H-Brand in the amount of \$23,087.00, one from Bailey Construction in the amount of \$23,000.00. The recommended contractor is C3 Concrete Construction LLC, with a bid of \$15,800.00.

Recommendation:

To consider a motion to approve the bid from C3 Concrete Construction, LLC in the amount of \$15,800.00.

C3 CONCRETE CONST. LLC

Concrete Specialist

5125640097 |c3concreteconstruction23@gmail.com | Lampasas, TX|

May 20, 2025

Fernando Cisneros / OWNER C3 Concrete Construction LLC.
2989 FM 580 E Lampasas, Tx
512-564-0097

Proposal:

Lampasas Animal Shelter

We hereby propose to complete the following:

- Approx 1400 sqft dog run w/curb
- Approximately 40' of 6' Tall Chainlink Fence w/ 4' gate
- Dirt work and Concrete Labor
- Remove all debris resulting from the completed work.

TOTAL COST INCLUDES LABOR AND MATERIALS TO COMPLETE THE ABOVE SPECIFIED WORK

Total Price: \$15,800.00

Bobby Sanford LLC dba Electric-S
TECL#24567 Master #13122 Date: 2/17/2025
830-798-6001

Lampasas Animal Shelter
301 College Street
Lampasas Texas

Bobby Sanford LLC will provide all necessary supervision, labor, materials, equipment, and supplies required for the proper execution of the completion for this project. All applicable specifications, federal, state, and local regulations will be complied with and is the basis for this proposal.

Grind existing tree stump next to building
Install new concrete and curb to match existing with an approx. size of 39'x33' next to HVAC units following the exterior fence line
Install new 5' chain link fence with a man gate, no barbed wire on top to enclose exterior HVAC units
Assume City of Lampasas permit fee waved
No engineered or architectural plans included
Normal Hours
Total Cost \$15,850.00

Thank-you
Bobby Sanford, President

Bobby Sanford LLC dba Electric-S
PO Box 1528
Lampasas Texas 76550

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; Website: www.license.state.tx.us/complaints

ESTIMATE

H Brand Construction
2979 Boys Ranch Rd
Kempner, TX 76539-7007

hbrandconstruction@gmail.com
+1 (254) 290-5881



Bill to
Charlie Boswell

Estimate details

Estimate no.: 241
Estimate date: 04/23/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Animal Control Project	<p>Fill and smooth area for new estimated 1,400 sqft of concrete 4-5" thick with 4000 psi concrete. We will down into all existing concrete with 1/2 rebar. Mat will be laid on 18" center with 3/8 rebar . We will curbing to existing.</p> <p>Clean and remove tree debris/ stump</p> <p>Install new 8' chain link fencing with new walk in gate to enclose HVAC area.</p> <p>All work will be done and complete to the over-sites request and done all by code and requirements by the state. This estimate covers all Labor, machinery, materials and supervision.</p>	1	\$23,087.00	\$23,087.00
Total						\$23,087.00

Accepted date

Accepted by

Bailey Construction

P.O. Box 1252

Lampasas, Texas 76550

Phone: (512) 556-7918

Client Information

Client Name: Lampasas Animal Shelter

Property Address: 301 College Street

Phone: [\(512\) 556-8586](tel:5125568586)

Email: kschwartz@cityoflampasas.com

Project Overview

Our goal is to deliver quality craftsmanship and materials to meet your design and functionality goals.

Scope of Work

Install new concrete to match existing with an approx. size of 36'x32' in dog run

Install new 5' chain link fence with walkthru

Materials and Labor

- All labor, tools, and transportation included
- Premium materials for durability and finish
- All permits and inspections handled by our team

Cost Estimate \$23,000.00 with ½ Down

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

Subject:

Discussion and possible action to approve the budgeted repair expenses for the Fire Department Ladder Truck in the amount of \$149,992.08

Requested By: Joe Adams, Fire Chief

Submitted By: Joe Adams, Fire Chief

Date Submitted: May 21, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

This repair is a FY 24/25 budgeted item. GL 10-30-530-5420, Vehicle & Equipment Maintenance.

Attachments: Repair Invoice

Summary Statement:

During the FY 24/25 budget cycle, Council approved \$120,000.00 for the FD Ladder Truck rehab. Staff was notified of additional repairs/expenses relating to the aerial turntable swivel and outrigger stabilizers, exceeding the originally budgeted amount. This repair will extend the usable life of the truck five to seven years.

At the January 13, 2025 meeting, Council approved moving \$30,000.74 from the originally budgeted amount of \$55,000.00 for an SCBA Fill Station to cover additional expenses identified. Staff indicated at that time that this item can wait until the next fiscal year, as the Ladder Truck repair is more important.

This item has been placed on the agenda to approve the invoiced amount to comply with the City Purchasing Policy.

Recommendation:

To consider a motion to approve the Ladder Truck repairs performed by Siddons-Martin Emergency Group, LLC in the amount of \$149,992.08.

Siddons-Martin Emergency Group, LLC

4901 Roy J Smith
Killeen, TX 76543
Phone#: 1-800-784-6806
Dealer License#: P115891

INVOICE

**Siddons-Martin
Emergency Group**

Protecting the Southwest

INVOICE #: 28045-32219

DATE: 3/31/2025

PO#

SALESMAN:

BILL TO:

Qty	Description	Per Unit	Total
1	WORK PERFORMED ON INVOICE 28045	\$ 1.00	\$ 101,324.41
2	WORK PERFORMED ON INVOICE 32219	\$ 1.00	\$ 48,667.67
			\$ -
			\$ -
	Total Net Price		\$ 149,992.08

Payment Mailing Address:
UPS/Fed Ex/USPS
1362 E. Richey Road
Houston, TX 77073

Payment Wiring Information:
PNC Bank
Pittsburg, PA 15219
Account# 1069899004
Routing# 043000096
Fed Tax ID# 27-4333590

GL# 10-530-5420

REVIEWED CA



Siddons-Martin Emergency Group
 4901 Roy J Smith Dr.
 Killeen, TX, 76543
 USA
 Phone: (254) 658-0474

Invoice #:	329-0000028045
PO #:	
Date:	12/20/2024

Remit to: PO Box 679827 Dallas, TX, 75267 USA
 ACH/Wire instructions available upon request

<u>Customer info:</u>	<u>Document info:</u>	<u>Unit info:</u>	
Lampasas FD	Work order #: 329-	Job #: 124218	In / Out
1107 East 4th street	WO0000021509	VIN: 4EN3AAA8111004218	Hours: 0/0
Lampasas, TX, 76550	Service advisor:	Unit: 124218	Miles: 0/0
USA			

Line # Description:
 1 Condition: 132 POINT INSPECTION
Correction: 132 INSPECTION.

Part description: Item price: Total price:

Labor total: \$0.00 Parts total: \$0.00 Sublet total: \$0.00 Freight total: \$0.00 Line total: \$0.00

Line # Description:
 2 Condition: ALL FLUIDS SAMPLE
Correction: FLUID SAMPLES TAKEN AND SENT OFF. RESULTS ATTACHED.

Part description: Item price: Total price:
 FLUID SAMPLES \$188.00 \$188.00

Labor total: \$0.00 Parts total: \$0.00 Sublet total: \$188.00 Freight total: \$0.00 Line total: \$188.00

Line # Description:
 3 Condition: AERIAL SERVICE
Correction: PERFORMED AERIAL MAINTENANCE. CLEANED AND LUBED, REPLACED ALL FILTERS.

Part description: Item price: Total price:
 O-RING BACK-UP \$23.52 \$23.52
 HYDRAULIC FILTER \$30.87 \$30.87
 FREIGHT \$35.45 \$35.45
 FILTER ELEMENT (PRESSURE LINE) \$257.37 \$257.37

Labor total: \$2,902.79 Parts total: \$311.76 Sublet total: \$0.00 Freight total: \$35.45 Line total: \$3,250.00



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Line # Description:
 5 **Condition:** REBUILT EXTENSION AND LIFT CYL ON THE AERIAL
Correction: REMOVED LIFT AND EXTENSION CYLINDERS. SENT OUT TO BE REBUILT. REINSTALLED AND TESTED FOR LEAKS. ADJUSTED CABLE TENSION AND RAN AERIAL.

Part description:	Item price:	Total price:
EXTENSION CYL REBUILD	\$825.00	\$1650.00
LIFT CYL REBUILD	\$825.00	\$1650.00

Labor total: \$6,910.68 Parts total: \$0.00 Sublet total: \$3,300.00 Freight total: \$0.00 Line total: \$10,210.68

Line # Description:
 6 **Condition:** REMOVE AND REPLACE ROTATION MOTOR AND SEAL.
Correction: REMOVED AERIAL ROTATION MOTOR, REPLACED GASKET AND ROTATION MOTOR, CHECKED FOR PROPER OPERATION AND LEAKS.

Part description:	Item price:	Total price:
270171-002 - O-RING FAILSAFE BRAKE	\$22.22	\$22.22
270171-006 - GASKET SAE 4 BOLT	\$25.42	\$25.42
FREIGHT	\$188.00	\$188.00
270186 - MOTOR PARKER TF01703S010AAAC	\$6519.82	\$6519.82

Labor total: \$1,402.88 Parts total: \$6,567.46 Sublet total: \$0.00 Freight total: \$188.00 Line total: \$8,158.34

Line # Description:
 7 **Condition:** REPLACE CAB LIFT BLOCK AND DIAGNOSE FOR FURTHER ISSUES WITH CAB TILT SYSTEM
Correction: REPLACED MECHANICAL CAB LIFT JACK.

Part description:	Item price:	Total price:
CAB LIFT CYL REBUILD	\$373.51	\$747.02

Labor total: \$409.00 Parts total: \$0.00 Sublet total: \$747.02 Freight total: \$0.00 Line total: \$1,156.02

Line # Description:
 8 **Condition:** REPLACE STEERING CYL, LEAKING
Correction: REMOVED STEERING CYLINDER, SENT CYLINDER OUT TO BE REBUILT, REINSTALLED CYLINDER AND BLED STEERING SYSTEM, TOPPED OFF FLUID. CHECKED FOR PROPER OPERATION.

Part description:	Item price:	Total price:
STEERING CYL REBUILD	\$565.78	\$565.78

Labor total: \$613.52 Parts total: \$0.00 Sublet total: \$565.78 Freight total: \$0.00 Line total: \$1,179.30



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Line #	Description:	Item price:	Total price:
9	<u>Condition:</u> REPLACE TIE ROD ENDS <u>Correction:</u> REPLACED DRIVER AND PASSENGER TIE RODS ENDS AND INSTALLED NEW COTTER PINS.		
Part description:			
	TIE ROD END RH	\$385.40	\$385.40
	FREIGHT	\$23.83	\$23.83
	TIE ROD END LH	\$415.20	\$415.20
Labor total: \$1,227.02		Parts total: \$800.60	Sublet total: \$0.00
		Freight total: \$23.83	Line total: \$2,051.45

Line #	Description:	Item price:	Total price:
10	<u>Condition:</u> PUMP TRANSFER CASE LEAKING <u>Correction:</u> DISASSEMBLED GEARBOX AND BEARINGS, CLEANED AND INSPECTED COMPONENTS. REPLACED BEARINGS AND RACES FROM TAIL SHAFT ASSEMBLY AND INTERMEDIATE GEAR, REBUILT VALVE POWER SHIFT, MEASURED AND RECORDED GAP (.30MM) FROM TAIL SHAFT HOUSING AND GEARBOX HOUSING. REINSTALLED TRANSFER CASE AND TESTED.		
Part description:			
	GEARBOX BEARING/SEAL KIT, LG/SG/XLG	\$1578.07	\$1578.07
	FREIGHT	\$28.09	\$28.09
	FREIGHT	\$8.90	\$8.90
	OIL SEAL	\$31.58	\$31.58
Labor total: \$4,703.16		Parts total: \$1,609.65	Sublet total: \$0.00
		Freight total: \$36.99	Line total: \$6,349.80

Line #	Description:	Item price:	Total price:
11	<u>Condition:</u> REMOVE AND REPLACE PUMP PACKING, REPLACE PUMP SHAFT <u>Correction:</u> REMOVED PUMP LOWER CASE, PUMP SHAFT, IMPELLER, AND PUMP SHAFT ASSEMBLY, REPLACED PUMP SHAFT, REPLACED OIL SEAL FROM PUMP SHAFT AND INSTALLED NEW GASKETS ON PUMP LOWER CASE AND NEW PACKING SEAL. TESTED PUMP AND ADJUSTED PUMP PACKING.		
Part description:			
	FREIGHT	\$50.00	\$50.00
	PUMP SHAFT	\$1366.01	\$1366.01
	ZM PUMP PACKING, HALE	\$263.95	\$263.95
	QSMG/QMAX GASKET AND SEAL KIT	\$101.52	\$101.52
Labor total: \$3,023.00		Parts total: \$1,731.48	Sublet total: \$0.00
		Freight total: \$50.00	Line total: \$4,804.48



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Line # Description:
 12 **Condition:** PREFORM VACUUM TEST / REBUILD VALVES
Correction: REMOVED AND REBUILT ALL BALL VALVES AND VACUUM TESTED.

Part description:	Item price:	Total price:
G2 FIELD SERVICE / CONVERSION KIT w/STAINLESS BALL VALVE KIT 3" FOR ELKHART 2930 VALVE ASSEMBLY.	\$175.97	\$175.97
G2 FIELD SERVICE / CONVERSION KIT w/ STAINLESS BAL	\$187.06	\$187.06
FIELD SERVICE / CONVERSION KIT w/METAL BALL FOR ST	\$177.66	\$177.66
G2 FIELD SERVICE CONVERSION KIT w/STAINLESS BALL F	\$138.74	\$138.74
G2 FIELD SERVICE / CONVERSION KIT w/STAINLESS BALL	\$257.18	\$257.18
G2 FIELD SERVICE CONVERSION KIT w/STAINLESS BALL F	\$175.97	\$175.97
G2 FIELD SERVICE CONVERSION KIT w/STAINLESS BALL F	\$257.18	\$257.18
G2 FIELD SERVICE / CONVERSION KIT w/ STAINLESS BAL	\$177.66	\$532.98
G2 FIELD SERVICE / CONVERSION KIT w/STAINLESS BALL	\$175.97	\$175.97
G2 FIELD SERVICE / CONVERSION KIT w/ STAINLESS BAL	\$177.66	\$177.66
Labor total: \$6,067.72	Parts total: \$2,256.37	Sublet total: \$0.00
		Freight total: \$0.00
		Line total: \$8,324.09

Line # Description:
 13 **Condition:** REPLACE BAD AND DAMAGED GAUGES
Correction: REPLACED ALL PUMP DISCHARGE GAUGES.

Part description:	Item price:	Total price:
GAUGE, -30 - 600 CLASS ONE 2.5" WHITE	\$93.62	\$936.20
GAUGE,-30-600 PSI,4.5", WHT/BLK,CLASS1	\$183.86	\$367.72
FREIGHT	\$173.81	\$173.81
Labor total: \$1,227.01	Parts total: \$1,303.92	Sublet total: \$0.00
		Freight total: \$173.81
		Line total: \$2,704.74

Line # Description:
 14 **Condition:** CLEAN AND INSPECT ENGINE FOR OIL LEAKS
Correction: REPLACED ROCKER BOX GASKET, ADJUSTED CLEARANCE OF ROCKER ARMS, ALLOWED ENGINE TO OPERATE AT NORMAL TEMPERATURE AND CHECKED FOR LEAKS.

Part description:	Item price:	Total price:
FREIGHT	\$12.52	\$12.52
GASKET,RKR LEVER HOUSING	\$121.07	\$121.07
Labor total: \$1,218.36	Parts total: \$121.07	Sublet total: \$0.00
		Freight total: \$12.52
		Line total: \$1,351.95



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Line # Description:
 15 **Condition:** REMOVE AND REPLACE PINION SEAL, LEAKING
Correction: REPLACED LEAKING PINION SEAL AND ADJUSTED FLUID LEVEL IN REAR DIFF.

Part description: PINION SEAL
 Item price: \$88.27 Total price: \$88.27

Labor total: \$1,124.75 Parts total: \$88.27 Sublet total: \$0.00 Freight total: \$0.00 Line total: \$1,213.02

Line # Description:
 16 **Condition:** TRUCK DOES NOT MEET DOT TIME FRAME ON AIR LEAKS, DIAGNOSE AIR LEAKS
Correction: REPLACED A/C AIR CONTROL SWITCH, REPLACED REAR BRAKE VALVE, REPLACED 17 AIR FITTINGS. PERFORMED AIR BRAKE LEAKAGE TEST, OPERATING NORMAL AT THIS TIME.

Part description:

	Item price:	Total price:
PUSHON AIR FTG 1/4 X1/4 SWIVEL 90 DEG	\$15.34	\$15.34
MALE ELBOW P-T-C 3/8" X 1/4"	\$12.39	\$12.39
3/8 X 3/8 PRESTOMATIC BRASS MALE ELBOW	\$22.37	\$44.74
A/B MALE CONNT 1/2 X 1/2	\$12.18	\$12.18
MALE CONNECTOR P-T-C FITTING 1/4 X 1/4"	\$9.34	\$9.34
AIR BRAKE PUSH-TO-CONNECT MALE ELBOW, 3/4" X 3/4"	\$31.38	\$188.28
AIR BRAKE FITTING, BRASS, 3/8" X 1/4"	\$4.14	\$4.14
AIR BRAKE VALVE R14	\$217.69	\$217.69
AIR BRAKE PIPE COUPLING BRASS	\$22.54	\$22.54
1/2 CLOSE NIPPLE	\$2.88	\$2.88
AIR BRAKE PUSH-TO-CON MALE ELB, BR, 1/4" X 1/8"	\$14.23	\$14.23
AIR CYLINDER	\$250.42	\$250.42
FREIGHT	\$15.54	\$15.54
FREIGHT	\$13.12	\$13.12
MALE ELBOW P-T-C 3/8" X 1/4"	\$7.03	\$7.03
PUSHON AIR FTG 1/4 X1/4 SWIVEL 90 DEG	\$13.80	\$13.80

Labor total: \$2,642.80 Parts total: \$815.00 Sublet total: \$0.00 Freight total: \$28.66 Line total: \$3,486.46

Line # Description:
 17 **Condition:** REMOVE AND REPLACE PUMP PRESSURE GOVERNOR
Correction: REPLACED PUMP GOVERNOR, TESTED ON RPM & PRESSURE MODE AND ADJUSTED IDLE.

Part description: GOVERNOR, CONTROL DISPLAY "CAPTAIN" PRS GOV
 FREIGHT
 Item price: \$3718.08 Total price: \$3718.08
 \$50.60 \$50.60

Labor total: \$204.50 Parts total: \$3,718.08 Sublet total: \$0.00 Freight total: \$50.60 Line total: \$3,973.18



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Line # Description:
 18 **Condition:** DIAGNOSE A/C INOP
 Correction: A/C WORKING WOULD NOT CHANGE FROM DEFROST DO TO LEAKING AIR VALVE. VALVE REPLACED WITH OTHER AIR LEAKS.

Part description:

Item price: Total price:

Labor total: \$582.67 Parts total: \$0.00 Sublet total: \$0.00 Freight total: \$0.00 Line total: \$582.67

Line # Description:
 19 **Condition:** REMOVE AND REPLACE DRAIN PAN FOR CREW AC, PAN DRAIN IS BROKEN.
 Correction: REMOVED ROOF CONSOLE AND REPLACED DRAIN PAN.

Part description:
 DRIP PAN A/C EVAPORATOR REDDOT
 FREIGHT

Item price: Total price:
 \$241.96 \$241.96
 \$30.45 \$30.45

Labor total: \$210.64 Parts total: \$241.96 Sublet total: \$0.00 Freight total: \$30.45 Line total: \$483.05

Line # Description:
 20 **Condition:** REUPHOLSTER DRIVER SEAT BOTTOM
 Correction: REPLACED DRIVER BOTTOM SEAT CUSHION AND COVER AND REINSTALLED SEAT.

Part description:
 FREIGHT
 SEAT CUSHION COVER
 SEAT CUSHION W/ SENSOR

Item price: Total price:
 \$54.05 \$54.05
 \$133.16 \$133.16
 \$127.20 \$127.20

Labor total: \$204.50 Parts total: \$260.36 Sublet total: \$0.00 Freight total: \$54.05 Line total: \$518.91



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Line # Description:
 24 **Condition:** UPGRADE EMERGENCY LIGHTS TO WHELEN M SERIES AND NEW BEACONS ON THE REAR
Correction: UPGRADED UPPER AND LOWER WARNING LIGHTS TO LEDS(10), UPGRADED LIGHTBARS(2) TO WHELEN LIGHTBARS,
 UPGRADED ROTATION WARNING LIGHTS(4) TO LEDS.

Part description:	Item price:	Total price:
FREEDOM IV + 1 LONG 12 LED RED	\$254.93	\$509.86
FREEDOM IV + 1 LONG 12LED WHT	\$254.93	\$509.86
MINI FREEDOM IV R O R PERM	\$1449.71	\$2899.42
MULTI-FUNCTION RELAY	\$25.87	\$25.87
M6 SERIES FLANGE CHROME	\$19.21	\$192.14
M6 LED FLASHER WHITE/RED	\$295.80	\$2957.99
L31 SUPER-LED FLAT MT. RED 12V	\$713.01	\$2852.04
LED FLASHER	\$47.38	\$47.38
Labor total: \$3,464.41	Parts total: \$9,994.56	Sublet total: \$0.00
	Freight total: \$0.00	Line total: \$13,458.97

Line # Description:
 25 **Condition:** UPGRADE REPLACE GROUND LIGHTS TO LED
Correction: REPLACED ALL GROUND LIGHTS WITH NEW LEDS LIGHTS.

Part description:	Item price:	Total price:
LED SUPER 44 BACKUP LAMP CLEAR	\$114.38	\$1143.79
Labor total: \$715.76	Parts total: \$1,143.79	Sublet total: \$0.00
	Freight total: \$0.00	Line total: \$1,859.55

Line # Description:
 26 **Condition:** UPGRADE CAB DOOR AND COMPARTMENT LIGHTS TO LED
Correction: INSTALLED LED LIGHTS IN COMPARTMENTS.

Part description:	Item price:	Total price:
LED SUPER 44 BACKUP LAMP CLEAR	\$114.38	\$1372.55
LED SUPER 44 BACKUP LAMP CLEAR	\$84.04	\$420.20
TRUCK-LITE STOP/TURN/TAIL 4" LED RED	\$102.23	\$204.46
PRIMARY WIRE CONNECTORS S/T/T	\$13.10	\$366.80
SEALED LAMP GROMMET 4IN	\$3.89	\$11.67
Labor total: \$1,329.27	Parts total: \$2,375.68	Sublet total: \$0.00
	Freight total: \$0.00	Line total: \$3,704.95



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Line # Description:
 27 Condition: UPGRADE DOT LIGHTS / AND REPLACE HEADLIGHTS TO H1VIZ HEAD LIGHTS
 Correction: UPGRADED DOT LIGHTS TO LED AND INSTALLED LED
 H1VIZ HEADLIGHTS.

Part description:	Item price:	Total price:
LED, Turn Light Amber, Arrow 12/24 VDC	\$173.64	\$347.28
LIGHT,MAO MAO,LED,RED MARKER STD RUBBER MOUNT,	\$16.58	\$33.16
GROTE RED LED MARKER LIGHT	\$17.71	\$35.42
Marker & Clearance Light 2 in 4", Amber LED	\$20.10	\$80.40
LIGHT AMBER MARKER LIGHT	\$44.41	\$88.82
LIGHT,MAO MAO,SUPER LED,WHITE ABS CHROME,	\$21.07	\$21.07
AMBER CLEARANCELIGHT	\$52.62	\$263.10
LIGHT RED 4 INCH MARKER LED	\$23.11	\$115.55
LED, Turn Light Amber, Arrow 12/24 VDC	\$169.61	\$339.22
2PC 4.4 IN AMBER LED TURN MARKER WATERPROOF	\$31.30	\$62.60
HI-VIZ 4 X 6 FACTORY HEADLIGHT KIT CHROME	\$1778.01	\$1778.01
Headlight Mounting Kit for ATI & KD Housings	\$93.81	\$187.62

Labor total: \$744.27 Parts total: \$3,352.25 Sublet total: \$0.00 Freight total: \$0.00 Line total: \$4,096.52

Line # Description:
 28 Condition: PUMP TEST
 Correction: PERFORM ANUAL PUMP TEST.

Part description:	Item price:	Total price:

Labor total: \$525.00 Parts total: \$0.00 Sublet total: \$0.00 Freight total: \$0.00 Line total: \$525.00

Line # Description:
 29 Condition: UPGRADE SCENE LIGHTS
 Correction: UPRADED SCENE LIGHT TO FIRETECH LED.

Part description:	Item price:	Total price:
POLE MOUNT GAURDIAN SCENE LIGHT	\$1231.78	\$2463.56
FREIGHT	\$27.42	\$27.42

Labor total: \$818.01 Parts total: \$2,463.56 Sublet total: \$0.00 Freight total: \$27.42 Line total: \$3,308.99



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Line #	Description:				
30	<u>Condition:</u> UPDATE LADDER TIP LIGHTS <u>Correction:</u> REPLACED LADDER LIGHTS WITH NEW LED LIGHTS AND SECURED WIRES HARNESS.				
Part description:		Item price:	Total price:		
FREIGHT		\$30.22	\$30.22		
5 LED EXTREME WORK LIGHT BLACK HOUSING		\$452.14	\$1356.42		
Labor total: \$1,636.01	Parts total: \$1,356.42	Sublet total: \$0.00	Freight total: \$30.22	Line total: \$3,022.65	

Line #	Description:				
31	<u>Condition:</u> REPLACE MAIN AERIAL HYD PUMP <u>Correction:</u> CHANGED HYDRAULIC FLUID AND FILTERS, RAN AERIAL FOR SOME TIME, CHANGED FILTERS AGAIN. PERFORMED THE AERIAL MAINTENANCE AND RAN AERIAL FOR SEVER HOURS, CHANGED FILTERS ON LAST TIME. AERIAL RUNNING AT NORMAL SPEED. DID NOT REPLACE PUMP AT THIS TIME.				
Part description:		Item price:	Total price:		
FILTER ELEMENT (PRESSURE LINE)		\$277.32	\$554.64		
O-RING BACK-UP		\$23.52	\$47.04		
FREIGHT		\$41.72	\$41.72		
HYDRAULIC FILTER		\$34.31	\$68.62		
NAPA TRACTOR HYDRAULIC FLUID AW32 55GAL		\$1142.38	\$1142.38		
AW-32 HYD OIL 5 GAL		\$95.56	\$95.56		
Labor total: \$2,372.20	Parts total: \$1,908.24	Sublet total: \$0.00	Freight total: \$41.72	Line total: \$4,322.16	

Line #	Description:				
32	<u>Condition:</u> RUNG ALIGNMENT SWITCH <u>Correction:</u> RUNG ALIGNMENT SWITCH STICKING. REPLACED SWITCH AND RETESTED. OPERATING NORMAL.				
Part description:		Item price:	Total price:		
HONEYWELL MICRO SWITCH		\$565.97	\$565.97		
Labor total: \$409.01	Parts total: \$565.97	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$974.98	

Total of All Services			
Labor total	\$50,020.78	Shop supplies	\$250.00
Parts total	\$45,428.75	Sublet total	\$4,800.80
Freight total	\$824.08	Sales tax	\$0.00

Invoice total: \$101,324.41



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Invoice #:	329-0000032219
PO #:	
Date:	2/26/2025

Remit to: PO Box 679827 Dallas, TX, 75267 USA
 ACH/Wire instructions available upon request

Customer info: Lampasas FD 1107 East 4th street Lampasas, TX, 76550 USA	Document info: Work order #: 329- W00000035595 Service advisor:	Job #: 124218 VIN: 4EN3AAA8111004218 Unit: 124218	Unit info: In / Out Hours: 0/0 Miles: 0/0
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Line # 1	Description: <u>Condition:</u> REPLACE SHORLINE WITH AUTO EJECT. <u>Correction:</u> REPLACED OLD SHORELINE PLUG WITH A KUSSMUAL AUTO EJECT.				
Part description: YELLOW COVER, W/AIR EJECT NAMEPLATE SUPER AUTO EJECT 120 VOLT AC 20 AMP			Item price: \$49.68 \$473.09	Total price: \$49.68 \$473.09	
Labor total: \$1,227.01	Parts total: \$522.77	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$1,749.78	

Line # 2	Description: <u>Condition:</u> FRONT BUMPER TWIST LATCHES <u>Correction:</u> REMOVED BROKEN LATCHES AND REPLACED WITH NEW LATCHES.				
Part description: FREIGHT LATCH .5 TURN VISE ACTION			Item price: \$99.48 \$110.20	Total price: \$99.48 \$220.41	
Labor total: \$204.50	Parts total: \$220.41	Sublet total: \$0.00	Freight total: \$99.48	Line total: \$524.39	

Line # 3	Description: <u>Condition:</u> REPAIR REAR PULL OUT STEP <u>Correction:</u> REMOVED REAR PULL OUT STEP AND RAILS. DRILLED NEW HOLES ON STEP AND MOUNTING BRACKET FOR NEW SLIDE RAILS. INSTALLED NEW RAILS AND ADJUSTED LATCH.				
Part description: TRAY TRAC ACCRD 500# C9301-			Item price: \$352.35	Total price: \$352.35	
Labor total: \$818.00	Parts total: \$352.35	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$1,170.35	



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Document info: Work order #: 329-WO0000035595

Line # Description:
 4 **Condition:** PASSENGER SIDE OUTRIGGER
Correction: HAD CYLINDERS FOR OUTRIGERS REBUILT. AFTER INSTALL THE OUTRIGGERS WORK AS THEY SHOULD COMING UP COMPLETELY BEFORE RETRACTING.

Part description: Item price: Total price:

Labor total: \$2,249.51 Parts total: \$0.00 Sublet total: \$0.00 Freight total: \$0.00 Line total: \$2,249.51

Line # Description:
 5 **Condition:** WATER LEVEL GAUGE NOT READING FULL
Correction: FILLED AND DRAINED TANK WATER LEAVEL GUAGE READING NORMAL

Part description: Item price: Total price:

Labor total: \$409.00 Parts total: \$0.00 Sublet total: \$0.00 Freight total: \$0.00 Line total: \$409.00

Line # Description:
 6 **Condition:** HYD OIL LEAK
Correction: HYDRAULIC LEAK FROM THE SWIVEL AT TURNTABLE. REMOVED SWIVEL AND REPINNED WIRES TO CONECTORS. INSTALLED ALL HYDRAULIC PORTS AND REINSTALLED SWIVEL. RAN TRUCK AERIAL MULTIPLE TIMES AND FLOWED WATER. NO LEAKS FROM SWIVEL AT THIS TIME.

Part description:	Item price:	Total price:
FREIGHT	\$376.61	\$376.61
FLEXIBLE COUPLING DUCTILE IRON 4 X 4 GROOVED CL 15	\$178.46	\$178.46
AW-32 HYD OIL 5 GAL	\$92.99	\$185.97
SWIVEL, AERIAL	\$30009.11	\$30009.11
SUBLET	\$96.48	\$96.48
SUBLET	\$216.62	\$216.62

Labor total: \$7,566.55 Parts total: \$30,373.54 Sublet total: \$313.10 Freight total: \$376.61 Line total: \$38,629.80



Siddons-Martin Emergency Group
 4901 Roy J Smith Dr.
 Killeen, TX, 76543
 USA
 Phone: (254) 658-0474

Invoice #:	329-0000032219
PO #:	
Date:	2/26/2025

Document info: Work order #: 329-WO0000035595

Line # Description:
 7 Condition: OUTRIGGER LEAKS
 Correction: REMOVED OUTRIGGER CYLINDERS AND HAD THEM REBUILT DUE TO LEAKS.

Part description:
 SUBLET

Item price: Total price:
 \$2623.98 \$2623.98

Labor total: \$1,310.86	Parts total: \$0.00	Sublet total: \$2,623.98	Freight total: \$0.00	Line total: \$3,934.84
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Total of All Services

Labor total	\$13,785.43	Shop supplies	\$0.00
Parts total	\$31,469.07	Sublet total	\$2,937.08
Freight total	\$476.09	Sales tax	\$0.00

Invoice total: \$48,667.67

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City Manager

ITEM NO. 7.8

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

Subject:

Discussion and possible action to consider approval of funds in the amount of \$31,140.00 to cover the cost to replace rescue tools (jaws of life) for the City of Lampasas Fire Department.

Requested By: Tim Davis, Assistant Fire Chief

Submitted By: Tim Davis, Assistant Fire Chief

Date Submitted: May 22, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

\$1,000 from 530-5415(Equipment maintenance)
\$3,000 from 530-5452(Travel & training)
\$3,000 from 530-5422(Preventative maintenance)
Added to 530-5515(Capital outlay)

Summary Statement:

This item has been paced on the agenda to discuss replacement for rescue tools. While this specific item was not budgeted there are funds to cover the purchase to replenish this necessary piece of equipment. Staff is requesting approval to transfer funds in the amount of \$7,000 to Capital Outlay to cover the cost to replace rescue tools (jaws of life).

Following a recent equipment assessment, the rescue tools were found to be irreparable and no longer meet operational safety standards. These tools are vital to effectiveness and safety of our emergency response teams. As such, it is imperative that they be replaced promptly to maintain our readiness and uphold public safety.

We propose reallocating funds from within the existing department budget to cover the cost of these replacements. No additional funding is being requested; this is strictly a reallocation of already appropriated resources.

Recommendation:

To consider a motion to approve the reallocation of funds as presented and to approve the purchase of rescue tools in the amount of \$31,140.00.



(877) 637-3473

Quote

Quote # QT1939718
Date 05/19/2025
Expires 05/30/2025
Sales Rep Herron, Jason R
Shipping Method FedEx Ground
Customer LAMPASAS FIRE DEPT (TX)
Customer # C43406

Bill To
 LAMPASAS FD
 1107 E 4TH STREET
 Lampasas TX 76550
 United States

Ship To
 LAMPASAS FIRE DEPT
 1107 E. 4TH STREET
 Lampasas TX 76550
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
700R162			Kit Contains the following: S789 E2 Cutter (272044000-1), SP555 E2 Spreader (271555000-1), R421 E2 Ram (274085000-1), Extended Life EXL Batteries for eDraulic Rescue Tools (272085410) (Qty 6), 110V eDraulic Rescue Tool Charger (272080411) (Qty 3)	1	\$30,840.00	\$30,840.00

Frank Potter 254-368-9157

Subtotal \$30,840.00
Shipping Cost \$300.00
Tax Total \$0.00
Total \$31,140.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1939718

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

Subject:

Discussion, consideration and possible action regarding engineering proposal from Eckermann Engineering, Inc. for ADA Parking Improvements at Hostess House.

Requested By: Erin Corbell, City Manager

Submitted By: Erin Corbell, City Manager

Date Submitted: May 23, 2025

For the Agenda of: May 27, 2025

Procurement and Funding Statement:

Fund 65- 2022 CO Issue- 65-500-5505- \$19,750

Attachments:

Summary Statement:

The grading of the current Hostess House parking lot and sidewalk approaches to the building do not comply with Federal ADA requirements and will require significant modification to come into compliance. Additionally, Texas state law requires any public work improvement in excess of \$20,000 to be engineered (Occ. Code 1001.053).

Eckermann Engineering, Inc. has prepared the attached proposal for topographic design survey, construction documents, bid phase services and construction phase services in the amount of \$19,750.

Recommendation:

Approve EEI proposal for engineering, bid and construction services for ADA accessibility for the Hostess House.



May 23, 2025

Mrs. Erin Corbell
City Manager
City of Lampasas
312 E. 3rd Street
Lampasas, Texas 76550

**RE: 2025 General Engineering Services Contract, Task Order 01
Hostess House ADA Parking Improvements
City of Lampasas, Texas**

Dear Mrs. Corbell:

Eckermann Engineering, Inc. is pleased to submit the following proposal for professional surveying and civil engineering services associated with ADA parking and sidewalk improvements near the Hostess House entrance.

We have included in the following Scope of Services that are anticipated to meet the Client's needs for this project.

A. Topographic Survey

EEI will contract with a sub-consultant to obtain a topographic survey to support the design of the parking lot and sidewalk improvements.

The limits of the survey will be defined by EEI and will generally include the sidewalk and ramp near the Hostess House entrance and a large portion of the adjacent parking lot and curb and gutter on each side of the main sidewalk connection to the parking lot.

The vertical datum will be based upon immediately adjacent City, FEMA, or USGS monuments. If a datum cannot be established, then the datum will be assumed, and the Client will be notified that additional services may be required to complete this task.

EEI will have provided:

1. A topographic map that depicts contours at 1.0' contour elevations within the streets.
2. The survey will identify fences, curb and gutter lines, edges of pavement, sidewalks, trees, visible existing utilities, etc.
3. Two (2) on-site temporary benchmarks.

B. Construction Documents

Utilizing the survey information obtained in a previous task, EEI will prepare construction documents for the proposed ADA parking and sidewalk improvements. EEI will provide the following civil design services to support this task:

1. Parking and Sidewalk Improvements:
 - a. Locate proposed ADA parking spaces and identify accessible routes from the parking spaces to the bottom landing of the existing ramp in front of the building.
 - b. Verify the existing ADA ramp in front of the building meets ADA requirements.
 - c. Provide detailed grading plan for all areas that will be required to be reworked to accommodate the ADA improvements.
 - d. Register the project TDLR and submit the planning materials to a Registered Accessibility Specialist (RAS) for the review and inspection of the pedestrian improvements as required. All costs to TDLR and the RAS will be considered reimbursable expenses and will be billed to the City as defined in the paragraph titled Fee and Billing.

EEI intends to use the City of Lampasas's Standard Construction Specifications and Details for the Project. If adequate specifications or details are not available, the City of Austin and/or TXDOT details and specifications will be provided. Individual specifications can be prepared for the Project as an Additional Service.

If the final scope of work differs from the above-listed items, EEI reserves the right to reevaluate the scope and fee for this task. The preparation of easements to support this task, if required, will be provided under a separate task.

C. Bid Phase Services

1. EEI will assist the City in advertising and soliciting bids for the construction of the proposed improvements.
2. Attend up to one (1) pre-bid meeting with City of Lampasas representatives and contractors, if required.
3. Review contractor bids that are received and submit a letter to the City of Lampasas with contractor recommendations. The Client shall have the sole responsibility in selecting a qualified contractor.

D. Construction Phase Services

EEI will provide the Client with the construction phase services listed below, which are only related to the civil improvements under this contract. The Client will administer all construction contracts. EEI will:

1. Attend up to one (1) pre-construction meeting with City of Lampasas representatives and selected contractor.

2. Make weekly visits to the project site in order to observe the progress and quality of the civil aspects of the work of the construction contractor. Based on EEI's site visits, EEI will inform the Owner as to the progress of the work and advise the Owner of any substantial defects and deficiencies in the work of the contractor which are discovered by EEI or are otherwise brought to EEI's attention.
3. Consult with and advise the Owner and issue instructions to the contractor on civil engineering items requested by the Owner.
4. Review samples, catalog data, schedules, shop drawings, tests of materials, and other civil engineering-related data the contractor submits.
5. Conduct, in company with the Owner, a final site walkthrough of the civil facilities of the project for conformance with the design concept of the project and in general compliance with the Contract.

EEI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. EEI shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

Client agrees to include in all construction contract provisions for Contract indemnification of both the Owner and EEI for Contractor's negligence and to name both the Owner and EEI as additional insured on applicable contractor's insurance policies.

INFORMATION PROVIDED BY THE OWNER

The Owner will provide the following information, upon which EEI will rely:

1. Executed copy of this agreement.

ADDITIONAL SERVICES

The following services are not included in the Scope of Services but can be provided as Additional Services if authorized by the Owner.

1. Surveying services not specifically outlined in the above Scope of Services.
2. Civil Engineering design services not specifically outlined in the above Scope of Services.
3. Assistance to the Owner or Owner as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Soil, foundation, and paving investigation, including field and laboratory tests, borings, related engineering analyses and recommendations, other than what is specifically included in this proposal.
5. Subsurface Utility Engineering Services
6. Endangered species issues or environmental studies.
7. Design of water, sewer, electric, gas, telephone, cable or lighting utilities.
8. Negotiations with the City or other parties to resolve protracted disputes regarding the Project.

FEE AND BILLING

EEI will provide the services identified herein based upon the summary below:

Lump Sum (LS) – EEI’s labor is included and will be billed based upon the lump sum amount identified.

Cost Plus (CP) – EEI’s labor will be billed on an hourly basis in accordance with the approved rates per the 2025 General Engineering Services Contract.

Task	Task Description	Fee Type	Budget
A	Topographic Design Survey	LS	\$ 3,750
B	Construction Documents	LS	\$ 10,000
C	Bid Phase Services	LS	\$ 2,000
D	Construction Phase Services	LS	\$ 4,000
<i>Project Total</i>			<i>\$ 19,750</i>

Items not specifically identified in the above Scope of Services will be considered an additional service.

Fees will be invoiced monthly in the consultant’s format based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

Reimbursable expenses, including printing, plotting, reproduction, messenger service, taxes on surveys, recording fees, submittal, and plan review fees, etc., will be considered reimbursable. They will be billed separately at 1.10 times the direct cost incurred. All permitting, application, and similar project fees will be paid directly by the Client.



Mrs. Erin Corbell, May 23, 2025

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in Attachment "A" of the 2025 General Engineering Services Contract between EEI and the City of Lampasas, which are incorporated by reference.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have an authorized person execute this Agreement in the space provided below and return a copy to us.

We appreciate the opportunity to provide this proposal to you. If you have any questions, please call me at (512) 556-8160.

Sincerely,

ECKERMANN ENGINEERING, INC.

A handwritten signature in blue ink that reads "Derrek Eckermann".

Derrek Eckermann, P.E.
President

APPROVED:

Client: CITY OF LAMPASAS

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

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