

**DEVELOPMENT AND ECONOMIC INCENTIVE
AGREEMENT: REQUEST FOR VOLUNTARY
ANNEXATION INTO LAMPASAS CORPORATE
LIMIT**

This Development and Economic Incentive Agreement ("Agreement") is made and entered into by and between the City of Lampasas, Texas ("City"), a Texas Municipal Corporation, and Brister Construction, LLC, (referred to herein as "Brister" or "Developer") a private residential property developer on the 8 day of November, 2021, which the City and Brister hereto agree will become, for all purposes, the "Effective Date" of the Agreement. The City and Brister are hereinafter jointly referred to as "Parties" and individually as a "Party."

RECITALS

WHEREAS, it is the City's goal to promote local economic development and to stimulate and support business and commercial activity, thereby growing employment opportunities and the workforce in the City; and

WHEREAS, the City has identified a shortage in the availability of single family homes in Lampasas, which has and will continue to have an overall negative effect on the economic development opportunities within the Lampasas community; and

WHEREAS, the City has determined that one mechanism that can be implemented to move toward its objective of spurring economic growth in the City is to offer incentives for the development of the Hidden Oaks Subdivision ("Subdivision"), which will be a single family residential neighborhood, including the Developer's expenditure of the capital investment related to the Project infrastructure and improvements associated with the residential Project, all of which the City believes will increase economic development within the corporate boundaries of the City; and

WHEREAS, Brister, the Developer of the Subdivision, desires to construct this residential development that will require a financial investment, less any contributions from the City, of not less than \$246,700.00 in utility and roadway infrastructure that will benefit the Subdivision, and which will consist of a minimum of twelve (12) single family residential dwellings within the corporate limits of the City of Lampasas (the "Project"); and

WHEREAS, as a part of the Project, pursuant to this Agreement, Brister shall be obligated to make agreed upon improvements to the public infrastructure, including upgrades to and installations of various drainage, water, wastewater and public roadways ("Public Improvements") in the area near or abutting the Project, which combined cost of such infrastructure less any contributions by the City, is estimated to have a combined current approximate value of a minimum of \$50,000.00, all of which will be required, pursuant to this Agreement and the development plans for the Project are required to serve the Project; and

WHEREAS, in addition to providing various public utilities and roadway access to the Project, the Public Improvements will provide benefits to other areas of the City, as well, and will benefit the community and its future expansion, as a whole, including specifically the overall development to the water and wastewater systems of the Lampasas community; and

WHEREAS, accordingly, after evaluation and careful assessment, the City has determined that a substantial and material economic benefit to the local economy and public infrastructure will inure to the citizenry and City as a whole from the development of this Project; and

WHEREAS, City is authorized by the State of Texas, pursuant to legislations including the Texas Local Government Code, §380.001, *et seq.*, to promote state and local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, as an economic incentive to Brister, the City desires to install at the City's cost, certain electrical infrastructure to each platted lot in the Subdivision, and, to contribute to Brister for certain Project expenses, pertaining to Brister's costs for construction of the Subdivision's infrastructure, which will benefit not only the Subdivision, but will also provide benefits to the general area of the City of Lampasas in terms of reliability, redundancy, and utility and roadway access; and

NOW, THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties hereto, City and Brister agree as follows:

AGREEMENT

Section 1. Brister Development Contractual Obligations.

In consideration of the City agreeing to provide the consideration and Economic Incentives to Brister for construction of the Project noted herein below, Brister shall:

- (a) Brister agrees this Agreement is conditioned upon the City's approval of the final plat for the Subdivision development; and
- (b) This Agreement in no way represents approval of or alters the requirements of the Subdivision's final plat and Brister agrees to comply with all obligations of final platting of the Subdivision; and
- (c) Initiate and/or continuously proceed with all necessary planning activities for the Project within 30 days of the Effective Date of the original Agreement; and
- (d) Continue, without interruption, the development of the Project, referred to herein as the Subdivision, which the Developer agrees shall consist of a minimum of twelve (12) single-family residential dwellings on the

twelve (12) residential lots, as shown on Exhibit "A" (the 'plat'), attached hereto and incorporated herein for all purposes, (also referred to herein as the "Subdivision Concept Plan") as proposed and approved by the City as part of the Agreement, until the Subdivision's development is fully completed, with one-hundred percent (100%) completion of all construction of the single-family residential dwellings to occur on or before the end of year five (5), after the Effective Date of the Agreement; and

- (e) Initiate and diligently move forward with, over the term of this Agreement, the installation and construction of the improvements to public infrastructure, detailed on Exhibit "B," attached hereto and incorporated herein for all purposes, with such improvements to public infrastructure having estimated current total value of a minimum minus any contributions from the City of \$246,700.00, and with all such public improvements to be one-hundred percent (100%) completed within two (2) years after the Effective Date of the Agreement; and
- (f) Provide complete and acceptable documentation to the City demonstrating Brister's actual investment as to the public infrastructure components, prior to the City's final acceptance of the public infrastructure and any reimbursement by the City for its participation in the cost of same; and
- (g) Provide the City with an engineer's certification that all public infrastructure has been installed by the Developer as per the specifications for the Project and as per all applicable City or State standards; and
- (h) Provide any required or requested bonds in accordance with the City's Subdivision Ordinance, and terms of Section 2 of the Agreement in effect as of the Effective Date of this Agreement; and complete the construction of all public infrastructure in accordance with the Subdivision Regulations, in effect as of the Effective Date, and prior to recordation of the Final Plat after its approval by the Council and prior to Developer's or Developer's representative's sale or conveyance of any lot or dwelling unity in the Subdivision; and
- (i) Provide a warranty bond for all public infrastructure in accordance with the City's Subdivision Regulations for the duration of the construction of the Subdivision, and for a period of two (2) years following the date of final acceptance of the last piece of public infrastructure accepted by the City; and
- (j) Provide maintenance (including mowing) of all public infrastructure until such time the Subdivision is complete and the Final Plat for the Subdivision has been accepted and filed in the County Deed Records by developer.
- (k) Provide the City with a semi-annual report, (on November 30th and June 30th) of all construction activities related to the Project and Subdivision, through build-out, and provide interim status reports to the City Manager and/or his assignee, as requested by the City, on a more frequent basis, if

requested by the City; and

- (l) Construct all Public Improvement infrastructure components of the Project within 24 months of the Effective Date of this Agreement to City approved specifications and provide for inspections as required by City; and
- (m) Promptly notify the City Manager, in writing, at any time that Brister identifies issues that may cause a delay in the ongoing development of the Project or otherwise cause Brister to miss any of the deadlines set forth herein for the Project; and
- (n) For property owned by Brister, keep current on the payment of any and all taxes owed to any taxing jurisdiction in which the Project is located; and
- (o) Keep current in the payment of all charges and fees for utility services provided by the City to the Project; and
- (p) Comply with all Federal, State and Local regulations and laws pertaining to the construction of the Project; and
- (q) Cooperate with the City in promptly providing requested documentation to confirm compliance with the terms of this Agreement.
- (r) Execute voluntary annexation request.
 - 1. Execute and fully process, at Developer's expense if any is incurred, a "Request for Voluntary Annexation of the Property," form which is attached hereto as Exhibit "C," contemporaneously with the execution of this Development Agreement, and work cooperatively with the City to complete the voluntary annexation of the Property into the City's corporate limits as quickly as feasible under the law. This requirement includes providing the City with all documentation necessary to complete voluntary annexation pursuant to State laws. Developer acknowledges and the Parties agree that without full annexation of the Property, this agreement shall be come void and all obligations of both Parties shall cease if annexation fails for any reason.
 - 2. Final Voluntary Annexation of the Property shall be completed by the City as soon as reasonably possible.

Section 2. Alternative Performance Guarantee

The City's Code of Ordinances requires that all developers shall file performance guarantees for public infrastructure that is not complete and/or accepted with the City, prior to submission of the Final Plat to ensure that the construction of all public infrastructure improvements for subdivision are completed in full compliance with City standards and engineering specifications, and that the construction done by developers passes required engineering tests, prior to the City's approval of a final plat for the subdivision.

In the case of this Subdivision, however, the Developer has requested that they not be required to file the standard performance guarantees, as allowed conditionally, by Subdivision regulations and has

requested that the City approve the final plat for the Subdivision and forgo the requirement that the Developer obtain and provide the City with a performance bond that would ensure that the Developer has performed all of its construction responsibilities for the Subdivision's infrastructure, prior to recordation of the final plat. Further the Developer has requested the recordation of the Final Plat be delayed until the public infrastructure as detailed in this agreement is completed and the 90 day requirement required by City Code be waived.

The Council has considered the Developer's request and has agreed to allow the Developer to enter into this Agreement, as an alternative form of performance security, which will ensure for the City and its citizens that all infrastructure related to the Subdivision that is designed, engineered, constructed and installed by the Developer and its contractors, shall fully meet the City's regulations, Codes and standards and will be constructed to pass all testing, as follows:

- a. Infrastructure Improvements. Developer agrees to construct and install the infrastructure improvements necessary to serve all lots in the Subdivision as shown on Exhibit B. The infrastructure improvements shall be constructed in conformance with the City's requirements, procedures, and specifications (including without limitation environmental protection requirements such as erosion controls and site restoration), pursuant to construction plans, permits, and specifications approved by the City prior to commencement of construction, and subject to observation, certification, and acceptance by the City as required by the City Manager. The Developer's Engineer shall submit a letter certifying that construction of the infrastructure was completed in accordance with the Project design specifications submitted to the City for this component of the Project,
- b. Field Changes/Deviations from Subdivision Plans. If a field change/deviation is required, the Developer shall submit a request for same to the City for review and approval, and City's Consulting Engineer shall, following its review, provide the City Manager with a written recommendation related to the requested change/deviation. The City Manager shall review the recommendation of Consulting Engineer and shall issue a determination on the requested change/deviation. The City Manager shall have final authority to approve or reject the requested change/deviation from the Plans, as submitted by Developer and approved by the City. During the course of construction of the Subdivision infrastructure improvements, if circumstances arise during which the Developer's Engineer and the City's Engineer disagree as to the necessity of, or the details concerning any suggested or recommended field change/deviation to the Subdivision Plans, either Engineer may appeal the matter to the City Manager for a determination, and the City Manager's decision regarding the matter shall be final.
- c. City's Acceptance of Infrastructure Improvements Upon completion of the Subdivision's infrastructure improvements, the Developer agrees to provide to the City a complete set of construction plans for the Subdivision's infrastructure improvements installed by the Developer, certified "record drawings" by the registered professional engineer responsible for preparing the approved construction plans and specifications. The Engineer's Certification shall include a statement that the infrastructure improvements have been constructed in accordance and compliance with Developer's Approved Construction Plans.

Upon certification of all infrastructure improvements by Developer's registered professional engineer, in accordance with the terms of this Agreement, and upon certification by Developer's registered professional engineer of the completion of all other improvements required by the City's Ordinances or by the City as part of the subdivision process, the City's Engineer shall review the "record drawings" plans. If the City's consulting Engineer determines public infrastructure was installed per plans and specifications previously submitted and approved by the City, the City shall accept the dedication of the infrastructure improvements to the City. If the City's consulting Engineer does not approve the "record drawings" plans, the City shall not accept the dedication of the infrastructure improvements or any other improvements in the Subdivision, and the City will provide notice to the Developer explaining the reasons for its non-acceptance and non-approval of the "record drawings" plans within ten (10) days of submittal by Developer. The Developer will have thirty (30) days from his receipt of the notice of deficiency to correct the problems identified by the City. Developer acknowledges and agrees that his failure to correct the deficiencies identified by the City will render the Project incomplete and shall result in non-recordation of the final plat for the Subdivision and non-issuance of any building permits for residential or other structures on the lots in the Subdivision.

- d. Certificates of Testing. Upon Developer's completion of the installation of the infrastructure improvements, the Developer agrees to provide to the City certificates from certified laboratories indicating satisfactory results of all City required hydrostatic and bacteriological testing of the Subdivision's infrastructure improvements.
- e. Recording of Final Plat. Prior to recordation of the final plat, the City's consulting Engineer shall be required to file a letter with the City stating that, based upon the City's Engineer's observations and review, the Subdivision's infrastructure improvements have been installed in the Subdivision in full compliance with the design and plans approved for the Subdivision and, further, that the City's Engineer recommends to the City Council that the City accept the Subdivision's infrastructure improvements as constructed by the Developer. Only after the City Council's acceptance of all Subdivision infrastructure improvements in accordance with the City of Lampasas Subdivision Ordinance and this Agreement, may the Developer record the final plat for the Subdivision in the records of Lampasas County. Only after recording the Final Plat does the Subdivision become a 'legal plat' of record and make the lots and/or any structures constructed thereon, within the Subdivision, eligible for legal sale.
- f. Building Permits. Only after acceptance of all Subdivision infrastructure improvements in accordance with the City of Lampasas Subdivision Ordinance and this Agreement will the City issue any building permits to allow construction on the lots in the Subdivision. Developer acknowledges and agrees that Developer's failure to complete the installation of the Subdivision infrastructure improvements in accordance with the terms of this Agreement shall result in non-recordation of the final plat for the Subdivision and the non-recordation for any property deeds for lots in the Subdivision, as well as non-issuance of any building permits for structures in the Subdivision.

Section 3. City Economic Contributions to Brister

In the event that Developer performs its contractual obligations pursuant to this Agreement, as stated herein above, in Section 2, the City shall provide incentives to the Developer and perform its obligations under this Agreement, as stated herein below:

1. **Electrical Infrastructure:** In consideration of Brister's investment minus any contributions from the City of approximately \$246,700.00 excluding land acquisition costs, in the development of the Subdivision within the City's limits, including the money invested by the Developer in the public infrastructure detailed herein, and Brister's satisfactory performance of all other acts and obligations hereinafter described, as an incentive for Brister's investment in the City, the City agrees to extend residential electric utility infrastructure from the City's existing electric distribution system to each of the Subdivision's platted residential lots. The total City financial incentive provided to Brister for this component of the Agreement related to the Project is currently estimated to be valued at nineteen thousand seven hundred sixteen dollars and four cents (\$19,716.04), contributed by the City, to Brister and the Project. The Plans and Cost summary related to this City incentive is set forth on Exhibit "D," which is attached hereto and incorporated herein for all purposes.
2. **City's Economic Incentive Payment Schedule and Process:** The City's Economic Contributions for Brister's Project Expenses shall be paid as follows:
 - a. City shall contribute funds related to the Project components by payment to Brister in an amount of the actual costs not to exceed fourteen thousand nine hundred twenty U.S. Dollars (\$14,920.00) for expenses related to engineering, easement acquisition, relocation, and construction of the wastewater systems by Brister at the request of the City. Release and payment of these funds by the City shall occur upon Brister's completion of the construction of the improvements, submission of complete documentation and invoicing detailing actual public improvement expenses pertaining to this phase of the Project only, and receipt of an Engineer's Letter of Concurrence, providing the City's final acceptance of the Public Improvement infrastructure for which these City funds are apportioned.
 - b. It is acknowledged and agreed by both Brister and the City that the maximum total amount of all Economic Incentive and developmental funding that the City agrees to provide to Brister, shall not exceed those amounts set forth herein.
 - c. Brister further acknowledges and agrees that the City's purpose in

entering into this Amended Agreement is to encourage development of the 12 lot Subdivision on the Property, as the residential development designed and proposed by Brister, i.e., the Project, which includes the various ancillary public infrastructure improvements detailed herein in this Agreement. Therefore, Brister agrees to develop the Project as detailed herein, to fully complete such development, as the Project, and to do so solely for the use and purpose as the designed and approved residential Subdivision Property, pursuant to the schedule agreed upon by Brister as detailed herein in Section 2 above, and to be fully completed on or before the end of the 60th month after the Effective Date of the original Agreement.

- d. The Developer acknowledges and agrees that if the Project, including all public infrastructure, is not fully completed and installed on or before the 60th month after the Effective Date of the original Agreement, such delay shall be deemed by the City to be a *material breach and default* by the Developer and, as such, it shall result in the termination of the Amended Agreement and any and all payment obligations by the City, and will trigger Recapture of any and all economic incentives already paid to Brister by the City, if any, pursuant to Section 4, below.

3. The City understands that, due to relocation of certain infrastructure, requested by the City, and the addition of one platted lot, the final plat will differ from the approved preliminary plat.

Section 4. Recapture/Termination

In the event that Brister allows ad valorem taxes owed by Brister on the Property, to the City or other taxing entity, to become delinquent by more than ninety (90) days, then this Agreement shall automatically terminate, with no opportunity for appeal or redress by Brister. On such occurrence, the termination by material breach by Brister shall trigger Recapture of Economic Payments and any other development contributions made by the City of Lampasas, if any, as set forth herein below.

Except as noted above, in the event that the City determines that Brister is in default of any of its responsibilities, noted herein, or of any of the terms, provisions, or conditions contained in this Agreement, then the City shall give Brister notice that it has thirty (30) days to cure the default identified by the City. In the event such default is not cured by Brister within the 30 day cure period, or if Brister has not commenced and prosecuted with continuous and sufficient diligence a satisfactory cure of the default(s) to the full satisfaction of the City within the thirty (30) days cure period, then this Agreement shall automatically terminate, with no opportunity for appeal or redress by Brister, and the City may trigger Recapture of any economic incentive Payments made by the City, if any, to Brister.

The date of termination as a result of default, as that term is used in this Section 4. shall be, in every instance, the 31st day after the day the City sends notice of the default(s) in the mail to the address shown in this Agreement to Brister, or by hand delivery, or by alternative transmission as set forth herein. Should the default be cured by Brister within the thirty (30) day cure period, Brister shall be responsible for so advising the City, in writing, and for obtaining a written 'release from the default by cure' from the City. If Brister fails to obtain the written release from the City on or before the 31st day, the Agreement will be considered to be terminated, with no further action required by the City.

In every case of termination due to Brister's default, as set forth above: (1) the City shall have determined in its sole discretion whether the default that occurred by Brister in the terms and conditions of this Agreement was material to the City; and (2) whether the default was not timely and fully cured to the City's satisfaction. If these two conditions are found by the City to exist, then Brister will have been deemed to have forfeited any and all Economic Development incentive payments it has already received from the City, as well as any rights to incentives or developmental payment not yet distributed by the City under this Agreement. Accordingly, pursuant to this Agreement upon such material uncured default, Brister shall be legally obligated to return all economic incentive funds previously provided to Brister by the City to the City on or before the 30th day after the City notifies Brister that it has terminated the Agreement, because of Brister's uncured breach and provides Brister with the amount that is being recaptured by the City from Brister. ("Recapture") Further, after default, Brister shall not be entitled to any further funding from the City under this Amended Agreement, or any future funding, development or incentive agreement with the City of Lampasas. Maximum amounts required to be repaid to the City pursuant to this Agreement shall be no more than the combined total amounts outlined in Section 2 of this Agreement. Further, in the event of default, as part of the Recapture, Brister shall be contractually obligated to pay the City the full value of the electrical system installation and any fees or expenses which would have otherwise been realized by the City, without the benefit of this Agreement, but which were waived by the City as part of this Agreement as an additional economic incentive to the Developer for the Project.

Section 5. Certification of Compliance by Brister

On written request by City, but at a minimum of at least once per year even without request from the City, Brister shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include all documentation establishing that all taxes related to the Property have been timely and fully paid, as required by law, and that the Project and the Subdivision development targets and development goals are being satisfied. The City, at any reasonable time, shall have the right to review all records of Brister related to the Project and provisions of this Agreement and Brister shall cooperate with such review, as required.

In accordance with Chapter 2264, Texas Government Code, Brister certifies that neither Brister, nor any branch, division, subcontractor or department of Brister will or does

knowingly employ any undocumented workers. Brister further certifies that in the event that Brister, or any branch, division, subcontractor or department of Brister is convicted of a violation under 8 U.S.C. Section 1324a (f), Brister shall repay the amounts previously provided to Brister by the City pursuant to this Amended Agreement, as noted in the Section 4 above related to Recapture. Should such conviction occur during the term of this Agreement, then such a conviction shall be cause for the immediate termination of this Agreement and Recapture.

Section 6. Term

This Agreement shall be effective for a period of five (5) years from its Effective Date, which the Parties intend to coincide with the date that the Agreement is executed as shown by the signature of the City Manager hereon below, unless otherwise terminated pursuant to the provisions otherwise set forth herein.

Section 7. Entire Agreement

This Agreement contains the entire agreement between the City and Brister with respect to the Project and the incentives offered to Brister by the City, as set forth and contemplated herein. This Agreement may only be amended, altered, or revised by the mutual approved written instrument signed by both the City and Brister.

Section 8. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. Brister may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall be at the sole discretion of the City Council of Lampasas.

Section 9. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the Parties in writing hereafter:

Brister: Brister Construction, LLC
 Jan Brister and David Brister
 5005 W FM 580
 Lampasas, Texas 76550

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

Section 10. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party

Section 11. Applicable Law

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of this Agreement shall lie in Lampasas County, Texas.

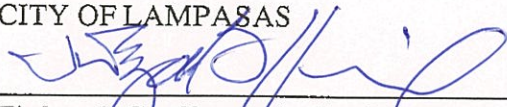
Section 12. Dispute Resolution

The Parties hereto agree that prior to filing legal claims and actions; the Parties will make good faith efforts to resolve any disputes that arise through mediation and negotiations, with the costs of such mediations to be shared equally by the Parties, except that each Party shall bear their own attorney costs, if any are incurred.

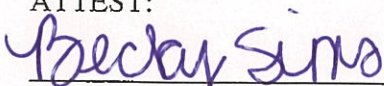
Section 13. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement on the 8 day of ~~September~~ November 2021 *BS*

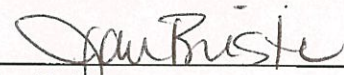
CITY OF LAMPASAS


Finley deGraffenried, City Manager

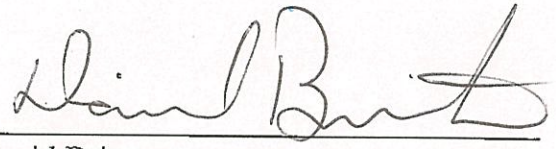
ATTEST:


Becky Sims, City Secretary

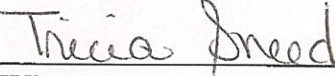
Approved as to Form: _____
(Separate cover)
J.C. Brown, City Attorney

Brister Construction, LLC


Jan Brister




David Brister



Witness

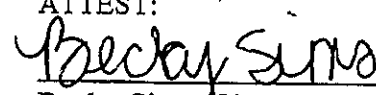
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CITY OF LAMPASAS

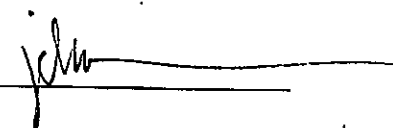


Finley deGraffenheid, City Manager


ATTEST:



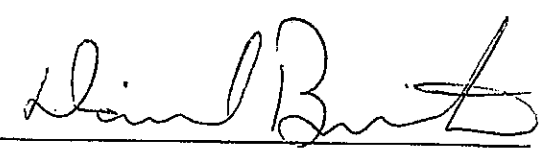
Becky Sims, City Secretary

Approved as to Form: 
(Separate cover)
J.C. Brown, City Attorney


Brister Construction, LLC



Jan Brister



David Brister



Witness

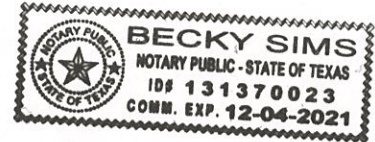
STATE OF TEXAS

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COUNTY OF LAMPASAS

The foregoing instrument was acknowledged before me this 8th day of November, 2021, by Finley deGraffenried, known to me to be the City Manager of the City of Lampasas, Texas.

Tracey Davis ^{TD} Becky Sims
Notary Public



My Commission expires: TD April 2023
12-4-21

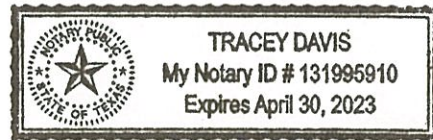
STATE OF TEXAS

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COUNTY OF LAMPASAS

The foregoing instrument was acknowledged before me this 8th day of November, 2021 by Jan Brister.

Tracey Davis
Notary Public



My Commission expires: April 2023

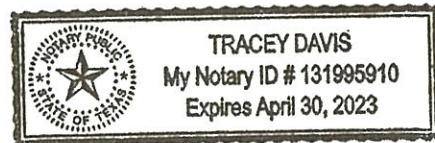
STATE OF TEXAS

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COUNTY OF LAMPASAS

The foregoing instrument was acknowledged before me this 8th day of November, 2021 by David Brister.

Tracey Davis
Notary Public



My Commission expires: April 2023

Hidden Oaks Estimation of Infrastructure

EXHIBIT B

Rough Cut and Road Base	40,850
Curb & Gutter	20,000
Asphalt	25,000
Road Bore	7,000
Sanitary sewer labor and materials includes lift station labor	75,350
Water labor, materials, fire hydrant	46,500
Lift Station	32,000
	246,700

COUNTY OF LAMPASAS §
STATE OF TEXAS §
 §

REQUEST AND PETITION TO THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS, FOR ANNEXATION OF SPARSELY OCCUPIED PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Lampasas County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Lampasas, Texas, (hereinafter sometimes referred to as "City") in order to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City, is one-half mile or less in width, and is occupied by fewer than three (3) persons; and,

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City of Lampasas to commence annexation proceedings and to annex into the corporate limits of the City of Lampasas, Texas, the Subject Property described as follows:

Annexation Tract 1:

Being 4.00 acres of the C.K. Reese Survey, Abst. No. 581 in Lampasas County, Texas, and being part of a 47.26 acre tract of land described in a deed from Joe P. Willis, et ux, to Arthur R. Fry, et ux, dated November 17, 1989, as recorded in Vol. 195, Page 430 of the Deed Records of Lampasas County, Texas.

SECTION TWO: Requests that, after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services.

SECTION THREE: Acknowledges and represents having received, read and understood the attached Draft Service Plan [See Exhibit "A," (proposed to be applicable to and adopted for the Subject Property) and that such Draft Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other areas of the City and as provided in the Service Plan.

SECTION FIVE: Agrees that a copy of this Petition and Request may be filed of record in the offices of the City of Lampasas and in the real property records of Lampasas County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 8 day of November 20 21 with the City Secretary of the City of Lampasas, Lampasas County, Texas.



Jan Brister, Brister Const., LLC



David Brister, Brister Const., LLC

State of Texas §

§

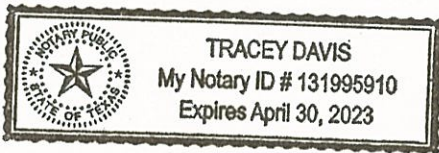
County of Lampasas §

§

BEFORE ME, the undersigned authority, on this day personally appeared Jan Brister, and acknowledged that (s)he has executed the foregoing document, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 8th day of November, 2021.

Tracey Davis



Notary Public in and for the State of Texas

State of Texas §

§

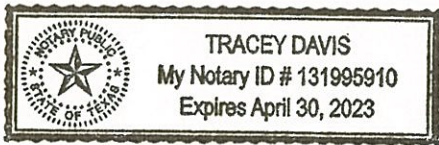
County of Lampasas §

§

BEFORE ME, the undersigned authority, on this day personally appeared David Brister, and acknowledged that (s)he has executed the foregoing document, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 8th day of November, 2021.

Tracey Davis



Notary Public in and for the State of Texas

**CITY OF LAMPASAS
MUNICIPAL SERVICE PLAN
FOR VOLUNTARY ANNEXATION OF SPARSELY OCCUPIED
4.00 ACRES OF LAND
ADJACENT TO THE CITY'S MUNICIPAL LIMITS**

INTRODUCTION

The City Council of the City of Lampasas has directed that staff proceed with the voluntary annexation process of land generally comprised of the following:

Being 4.00 acres of the C.K. Reese Survey, Abst. No. 581 in Lampasas County, Texas, and being part of a 47.26 acre tract of land described in a deed from Joe P. Willis, et ux, to Arthur R. Fry, et ux, dated November 17, 1989, as recorded in Vol. 195, Page 430 of the Deed Records of Lampasas, County, Texas.

The area is described as a sparsely occupied area of land.

INTENT

It is the intent of the City of Lampasas that this Service Plan shall provide for the delivery of fully available municipal services to the annexed area in accordance with State law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed areas. The delivery of municipal services may be accomplished through any means permitted by law.

SCHEDULE OF MUNICIPAL SERVICES TO BE PROVIDED:

FIRE

Existing Services: Currently, the City of Lampasas Fire Department (with limited staff), in conjunction and under agreement with the Lampasas County Volunteer Fire Department responds to this area, due to its close proximity to the City limits.

Services to be Provided: The City of Lampasas Fire Department and Lampasas County Volunteer Fire Department will continue to respond to the area after annexation. The level of staff available from the City of Lampasas Fire Department will be consistent with the existing level for staffing as provided for current City residents upon the effective date of the annexation. Primary fire response will be provided by the Fire Station located at 1107 East 4th Street. Adequate fire suppression activities can be afforded to the annexed area within the current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office, as needed.

POLICE

Existing Services: Currently, the area to be annexed is under the jurisdiction of the Lampasas County Sheriff's Department.

Services to be Provided: Upon annexation, the City of Lampasas Police Department will extend regular and routine patrols to the area. Law enforcement protection will be provided to this area in the same manner as it is currently provided to other similarly situated land within the corporate limits of the City. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICE

Existing: Emergency medical services to the area to be annexed are provided through a contracted provider administered by Lampasas County.

Services to be provided: The City of Lampasas does not provide emergency medical services. First responders from the Lampasas Fire Department/Lampasas Volunteer Fire Department will continue to respond to medical calls and assist the Lampasas County contracted emergency medical services provider. Emergency medical services will continue to be available to the area upon annexation through the contracted provider administered by Lampasas County.

BUILDING INSPECTION

Existing Services: Provide limited electrical and plumbing inspection services.

Services to be Provided: The Building and Planning Department will provide permit and inspection services upon the effective date of annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Lampasas.

PLANNING AND ZONING

Existing Services: None.

Services to be Provided: The Building and Planning Department's responsibility for regulating development and land use through the administration of the City of Lampasas Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lampasas Subdivision Ordinance. These services can be provided within the department's current staff and appropriation plans and/or budget.

ENVIRONMENTAL HEALTH CODE ENFORCEMENT SERVICES

Existing Services: Lampasas County currently provides all county level health regulations and services applicable to the property.

Services to be Provided: Enforcement of the City of Lampasas' health and sanitation ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of the annexation. These services can be provided

within the department's current staff and appropriation plans and/or budget. Lampasas County will continue to enforce all county level health regulations and services applicable to the property, after annexation, pursuant to applicable State and local laws.

LIBRARY

Existing Services: Currently, the Public Library is open to county residents with increased user fees for services provided.

Services to be Provided: City resident fees will be applied for library use privileges and will be available to anyone residing in this area. These services can be provided within the department's current staff and appropriation plans and/or budget.

PARKS AND RECREATION

Existing Services: Currently, Park and Recreation facilities are open to all area citizens. Local associations and locally sponsored recreational events receive priority use of facilities.

Services to be Provided: Park and Recreation facilities will be available to with no difference in services or costs provided to existing City residents, upon the effective date of annexation.

STREET

Existing Services: The property is adjacent to and accessed by Texas FM 580, which is a State of Texas roadway. No other roadways abut or serve the property. The State of Texas maintains the roadway and rights of way. The adjacent roadway is already within the corporate boundaries.

Services to be Provided: Street maintenance to the publicly owned street rights-of-way, not including state owned and maintained rights-of-way, will be provided by the City, upon the effective date of the annexation. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the current policies and procedures. A monthly street maintenance fee will be applied within thirty (30) days of the effective date of annexation, the same rate structure as that of the existing City residents will be applied.

STORM WATER MANAGEMENT

Existing Services: State of Texas Road and Drainage Maintenance; Lampasas County

Services to be Provided: The City of Lampasas Street Department will provide maintenance on any existing drainage system that falls under the City's responsibilities, i.e., those not maintained by the State of Texas, upon the effective date of annexation. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with current policies and procedures. Developer will provide storm water drainage at its own expense and the plans for same will be inspected by the City Engineers at time of completion. The City will then maintain the public drainage facilities associated with the annexed area, if any, upon approval and dedication to the City.

ELECTRIC SERVICE

Existing Services: Currently, the City of Lampasas serves electrical power to the area to be annexed for a fee that is greater than that of the residents of the City.

Services to be Provided: The City of Lampasas will continue to provide electric service to the annexed area. Within thirty (30) days of the effective date of annexation, the same rate structure as similarly situated users/properties within the City limits will be applied.

STREET LIGHTING

Existing Service: None

Services to be Provided: The City of Lampasas will coordinate any request for improved street lighting in accordance with standard policy and as plans, appropriations and budget allow.

TRAFFIC ENGINEERING

Existing Services: Roadway signage as provided by the State of Texas; and Lampasas County.

Services to be Provided: The City's Street Department will be able to provide, after the effective date of annexation, any additional traffic control devices as may be necessary for safety and traffic control of the annexed property not including state owned and maintained roadways or rights-of-way. If necessary, the Building Official will provide all properties involved with City street designations and numeric addresses that comply with the City's street system, within 90 days of the effective date of annexation.

WATER SERVICE

Existing Services: The City of Lampasas currently provides public water supply system to the property at an out of city rate as established by the City's fee schedule.

Services to be Provided: The City of Lampasas public water supply will continue to provide water service to the area in accordance with the applicable codes, fees and City policy. After annexation, water service shall be provided in accordance with extension ordinances and City policies applicable to in-city properties. Extension of service, if any new ones are required in the future, shall comply with City codes and ordinances and State law. Within thirty (30) days of the effective date of annexation, the same rate structure as that of the similarly situated properties within the City limits will be applied.

SANITARY SEWER SERVICE

Existing Services: The property is currently not served by the City of Lampasas sanitary sewer system.

Services to be Provided:

Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable City codes and departmental policy. When property develops in the area, sanitary

sewer service shall be handled in accordance with the present policies, codes and ordinances that apply to all residents of the City.

SOLID WASTE SERVICES

Existing Services: Rural service providers.

Service to be Provided: Solid waste collection services will be made available to the area of annexation in accordance with the City's present ordinance, fee schedule and agreement with solid waste providers as those agreements apply to the businesses and residents in the annexed area. Solid waste collection services will be administered in accordance with section 43.056 of the Texas Local Government Code.

MISCELLANEOUS

All other applicable municipal services will be provided to the newly annexed area in accordance with the City of Lampasas' established policies governing extension of municipal services to newly annexed areas.

CAPITAL IMPROVEMENTS, AVAILABILITY AND LEVEL OF SERVICE

The annexed area will be included with all other areas of the City for future planning for any new or expanded facilities, functions, and services to be funded by future capital improvements programs. The priorities assigned by these plans are driven by a desire to maintain an equitable level of service to all areas of the City with the same population density, land used and topography characteristics. Nothing in this plan shall require the city to provide a uniform level of municipal services to each area of the city, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

PRICES 6/8/21			
SINGLE PHASE INLINE POLE	2	\$ 1,109.54	\$ 2,219.08
SINGLE PHASE DEADEND POLE	6	\$ 1,462.50	\$ 8,775.00
WIRE #2 ACSR	1600	0.21	\$ 336.00
TRANSFORMER MATERIAL (NOT THE TRANSFORMER)	6	177.16	\$ 1,062.96
TRANSFORMERS	1	5088	\$ 5,088.00
SERVICE POLES	3	500	\$ 1,500.00
STREET LIGHTS	3	245	\$ 735.00
			\$ 19,716.04
TRANSFORMER SIZES AND COST			
3 - 25 kva (\$881 ea), 1 - 37.5 kva (\$1,115 ea) and 2 - 15 kva (\$665 ea)			