

**NOTICE OF REGULAR MEETING OF THE
LAMPASAS ECONOMIC DEVELOPMENT BOARD
OF THE CITY OF LAMPASAS, TEXAS
WEDNESDAY, MAY 10, 2023
JACK CALVERT MUNICIPAL BUILDING
302 EAST THIRD STREET
LAMPASAS, TEXAS 76550
4:30 PM Regular Session**

Notice is hereby given that the regular meeting of the Lampasas Economic Development Corporation Board of the City of Lampasas will be held on Wednesday, May 10, 2023 at 4:30 p.m. in the Jack Calvert Municipal Building located at 302 East Third Street, Lampasas, Texas. The Lampasas Economic Development Corporation 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 the attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.087 (economic development)

**REGULAR SESSION
4:30 p.m.**

- I. Call to Order
- II. Adjourn into Executive Session

EXECUTIVE SESSION

The board of the Lampasas Economic Development Corporation will meet in closed Executive Session pursuant to the Texas Government Code, Chapter 551, as follows:

- Sections 551.071(1) (A) and 551.071(2), Consultation with Attorney by telephone and/or in person concerning: (1) potential, pending, threatened and/or contemplated litigation or claims related to Development Agreements; (2) 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.
- Section 551.072 (deliberations about real property) – Deliberation concerning the potential purchase, exchange, lease, acquisition, sale and/or value of real property.
- Section 551.087 (economic development) - (1) to receive and evaluate financial information received from a business prospect, to discuss same, and /or to deliberate regarding commercial or financial information that the LEDC has received from a business prospect that the LEDC seeks to have locate, stay, or expand in or near the city, with which the LEDC is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above.

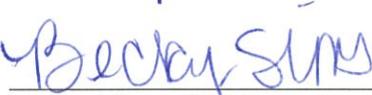
Adjourn Executive Session and Reconvene Regular Session.

REGULAR SESSION

- III. Discussion and possible action regarding Executive Session items

- IV. Open forum for citizen comments and questions (limited to five (5) minutes per person).
- V. Discussion and possible action regarding approval of the minutes dated April 19, 2023.
- VI. Discussion and possible action regarding Financial Statements and Balance Sheet.
- VII. Discussion and possible action regarding the final draft Land Use Regulation & Covenants.
- VIII. Update on the following:
 - County Update
 - LISD Update
 - Staff Update
 - Business Park Update
 - Solar Eclipse Update
 - Job Fair 2023
 - Networking Update
- IX. Items that the Board Members may request to be placed on the next agenda.
- X. 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 5 day of May 2023 at 5:30 pm.


Becky Sims, City Secretary

**MINUTES OF REGULAR MEETING OF THE
LAMPASAS ECONOMIC DEVELOPMENT CORPORATION BOARD
OF THE CITY OF LAMPASAS, TEXAS
JACK CALVERT MUNICIPAL BUILDING BOARD ROOM
302 EAST THIRD STREET
WEDNESDAY APRIL 19, 2023
5:30 P.M.**

The Lampasas Economic Development Corporation of the City of Lampasas met in regular session on the above date with President Misti Talbert presiding.

LEDC Members Present:

T.J. Monroe
Sid Ball
Steve Hudson
Fin Erwin
Ryan Shahan
Roland Schaub

LEDC Members Absent:

Bobby Carroll-Ex-Officio

City Staff Present:

Finley deGraffenried, City Manager/Executive Director
Ryan Ward, Assistant City Manager
Stacey Ybarra, LEDC Director
Becky Sims, City Secretary
Lupe Charping, Administrative Secretary

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

I. Call to Order

President Talbert called the meeting to order at 5:30 p.m.

II. Open forum for citizen comments and questions (limited to five (5) minutes per person)

There were no citizen comments

III. Discussion and possible action regarding approval of the minutes dated March 15, 2023.

Board member Monroe moved to approve the minutes as presented, the motion was seconded by Board member Hudson and with a unanimous vote, the motion carried.

IV. Discussion and possible action regarding the approval of the special called meeting minutes held on March 23, 2023.

Board member Hudson moved to approve the minutes as presented, the motion was seconded by Board member Monroe and with a unanimous vote, the motion carried.

V. Discussion and possible action regarding the approval of the special called meeting minutes held on April 3,2023

Board member Hudson moved to approve the minutes as presented, the motion was seconded by Board member Ball, and with Board member Monroe abstaining, the motion carried.

VI. Discussion and possible action regarding Financial Statements and Balance Sheet.

Board member Schaub moved to approve the Financials and Balance Sheets as presented, the motion was seconded by Board member Hudson and with a unanimous vote, the motion carried.

VII. Discussion and possible action regarding legal review and comments pertaining to Land Use Regulations & Covenants.

Stacey Ybarra, EDC Director presented the board with the comments and questions from the City Attorney. The board was in agreement with recommended changes and updates. By consensus, the board requested that the final draft be presented at the next meeting for final review.

VIII. Discussion and possible action regarding site selection interactive mapping services.

Board member Hudson moved to reconsider and reverse approval granted to purchase Flyer Viewer mapping services at the March 23, 2023 meeting and to approve the purchase of Moody's Analytics Catylist interactive mapping services for the price of \$2,400.00 annually, the motion was seconded by Board member Monroe and with a unanimous vote, the motion carried.

IX. Discussion and planning updates regarding the 2024 Solar Eclipse Town Hall.

Stacey Ybarra, LEDC Director provided update regarding the 2024 Solar Eclipse Town Hall that was held on Wednesday, April 5, 2023.

Participation/Representation

- *City Council*
- *City of Lampasas Staff*
- *Lampasas Chamber of Commerce*
- *Lampasas County*
- *Hamilton EMS*
- *Lampasas ISD*
- *Media Coverage-Lampasas Dispatch*
- *Citizens (Approximately 80)*

Discussion Points

- *Solar Eclipse Information*
 - *Safety*
- *Expected Visitor Attendance*
- *Collaboration/Coordination with Entities*
 - *EMS*
 - *County/City*
 - *Chamber*

- *TXDOT*
- *Planning Tools/Resources*
- *Logistics*
- *Training/Preparedness*
- *Life Safety*
- *Communication*
- *Maximum Staffing*
 - *County Divided into quadrants for Emergency Services*
- *Possible Closures*
 - *Facilities*
 - *Schools*
 - *Businesses*
 - *Restroom Availability*
- *Congestion*
 - *Traffic*
 - *Internet*
 - *Cellular*
- *Supply Readiness*
 - *Gas*
 - *Water*
 - *Food*
 - *Medicines*
 - *Minimize travel*
- *Solar Eclipse Website*
 - *Event Form*
 - *List of Events/Happenings*
 - *FAQ*
- *Lease of homes/land/areas for visitors*
 - *AIRBNB/VRBO/HIPCAMP*
- *Permitting Requirements/Zoning Regulations*
- *Businesses*
 - *Adjust Hours/Staffing*
 - *Extra Supplies-Possibly additional storage areas*
 - *Transactions-Cash vs Credit Cards (internet)*
 - *Food Prep/Limited Menu*
 - *Preorder eclipse merchandise to sell*

Walkaways

- *Helicopters availability for emergencies*
- *Allow camping at airport for plane owners*
- *Event Planning*
 - *Friday at 5:00 pm thru Tuesday at noon*
 - *Positive experience for visitors*
 - *Open Parks*
 - *Necessities*
 - *Restrooms*
- *Designates places for people to park, watch, sleep*
 - *Possible charter bus availability*

- Radio Frequency/Radio station involvement
- Roll-offs
- Port-o-Potties/Cleaning services
- Burn Ban/Illegal Dumping

Hosted business round table with the Chamber on Monday April 10, 2023.

X. Discussion and updates relating to City/County Joint Statement regarding US 281 Relief Route.

Mr. deGraffenried presented the joint statement agreed upon by the City of Lampasas and Lampasas County supporting the feasibility study understanding that elected official should be engaged in long term vision and planning; however, that a relief route is not needed at this time.

XI. Update on the following:

County Update

Staff will follow up with County regarding regular representation.

LISD Updates

Board member Shahan provided update.

- 4% teacher raises
- Growth/Demographic Study impact
- Taylor Creek full to capacity
 - Possible Portable Building Opportunities
 - 39 million Bond Capacity
 - Extra Wing
 - Middle School Remodel
 - New Elementary School

Staff Updates

Stacey Ybarra, LEDC Director provided the following updates.

- Marketing Strategies
 - Flyer
 - LoopNet & CoStar Group - \$109.00 a Month
 - Business View Magazine
 - Staff/Board member interviews
 - The Office of the Governor, Economic Development and Tourism
 - Lead opportunities
 - Meet & Greet
- Business Update
 - Prior Lampasas Rice building scheduled for demolition
- Business Park Update
 - Electric design underway
 - Business Park Signs
 - Working with Studio 16:19 for concept design who is contracted with the City for Wayfinding Project.
- Networking Update
 - The Office of the Governor, Economic Development and Tourism
 - Economic Development Corporations

- *Area Meetings*
- *Quarterly Meetings with EDC Directors along HWY 281*
- *Development District of Central Texas*
 - *Attended board meeting*
- *FY 23 Community Project- WWTP*

XII. Items that the board Members may request to be placed on the next agenda.

N/A

XIII. Adjourn into executive meeting

Board Member Hudson moved to adjourn into Executive Session at 6:42 p.m., Board member Schaub seconded the motion and with a unanimous vote, the motion carried.

EXECUTIVE SESSION

The board of the Lampasas Economic Development Corporation will meet in closed Executive Session pursuant to the Texas Government Code, Chapter 551, as follows:

Section 551.087 (economic development) - (1) to receive and evaluate financial information received from a business prospect, to discuss same, and /or to deliberate regarding commercial or financial information that the LEDC has received from a business prospect that the LEDC seeks to have locate, stay, or expand in or near the city, with which the LEDC is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above

Adjourn Executive Session and Reconvene Special Session at 6:48 p.m.

SPECIAL SESSION

XIV. Discussion and possible action regarding items discussed during Executive Session.

There was no action taken

XV. Adjourn.

Board member Hudson moved to adjourn the meeting at 6:48p.m.; Board member Schaub seconded the motion and with a unanimous vote, the motion carried.

PASSED AND APPROVED this _____ day of _____, 2023.

Misti Talbert, President

Becky Sims, City Secretary

75 -LAMPASAS ECONOMIC DEV CRP

ACCT# ACCOUNT NAME

ASSETS

1020	FSB CHECKING 7001092 LEDC	854,279.26	
1021	FSB CAPITAL FD CHECKING7002363	162,312.64	
1025	FSB LEDC LOAN 2678	0.00	
1026	BUSINESS BANK OF TX 4001561	0.00	
1030	CLAIM ON CASH	283,711.40	
1210	ACCOUNTS RECEIVABLE	0.00	
1222	ACCOUNTS RECEIVABLE	0.00	
1235	NOTE RECEIVABLE BACHMAYER	0.00	
1236	NOTE RECEIVABLE-PECAN CRK HVM	0.00	
1300	LAND PURCHASE/IMPROVEMENTS	1,725,616.61	
1310	FAG-BUILDINGS & IMPROVEMENTS	17,975.00	
1396	ACCUMULATED DEPRECIATION	(171,876.00)	
1499	DUE FROM CASH & CONCENTRATION	0.00	
1999	LEDC CLEARING ACCOUNT	0.00	
	TOTAL ASSETS		2,872,018.91

LIABILITIES & FUND BALANCE

2209	ACCOUNTS PAYABLE CAPITAL ACCT	0.00	
2210	ACCOUNTS PAYABLE	0.00	
2220	ACCOUNTS PAYABLE PENDING	0.00	
2225	ACCRUED INTEREST PAYABLE	2,890.42	
2283	UNAPPLIED CREDIT	0.00	
2284	BONDS PAYABLE	1,117,938.81	
3009	DESIGNATED RE/DONATIONS	0.00	
3010	UNASSIGNED FUND BALANCE	2,266,942.38	
3030	ASSIGNED FUND BALANCE	180,730.47	
	CURRENT INCREASE / (DECREASE) IN FUND BALANCE	(696,483.17)	
	TOTAL LIABILITIES & FUND EQUITY		2,872,018.91

CITY OF LAMPASAS
 FINANCIAL STATEMENT
 AS OF: APRIL 30TH, 2023

75 -LAMPASAS ECONOMIC DEV CRP
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
<u>OPERATING REVENUE</u>							
	TAX REVENUE	431,500.00	34,029.51	282,110.66	65.38	0.00	149,389.34
	SERVICE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
	OTHER REVENUE	1,500.00	0.00	13,872.73	924.85	0.00	(12,372.73)
	TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OPERATING REVENUE	433,000.00	34,029.51	295,983.39	68.36	0.00	137,016.61
<u>BOND FUND REVENUE</u>							
	OTHER REVENUE	1,500,350.00	0.00	4,223.11	0.28	0.00	1,496,126.89
	TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BOND FUND REVENUE	1,500,350.00	0.00	4,223.11	0.28	0.00	1,496,126.89
	FUND TOTAL REVENUE	1,933,350.00	34,029.51	300,206.50	15.53	0.00	1,633,143.50
<u>EXPENDITURE SUMMARY</u>							
<u>LEDC OPERATING FUNDS</u>							
	SUPPLIES	350.00	0.00	71.78	33.29	44.73	233.49
	CONTRACTUAL SERVICES	28,956.00	1,000.00	13,362.94	46.15	0.00	15,593.06
	MAINTENANCE	2,400.00	0.00	2,398.51	99.94	0.00	1.49
	OTHER EXPENSES	31,725.00	0.00	932.60	3.01	22.75	30,769.65
	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	CONTINGENCY AND RESERVES	106,355.00	0.00	0.00	0.00	0.00	106,355.00
	TRANSFERS	58,896.00	0.00	0.00	0.00	0.00	58,896.00
	DEBT SERVICE	204,318.00	0.00	75,613.69	37.01	0.00	128,704.31
	TOTAL LEDC OPERATING FUNDS	433,000.00	1,000.00	92,379.52	21.35	67.48	340,553.00
<u>LAMPASAS EDC BOND FUNDS</u>							
	CONTRACTUAL SERVICES	50,000.00	0.00	11,590.00	23.18	0.00	38,410.00
	CAPITAL EXPENDITURES	1,450,000.00	0.00	892,720.15	74.22	183,431.58	373,848.27
	CONTINGENCY AND RESERVES	350.00	0.00	0.00	0.00	0.00	350.00
	TOTAL LAMPASAS EDC BOND FUNDS	1,500,350.00	0.00	904,310.15	72.50	183,431.58	412,608.27
	FUND TOTAL EXPENDITURES	1,933,350.00	1,000.00	996,689.67	61.04	183,499.06	753,161.27
	TOTAL PROFIT / (LOSS)	0.00	33,029.51	(696,483.17)	0.00	(183,499.06)	879,982.23

CITY OF LAMPASAS
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

75 -LAMPASAS ECONOMIC DEV CRP
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>							

CITY OF LAMPASAS
 FINANCIAL STATEMENT
 AS OF: APRIL 30TH, 2023

75 -LAMPASAS ECONOMIC DEV CRP
 REVENUES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
OPERATING REVENUE							
TAX REVENUE							
400-4017	SALES TAX	431,500.00	34,029.51	282,110.66	65.38	0.00	149,389.34
	TOTAL TAX REVENUE	431,500.00	34,029.51	282,110.66	65.38	0.00	149,389.34
SERVICE REVENUE							
400-4330	LEASE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
400-4330.01	LEASE REVENUE (QUONSET HUT)	0.00	0.00	0.00	0.00	0.00	0.00
400-4335	WEBSITE REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
400-4383	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SERVICE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE							
400-4710	BONDS	0.00	0.00	0.00	0.00	0.00	0.00
400-4820	INTEREST & DIVIDENDS	1,500.00	0.00	13,872.73	924.85	0.00	(12,372.73)
400-4821	INTEREST NOTE BACHMAYER	0.00	0.00	0.00	0.00	0.00	0.00
400-4822	INTEREST NOTE - HVM PECAN CR	0.00	0.00	0.00	0.00	0.00	0.00
400-4830	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
400-4897	DESIGNATED RE/DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
400-4898	UNDESIGNATED RETAINED EARNIN	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	1,500.00	0.00	13,872.73	924.85	0.00	(12,372.73)
TRANSFERS							
400-4910	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
400-4999	MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OPERATING REVENUE	433,000.00	34,029.51	295,983.39	68.36	0.00	137,016.61
BOND FUND REVENUE							
OTHER REVENUE							
410-4520	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
410-4710	BOND FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
410-4820	INTEREST EARNED	350.00	0.00	4,223.11	206.60	0.00	(3,873.11)
410-4898	DESIGNATED RE/BOND FUNDS	1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00
	TOTAL OTHER REVENUE	1,500,350.00	0.00	4,223.11	0.28	0.00	1,496,126.89
TRANSFERS							
410-4999	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BOND FUND REVENUE	1,500,350.00	0.00	4,223.11	0.28	0.00	1,496,126.89

CITY OF LAMPASAS
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

75 -LAMPASAS ECONOMIC DEV CRP
REVENUES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
***	FUND TOTAL REVENUE ***	1,933,350.00	34,029.51	300,206.50	15.53	0.00	1,633,143.50

CITY OF LAMPASAS
 FINANCIAL STATEMENT
 AS OF: APRIL 30TH, 2023

75 -LAMPASAS ECONOMIC DEV CRP
 LEDC OPERATING FUNDS
 DEPARTMENT EXPENSES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SUPPLIES</u>							
500-5230	UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00
500-5250	HAND TOOLS & SMALL EQUIPMENT	100.00	0.00	0.00	0.00	0.00	100.00
500-5260	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
500-5265	COMPUTER SOFTWARE & EQUIPMEN	0.00	0.00	0.00	0.00	0.00	0.00
500-5270	SUPPLIES	250.00	0.00	71.78	46.60	44.73	133.49
500-5295	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SUPPLIES	350.00	0.00	71.78	33.29	44.73	233.49
<u>CONTRACTUAL SERVICES</u>							
500-5300	CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
500-5316	BOND AGENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
500-5320	TELEPHONE SERVICES	456.00	0.00	227.94	49.99	0.00	228.06
500-5325	UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00
500-5346	ENGINEERING/SURVEYING SERVIC	0.00	0.00	0.00	0.00	0.00	0.00
500-5355	INSURANCE-PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
500-5361	LEGAL SERVICES	2,500.00	0.00	332.50	13.30	0.00	2,167.50
500-5373	PROMOTION AND ADVERTISING	6,000.00	0.00	4,586.00	76.43	0.00	1,414.00
500-5388	TAXES ON PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
500-5395	PROFESSIONAL SERVICES	8,000.00	0.00	1,216.50	15.21	0.00	6,783.50
500-5397	ADMIN & OVERHEAD	12,000.00	1,000.00	7,000.00	58.33	0.00	5,000.00
500-5398	VISION LAMPASAS	0.00	0.00	0.00	0.00	0.00	0.00
500-5399	OTHER SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRACTUAL SERVICES	28,956.00	1,000.00	13,362.94	46.15	0.00	15,593.06
<u>MAINTENANCE</u>							
500-5405	BUILDING & GROUNDS MAINTENAN	0.00	0.00	0.00	0.00	0.00	0.00
500-5425	OFFICE EQUIPMENT MAINTENANCE	2,400.00	0.00	2,398.51	99.94	0.00	1.49
	TOTAL MAINTENANCE	2,400.00	0.00	2,398.51	99.94	0.00	1.49
<u>OTHER EXPENSES</u>							
500-5451	BUSINESS EXPENSES	2,000.00	0.00	124.28	6.21	0.00	1,875.72
500-5452	TRAVEL & TRAINING	4,000.00	0.00	203.32	5.65	22.75	3,773.93
500-5453	DUES & MEMBERSHIPS	725.00	0.00	605.00	83.45	0.00	120.00
500-5499	ECONOMIC DEVELOPMENT PROGRAM	25,000.00	0.00	0.00	0.00	0.00	25,000.00
500-5499.01	ECON DVLPMT PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER EXPENSES	31,725.00	0.00	932.60	3.01	22.75	30,769.65
<u>CAPITAL EXPENDITURES</u>							
500-5505	BUILDING & GROUNDS	0.00	0.00	0.00	0.00	0.00	0.00
500-5530	WATER SYSTEMS	0.00	0.00	0.00	0.00	0.00	0.00
500-5535	ELECTRIC SYSTEMS	0.00	0.00	0.00	0.00	0.00	0.00
500-5540	SEWER SYSTEMS	0.00	0.00	0.00	0.00	0.00	0.00
500-5545	STREETS & DRAINAGE	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF LAMPASAS
 FINANCIAL STATEMENT
 AS OF: APRIL 30TH, 2023

75 -LAMPASAS ECONOMIC DEV CRP
 LEDC OPERATING FUNDS
 DEPARTMENT EXPENSES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>CONTINGENCY AND RESERVES</u>							
500-5600	CONTINGENCY/RESERVES	106,355.00	0.00	0.00	0.00	0.00	106,355.00
500-5601	DONATION RESERVES	0.00	0.00	0.00	0.00	0.00	0.00
500-5610	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTINGENCY AND RESERVES	106,355.00	0.00	0.00	0.00	0.00	106,355.00
<u>TRANSFERS</u>							
500-5710	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
500-5722	TRANSFER TO FUND 22	58,896.00	0.00	0.00	0.00	0.00	58,896.00
500-5751	TRANSFER TO FUND 51 (EDUCATI	0.00	0.00	0.00	0.00	0.00	0.00
500-5759	TRANSFER TO FUND 59	0.00	0.00	0.00	0.00	0.00	0.00
500-5776	TRANSFER TO LEDC DESIGNATED	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL TRANSFERS	58,896.00	0.00	0.00	0.00	0.00	58,896.00
<u>DEBT SERVICE</u>							
500-5800	PRINCIPAL PAYMENT	116,948.00	0.00	31,119.41	26.61	0.00	85,828.59
500-5801	INTEREST PAYMENT	87,370.00	0.00	44,494.28	50.93	0.00	42,875.72
	TOTAL DEBT SERVICE	204,318.00	0.00	75,613.69	37.01	0.00	128,704.31
<hr/>							
TOTAL LEDC OPERATING FUNDS		433,000.00	1,000.00	92,379.52	21.35	67.48	340,553.00

CITY OF LAMPASAS
 FINANCIAL STATEMENT
 AS OF: APRIL 30TH, 2023

75 -LAMPASAS ECONOMIC DEV CRP
 LAMPASAS EDC BOND FUNDS
 DEPARTMENT EXPENSES

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>CONTRACTUAL SERVICES</u>							
510-5316	BANK CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
510-5346	ENGINEERING/SERVEYING SERVIC	50,000.00	0.00	11,590.00	23.18	0.00	38,410.00
510-5361	LEGAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
510-5395	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
510-5399	OTHER SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CONTRACTUAL SERVICES	50,000.00	0.00	11,590.00	23.18	0.00	38,410.00
<u>CAPITAL EXPENDITURES</u>							
510-5505	BUILDING AND GROUNDS	1,450,000.00	0.00	892,720.15	74.22	183,431.58	373,848.27
	TOTAL CAPITAL EXPENDITURES	1,450,000.00	0.00	892,720.15	74.22	183,431.58	373,848.27
<u>CONTINGENCY AND RESERVES</u>							
510-5600	CONTINGENCY/RESERVES	350.00	0.00	0.00	0.00	0.00	350.00
	TOTAL CONTINGENCY AND RESERVES	350.00	0.00	0.00	0.00	0.00	350.00
<hr/>							
TOTAL LAMPASAS EDC BOND FUNDS		1,500,350.00	0.00	904,310.15	72.50	183,431.58	412,608.27
<hr/>							
*** TOTAL EXPENSES ***		1,933,350.00	1,000.00	996,689.67	61.04	183,499.06	753,161.27
<hr/>							
TOTAL PROFIT / (LOSS)		0.00	33,029.51	(696,483.17)	0.00	(183,499.06)	879,982.23
<hr/>							

*** END OF REPORT ***

Relined input jcbrown (2)

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR THE LAMPASAS BUSINESS PARK

This Declaration of Covenants, Restrictions and Conditions (“Covenants” or “CRCs”) for the Lampasas Business Park (the “Declaration”) is made as of the ___ day of _____ 2023, by the Lampasas Economic Development Corporation (the “LEDC”).

WITNESSETH:

WHEREAS, the Lampasas Economic Development Corporation (the LEDC”) EDC is the current owner of all of the lots in the subdivision known as the Lampasas Business Park, a subdivision of the City of Lampasas, Lampasas County, Texas, being a Subdivision of 151.64 acres of land out of the Daniel Stanley Survey, Abstract No. 631 in Lampasas County, Texas, as generally described in Exhibit “A,” attached hereto for all purposes (hereinafter referred to as the “Property”), and

WHEREAS, the LEDC is undertaking the development of the Lampasas Business Park Property and, thus, desires to provide for reasonable procedures for the overall development of the Property, which will ensure its orderly development, as well as, the administration, maintenance, preservation, use and enjoyment of the Property, by the Owners thereof, over time, initially through the oversight of the LEDC Board of Directors, serving as the “Declarant”, and subsequently, through the operation of a Property Owners’ Association (“POA”) which will be established as provided for herein, and

WHEREAS, the LEDC intends the Property to be made available to provide development opportunities for a variety of business and trade uses. Accordingly, the Lampasas Business Park is being designed to implement community economic development goals and policies, including objectives such as: (1) attracting new business and industry, (2) retaining existing businesses, (3) enhancing community appearance, (4) building the local supply of primary and sustainable jobs in the City of Lampasas and (5) utilizing the existing local workforce. The Property is subject to the covenants, restrictions and conditions set forth in this Declaration in order to establish a plan for the development, improvement and use of the Property with architectural, landscaping and maintenance controls, and

WHEREAS, the LEDC will own and convey the above-described property, subject to certain protective covenants, restrictions and conditions, as hereinafter set forth.

WHEREAS, the LEDC desires to create and carry out a uniform plan for improvement, development, use and sale of the Property for the benefit of the present and future Owners of the Property, LEDC hereby adopts and establishes the following declaration, setting forth applicable , covenants, restrictions and conditions to apply uniformly to the uses, improvements, occupancy and conveyance of all the Property, including the roads, avenues, streets, alleys and waterways therein and each instrument of conveyance, contract or deed that may be hereafter executed with regard to the Property, or any portion hereof, shall conclusively be held to have been executed, delivered and accepted subject to the terms of this Declaration, as well as the CRC’s stated herein or as hereinafter amended, (regardless of whether or not the same are set out in full or by reference in said the instrument of conveyance, contract or deed).

NOW, THEREFORE, the LEDC hereby adopts, establishes and imposes the following covenants, restrictions and conditions upon the Property, and declares that the Property, and all portions thereof, are and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions and conditions hereby adopted, and as amended by any authorized entity, from time to time, and which shall run with the Property and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, as well as upon their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- a. *Board* shall mean the Lampasas Economic Development Corporation Board of Directors.
- b. *City* shall mean City of Lampasas, Texas.
- c. *Declarant* shall mean the LEDC, and its successor in title and assigns, provided any such successor in title or assign shall acquire for the purpose of development or sale all or any portion of the Lots, and provided further in the instrument of conveyance to any such successor in title or assign, such successor is designated as the “Declarant” hereunder by the Grantor for such conveyance. Further, in the event or the designation by the current Declarant of any future successor Declarant, then all rights and obligations of the current Declarant in and to such status as “Declarant” hereunder shall cease.
- d. *Declaration* shall mean and refer to this Declaration of Covenants, Restrictions and Conditions for the Lampasas Business Park, including the Exhibit(s) attached hereto, as amended and in effect from time to time.
- e. *Improvement* shall mean any and all building site developments, betterments, modifications or constructions, including but not limited to, Buildings structures, walks, towers, tanks, patios, decks, porches, driveways, signs, docks, walls, fences, screens, parking areas, drainage conduits, drains and related structures above ground, exaction and site grading, whether temporary or permanent in nature.
- f. *LEDC* shall mean Lampasas Economic Development Corporation.
- g. *Voting Members* shall mean Owners of one or more Lots within the Property, including the LECD for so long as it remains an owner of any percentage of the land within the POA.
- h. *Governing Documents* shall mean the certificate of formation, the Declaration, the Bylaws, and any amendments, restatements, or other changes, relating to the foregoing
- i. *Lot* shall mean a subdivided portion of the Property.
- j. "Other Terms" All terms used in this Declaration which are not defined in this Article I shall have the meanings set forth elsewhere in this Declaration or shall have the meaning established by common usage, if not defined specifically herein.
- k. *Owner(s)* shall mean any individual(s) and/or entity(ies) having an ownership interest in a Lot located on the Property specifically including the LEDC, so long as it holds

title to any portion of the Property shown on Exhibit “A,” i.e., the Lampasas Business Park.

- l. *Property* shall mean the approximately 151.64 acres of land shown on Exhibit “A,” i.e., the Lampasas Business Park.
- m. *Property Owners’ Association* shall mean the governing authority for the Property and the authority responsible, as further defined herein, for regulating compliance with the Declaration of Covenants.
- n. *Requirements of Governmental Authority(ies)* shall mean and include any applicable law, ordinance, order, rule, writ, regulation of a governmental authority applicable to the Property, such as the Federal Government, the State of Texas, Lampasas County and the City of Lampasas.
- o. *Temporary Structure means any structure that is used for or intended, designed or installed to be occupied or used for a limited period of time. Temporary structures are often assembled on-site using prefabricated structural components, and are not permanently connected to a foundation or on-site utilities. Examples of temporary structures includes tents, awnings, and temporary construction trailers used during construction of a structure or project on Property. Temporary structures are not allowed on the Property unless application for same is filed, in writing, with the POA and permission for the TS is approved for a specific period fo time, not to exceed _____ (e.g. 180 calendar days) unless an extension to the period is granted by the POA, on request of the Property owner filed on or before 15 days prior to the expiration of the original TS permit*

ARTICLE II PURPOSES AND USES

A. Public Purpose.

The purpose of this Declaration is to implement a plan for the orderly development and use of the Property, to encourage the construction of high quality, well designed improvements on the Property, to restrict certain uses of the Property, to provide for certain development and maintenance standards, to generally preserve and protect the aesthetic appearance and value of the Property and the improvements constructed thereon, to create and maintain a quality business park, to encourage a high return on investment for Lot Owners, and to provide opportunities for development of a variety of business and trade uses. is the development of the Property and these CRCs have been designed to implement community economic development goals and policies for attracting new business and industry, retaining existing businesses, enhancing community appearance, and building the local supply of sustainable jobs within the City of Lampasas.

ARTICLE II USE RESTRICTIONS

A. General.

Any conveyed Lot and/or Improvement, within the Property shall not be used or occupied, at any time, for any purpose other than for the purpose of the Lot Owner’s projects, approved by the POA

at the time of LOT acquisition and/or Improvement construction or occupancy, which is related solely to the creation or retention of primary jobs that are suitable for the development, retention, or expansion of manufacturing and industrial facilities, research and development facilities, technology and software development facilities, transportation facilities, distribution centers, small warehouse facilities, business offices, regional or national corporate headquarters facilities, businesses that may support or be complimentary to primary job businesses, and primary job training facilities for use by higher education institutions. All other uses and/or occupancy on the Property, whether permanent or temporary are strictly forbidden by these CRCs and may be enjoined by the POA.

B. Compliance with Requirements of Governmental Authorities. The Property and/or each Lot and the Improvements located thereon shall be owned, operated and used in full compliance with all applicable Requirements of a Governmental Authority with authority over same, and with the terms, conditions, and restrictions contained herein.

ARTICLE IV ADMINISTRATION AND ENFORCEMENT

A. Compliance with Law.

1. All improvements in the Property and the use of the Lots in it shall conform to all building, pollution, environmental and other valid Requirements of Governmental Authorities, statutes and ordinances, including City of Lampasas' adopted building codes and zoning regulations.
2. No Owner shall apply for a variance, exception, change, or waiver of any law or Requirements of Governmental Authorities until the Owner has obtained the prior written consent of the POA to the application for such variance(s).
3. No Owner shall seek approval for or otherwise attempt to subdivide or change the boundary of any Lot that has been filed in the Lampasas County Real Property Clerk, or apply to any governmental body, to subdivide or change the boundary of any Lot, until the Owner has obtained the prior written consent of the POA to the proposed subdivision or change in such Lot boundary.
4. Owners are responsible for all costs associated with the connection of Lot and Improvement(s) to the storm sewer system and all other public and private utilities, including payment of all applicable City of Lampasas application/permit fees.
5. Owner acknowledges and agrees that submission and potential approval of all plans and specifications, including site plan, civil plans, architectural plans, to/by the City of Lampasas, shall be required for all project work on the Property and that compliance with the City of Lampasas permitting process, adopted building codes, inspection procedures and zoning regulations, and all processing procedures related thereto shall be required.
6. Owner acknowledges and agrees that in the event the City of Lampasas' and this Declaration's requirements differ, the more restrictive requirements and standards shall apply and the Owner shall comply with same.

B. Architectural Review.

1. The City of Lampasas, as the governmental authority responsible for planning and development of property within the corporate limits of the City, and POA pursuant to the authority granted hereby, have the absolute right and authority to review and approve or disapprove plans for any and all Improvements to be constructed on the Property, by any Owner.
2. The Lot Owner is solely responsible for ensuring that all of Owner's Improvements comply with building codes, ordinances, covenants and Requirements of Governmental Authorities applicable to the Property.
3. The Lot Owner's project architect and project engineers are responsible for the acceptability, sufficiency and safety of all structural, mechanical and electrical systems associated with Owner's Improvements constructed or placed on the Property.

The Owner(s) acknowledge and agree that the process of reviewing and approving plans and specifications for the development of a Lot and construction of Improvements is one, which of necessity, requires the POA to make subjective judgments on items for which specific standards or guidelines which may not always be expressly set forth in this Declaration, the CRCs detailed herein, or other guidelines for the development of the Property. Accordingly, the POA shall have absolute power and authority to make such subjective judgments and to interpret the intent and provisions of this Declaration, including the CRC's, in such manner and with such results as, in its sole discretion, the POA may deem appropriate. In the absence of a final adjudication by a court of competent jurisdiction that the POA has abused its discretion in using its subjective judgement, if and when required, such action(s) by the POA shall be final and conclusive and shall control over the development of the Property and Improvement(s).

The POA shall be entitled and empowered to enjoin and remove any construction undertaken pursuant to plans that have not been approved, in writing, by the POA, prior to the initiation of the construction or completion of same, and also to remove or repair any Improvements that have not been adequately maintained by the Owner(s) on their Lot(s), so as to diminish the value of the Property or to cause potential nuisances or harm to others on the Property. All costs incurred by the POA for the removal or required maintenance of any construction not approved by the POA, or of any Improvement not properly maintained by its Owner, shall be Owner's responsibility and shall be assessed against the Owner, by lien or other legal action.

**ARTICLE V
BUSINESS PARK DEVELOPMENT STANDARDS**

A. Building Structures/Improvements.

1. **Height.**
 - a. All building structures located in the Business Park shall comply with the maximum height restrictions as are set forth in the City of Lampasas' Code

of Ordinances for the applicable Zoning District in which the Improvement is located.

2. **Exterior Materials and Colors.** For development on Lots, or portions of lots designated for low-intensity use, in Area 1, of the Business Park, shall be as designated in the Lampasas' Code of Ordinances for the applicable Zoning District in which the Improvement is located, which is as generally summarized below:
- a. All exterior materials should complement the architectural design and overall image of the Business Park.
 - b. Acceptable materials are brick, stone, glass, masonry, concrete (including pre-cast concrete or tilt slab construction), Architectural Composite Metal Panels, stucco, and cement plaster. Exterior finishes shall be 100% masonry, exterior insulation finish system (EIFS – exterior wall cladding system, also known as synthetic stucco), lap (style where the boards or planks overlap horizontally) or glazing (textile finish that adds luster and smoothness to the surface) with architectural detail. Buildings with architectural composite metal panels shall have factory applied finish.
 - c. No building elevation that is visible from a public road right-of-way may have only one (1) material; such elevation must utilize a combination of at least three (3) of the above described materials.
 - d. Color, texture and architectural elements shall be used to break the monotony of large vertical surfaces where visible from public road rights-of-way.
 - e. Prohibited exterior materials include:
 - i. Wood siding, shingle siding, or wood shingle roofing;
 - ii. Painted brick or stone;
 - iii. Corrugated metal;
 - iv. Untreated metal;
 - v. Asbestos;
 - vi. Mirror or reflective glass;
 - vii. Burglar security bars;
 - f. Primary building entrances must be clearly defined and must be designed to be recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather. A minimum of thirty (30) percent of all primary building entrance areas must be masonry or stone.
 - g. Building colors must be low-reflecting, subtle and neutral or earth-toned. Roof colors must be muted and compatible with the dominant building color. High-intensity colors, metallic colors, or fluorescent colors are prohibited.
 - h. Business identity colors. Business identity colors may be incorporated into the architectural design of a building as provided for herein:
 1. Business identity colors shall complement the building design.
 2. Business identity colors shall not dominate the building design or conflict with the Business Park's overall architectural design and image, and shall not be designed to create an advertisement of the

- building itself.
3. A maximum of five (5) percent of each exterior wall may consist of business identity colors. Business identity colors located on awnings are excluded from the calculation of the maximum percentage of business identity colors allowed on each exterior wall.

For development of lots designated for medium land use intensity, in Area 2, of the Business Park, shall be as designated in the Lampasas' Code of Ordinances for the applicable Zoning District in which the Improvement is located, which is as generally summarized below:

- a. All exterior materials should complement the architectural design and overall image of the Business Park.
- b. Acceptable materials are brick, stone, glass, masonry, concrete (including pre-cast concrete or tilt slab construction), Architectural Composite Metal Panels, stucco, and cement plaster. Exterior finishes shall be masonry, exterior insulation finish system (EIFS – exterior wall cladding system, also known as synthetic stucco), lap (style where the boards or planks overlap vertically) or glazing (textile finish that adds luster and smoothness to the surface) with architectural detail. Buildings with architectural composite metal panels shall have factory applied finish. Metal siding, including galvanized steel, aluminum, or similar exterior finishes may be utilized, however; may not cover more than 50% of the entire exterior surface, excluding roof.
- c. No building elevation that is visible from a public road right-of-way may have only one (1) material; such elevation must have a combination of at least three (3) of the above described materials.
- d. Color, texture and architectural elements shall be used to break the monotony of large vertical surfaces where visible from public road rights-of-way.
- e. Prohibited exterior materials include:
 - i. Wood siding, shingle siding, or wood shingle roofing;
 - ii. Painted brick or stone;
 - iii. Corrugated metal;
 - iv. Untreated metal;
 - v. Asbestos;
 - vi. Mirror or reflective glass;
 - vii. Burglar security bars;
- f. Primary building entrances must be clearly defined and designed to be recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather. A minimum of thirty (30) percent of all primary building entrance areas must be masonry or stone.
- g. Building colors must be low-reflecting, subtle and neutral or earth-toned hues. Roof colors must be muted and compatible with the dominant building color. High-intensity colors, metallic colors, or fluorescent colors are

- prohibited.
- h. Business identity colors. Business identity colors may be incorporated into the architectural design of a building as provided for herein:
1. Business identity colors shall complement the building design.
 2. Business identity colors shall not dominate the building design and shall not be designed to create an advertisement of the building itself.
 3. A maximum of five (5) percent of each exterior wall may consist of business identity colors. Business identity colors located on awnings are excluded from the calculation of the maximum percentage of business identity colors allowed on each exterior wall.

For the development of lots designated for high intensity land use, in Area 3, of the Business Park, shall be designated in the Lampasas' Code of Ordinances for the applicable Zoning District in which the Improvement is located, which is as generally summarized below:

- a. All exterior materials should complement the architectural design and overall image of the Business Park.
- b. Acceptable materials are brick, stone, glass, masonry, concrete (including pre-cast concrete or tilt slab construction), Architectural Composite Metal Panels, stucco, and cement plaster. Exterior finishes shall be either: masonry, exterior insulation finish system (EIFS – exterior wall cladding system, also known as synthetic stucco), or lap (style where the boards or planks overlap vertically) or glazing (textile finish that adds luster and smoothness to the surface) with architectural detail. Buildings with architectural composite metal panels shall have factory applied finish. Metal siding, including galvanized steel, aluminum, or similar exterior finishes may be utilized as the primary finish.
- d. Color, texture, glazing and architectural elements shall be used to break the monotony of large vertical surfaces where visible from public road rights-of-way.
- e. Prohibited exterior materials include:
 - i. Wood siding, shingle siding, or wood shingle roofing;
 - ii. Painted brick or stone;
 - iii. Corrugated metal;
 - iv. Untreated metal;
 - v. Asbestos;
 - vi. Mirror or reflective glass;
 - vii. Burglar security bars;
- f. Primary building entrances must be clearly defined and recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather.
- g. Building colors must be low-reflecting, subtle and neutral or earth-toned hues. Roof colors must be muted and compatible with the dominant building color. High-intensity colors, metallic colors, or fluorescent colors are

- prohibited.
- h. Business identity colors. Business identity colors may be incorporated into the architectural design of a building as provided for herein:
 - 1. Business identity colors shall complement the building design.
 - 2. Business identity colors shall not dominate the building design and shall not be designed to create an advertisement of the building itself.
 - 3. A maximum of five (5) percent of each exterior wall may consist of business identity colors. Business identity colors located on awnings are excluded from the calculation of the maximum percentage of business identity colors allowed on each exterior wall.

3. Roof Design and Materials.

- a. Roof forms and materials on all buildings within the same lot should be compatible with one another.
- b. Acceptable roof materials include concrete tile, slate, standing seam metal, asphalt shingle, Ethylene Propylene Diene Monomer (EPDM), Thermoplastic polyolefin (TPO), wind and hail resistant roofing materials, and materials that provide heating and cooling efficiencies greater than those provided by standard composite shingles, and thirty-year composition shingles. (This change required by Property Code, 202.011)
- c. Roof color should be uniform and integral to the building design.
- d. Lot Owners may install roofing materials that provide solar generation capabilities, provided that such materials:
 - (1) resemble the shingles or materials otherwise approved by the POA for the Business Park, and
 - (2) are more durable and or a quality equal to that which are otherwise as hail and wind resistant as the type of shingles otherwise approved by the POA, and
 - (3) match the aesthetics of the properties surround the Improvement and property using the solar materials.(this change necessitated by Property Code Section 202.211(c))
- e. Roof-mounted mechanical equipment including air conditioners, compressors, condensers, conduits, pipes, vents, ducts, etc. shall be screened from public streets using parapet walls, screening panels, or other equivalent screening method. The method of screening shall be architecturally compatible with other on-site development in terms of colors, materials, and architectural styles.

4. Temporary Structures

This subject and the related restrictions and details may be discussed in detail in the draft/proposed City's Code applicable to the location, use, utilities and time limitations related to the Business Park. Specifically,

regulations detailing rules and standards for temporary s temporary structures, such as, but not limited to, “tents” “metal temporary structures” are set forth in the City of Lampasas’ Code of Ordinances. |

C. Signs.

1. One, unattached, monument sign and one wall sign, as defined in the City of Lampasas Municipal Code, Chapter 58-4, Definitions and Regulations for Specific Types of Signs, shall be allowed per Lot.

D. Construction

- a. The Lot Owner is responsible for the conduct and behavior of its agents, representatives, employees, contractors and subcontractors, when they are in the Business Park working on construction for the Lot Owner.
- b. All trash and debris related to construction must be removed by the Owner from the site, at the sole cost of the Owner, on a regular basis, and/or at any time the Owner is notified by the POA that removal is required.
- c. Construction crews will not park on, or otherwise use, other Lots or Business Park rights-of ways within the Property. Construction must be staged and conducted solely within the boundaries of the Owner’s Lot, unless otherwise provided for, in writing, by the POA.
- d. The Lot Owner is responsible for any and all damage to adjacent property, roads, driveways, easements, utilities, vegetation, landscaping and/or other improvements resulting from their construction operations and/or the construction workcrews’ access/egress to the construction site. If any such damage occurs, Lot Owner shall make all necessary repairs and replacements, to restore any damaged property roads, driveways, easements, utilities, vegetation, landscaping and/or other improvements promptly to their original condition, at the sole expense of the Owner.

E. Variances with Design Criteria. The POA shall have the authority, in its reasonable discretion, to grant variances to the design criteria noted herein in this Article V, or any other design criteria set forth in this Declaration, provided, however, that such variances shall be reasonably consistent with the purposes of this Declaration and the CRCs and shall not adversely affect existing Improvements. Whenever, in the exercise of its discretion, the POA acts to grant a variance to any such design criteria, each Owner and/or Occupant of the Property of a Lot in the Business Park hereby acknowledges that such design criteria variance shall constitute a waiver of any conflicting provisions of the Declaration and these CRCs, including specifically the design criteria set forth herein. Each Owner appoints the POA as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances in compliance with the criteria and terms in this section. If such a variance is granted, no violation of this Declaration or the CRCs shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive or render unenforceable any of the terms and provisions of this Declaration and CRCs for any purposes except as to the particular Lot, provision and instance covered by the specific variance granted, nor shall the granting or the variance be deemed to set a precedence with respect to any subsequent requests for other variances, at any time and for any purpose.

F. **Violations.** In the event any Owner, or Occupant or its agents or representatives commence(s) construction of any Improvement, alteration or construction without the prior written approval of the POA, as required by these CRCs, then the POA, through the Declarant (i.e., the LEDC) shall have the right to enforce the provisions of this Declaration related to same by obtaining a restraining Order from the court having proper jurisdiction of this matter. The costs of any such successful enforcement by the POA/LEDC shall be levied as an Assessment against the Owner of the Lot upon which such construction was commenced in violation of these CRCs. The POA and/or LEDC shall have the right to waive the requirement of this provision concerning enforcement by injunction, at its sole discretion, as to the construction violations of any Owner.

ARTICLE VII LIMITATION OF LIABILITY

The POA shall not be liable in damages, or otherwise, to any person submitting plans or specifications for approval or to any Owner or applicant relating to any portion of the Property by reason of subjective decision, mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted; provided however this provision does not apply to acts of willful misfeasance or malfeasance, misconduct or bad faith. The POA, shall not, be liable in damages or otherwise in connection with any construction, design, engineering or defect associated with any improvement constructed on the Property. The approval of plans and specifications does not constitute any warranty or representation that such plans or specifications comply with governmental requirements or good and prudent designs, engineering and construction practices. It is the sole responsibility of the Owner to retain and pay for all professional service providers necessary to determine and ensure that Owner's plans and specifications comply with Required Governmental Authorities' codes, requirements, laws, regulations, with prudent design, engineering and construction standards and practices.

ARTICLE VIII CERTIFICATE OF COMPLIANCE

Upon request by the Owner who has complied with the provisions of this Declaration, the LEDC may deliver to the Owner a written certificate of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.

ARTICLE IX ASSESSMENTS

The POA may levy an assessment to fund operating expenses of the POA to improve and maintain any common areas (property within the Property not designated as a Lot on the Plat and not accepted for maintenance by the applicable governmental body), including signage or other improvements located within a public right-of-way by agreement with the applicable governmental body. Such an assessment shall be a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the POA and assigned to the POA. By acceptance of a deed to a Lot, each Owner grants the

lien, together with the power of sale, to the POA to secure all POA assessments. A Lot becomes subject to assessment(s) on conveyance of the Lot by the LEDC.

Regular assessments are levied by the POA annually to fund the anticipated operating and maintenance expenses of the POA. Until changed by the Board, the regular assessment is fifty dollars (\$50.00) per acre, or portion thereof. Regular assessments may be changed annually by formal action of the Board. Written notice of the regular assessment will be sent to every Owner at least thirty (30) days before its effective date. Regular assessments will be collected annually ..of the next year.. on the first day of January, of the upcoming year, and on the same day of each succeeding year.

In addition to the regular assessments, the POA may levy special assessments for the purpose of funding the cost of repair or replacement of any capital improvement owned or maintained by the POA for the benefit of the occupants and Owners of the Business Park, and requiring funds exceeding those available from the regular assessment. Special assessments must be approved by two-thirds (2/3) of the Owners existing in the POA at that time at a meeting held in accordance with the POA Bylaws.

The lien granted and reserved to the POA is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the POA's lien as to assessments due before the foreclosure, unless otherwise provided by a court of competent jurisdiction. Any assessment not paid within thirty (30) days after it is due is delinquent.

ARTICLE X GENERAL PROVISIONS

A. Establishment of Property Owners' Association. On passage and filing of this Declaration. The Owner(s), which initially shall be the LEDC, shall prepare and approve By-Laws establishing procedures for meeting frequency, development review, voting allocation, election of officers, duties and responsibilities of the POA, as well as any other items, actions or documents necessary to administer the Declaration.

A. Binding Effect and Duration.

The covenants, restrictions and conditions in this Declaration shall run with title to and bind the Property, shall be binding on all Owners and shall inure to the benefit of and be enforceable by the POA , and as appropriate, by the City of Lampasas, and the LEDC, and their respective boards, governing bodies, heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of twenty-five (25) years from and after the date of recording of this Declaration in the Real Property Records of Lampasas County, Texas, after which time this Declaration shall automatically be extended for three (3) successive periods of five (5) years each, unless after such twenty-five-year period an instrument abolishing this Declaration had been executed and dully acknowledged by the Owners owning, in the aggregate, at least a majority of the gross acreage (exclusive of streets and any common areas) within the Property, and subject to, and conditioned upon, written approval by the City of Lampasas, and the LEDC, has been recorded in the Real Property Records of Lampasas County.

B. Amendment.

Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Board, Declarant may, upon written notice to the Owners, amend this Declaration by an instrument in writing filed and recorded in the records of the County Clerk of Lampasas County, Texas, without the approval of any Member or Owner of any portion of the Property. Provided, however that in the event that such amendment has a material impact on any Owner's business, materially impacts the marketability of an Owner's Lot, materially alters or changes any Owner's use, enjoyment or value of such Owner's Lot or of the Common Areas or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent of the owners affected thereby. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this section and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property: (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the Requirements of a Governmental Authority which shall be in conflict therewith, or (ii) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration. Any such amendment shall be affected by a signed instrument recorded in the Real Property Records of Lampasas County, Texas.

Thereafter, this Declaration or any provisions hereof, may only be terminated, amended or vacated, as to any portion of the Property, by a document duly executed and acknowledged by the Owners owning, in the aggregate, at least a majority of the gross acreage contained within the Property (exclusive of streets and any common areas), subject to and explicitly conditioned upon the written approval of the LEDC. No such termination, amendment, supplement, or vacation shall be effective until a written instrument setting forth the terms of such action thereof has been executed by the POA and the LEDC, acknowledged and filed in the Real Property Records of Lampasas County, Texas.

C. Enforcement

The POA shall have the right, but not the obligation, to enforce the covenants, restrictions and conditions set out in this Declaration. Enforcement may be made by any proceedings at law or in equity against any person violating or attempting to violate any part of this Declaration, as such may be amended, either to restrain or enjoin violations or to recover damages related to same. Damages shall not be deemed to be adequate compensation for any breach or violation of any provision of this Declaration, and the POA, or any lessees, tenants or other occupants of an Owner's site, shall be entitled to relief by way of injunction, as well as any other remedy in law or in equity. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers, and remedies provided in this Declaration shall not restrict or eliminate of the exercise of any other remedies at law or in equity, and the exercise by a person of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such person's right resort to other rights, powers or remedies available to it.

No Waiver. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) of any right available to it upon recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon Declarant a duty to take any action to enforce the Declaration.

Compliance. Each Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, and the By-Laws and rules and regulations of the POA, LEDC and City and Declarant, now or hereafter adopted, as the same may be lawfully amended from time to time.

Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Governing Law. The interpretation of this Declaration shall be governed by and construed in accordance with the laws of the State of Texas, except for conflict of laws provisions.

Time. Time is of the essence of this Declaration.

Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given an interpretation or construction which, in the opinion of Declarant or the POA, will best affect the intent of the general plan. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication to make them fully effective. In the event of any conflicts or inconsistencies between this Declaration, the Articles of Incorporation or the By-Laws, as may be applicable, this Declaration, the Articles of Incorporation or the By-Laws, in that order shall prevail. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Additional Property. Declarant shall subject additional property which is contiguous to the Property to this Declaration by an Amendment filed in the Real Property Records of Lampasas County, Texas. Declarant also may, subject additional property or designate other portions of the Property to be part of the Common Areas, by an amendment to this Declaration filed in the Real Property Records of Lampasas County, Texas.

In witness whereof, the LEDC has caused this Declaration to be executed as of the _ day of _____, 2023.

DECLARANT:

Lampasas Economic Development Corporation

LAMPASAS ECONOMIC DEVELOPMENT CORPORATION – MAY 23' REPORT

Brief Monthly Overview of LEDC - Stacey Ybarra, Economic Development Director

- Attended a Vision Tour with Diane Hodges and ACM, Ryan Ward
- Attended a site tour and meeting with Belton EDC and Cedar Park EDC on April 21st and April 28th
- Attended the CenTex Public Transportation Summit on April 26th
- Attended a meeting with Langford Grant Writing services on April 28th and worked with City staff to complete the CDBG Downtown Revitalization Program Application for sidewalk and drainage improvements downtown
- Gathered materials and information for potential business prospects
- Attended meetings with potential business prospects
- Attended a Pre-Development Meeting with Brant Martin about the Industrial Park Development on April 26
- Attended a Pre-Development Meeting regarding the lot at 404 E 3rd Street
- Attended the CIP Meeting on May 4th
- Worked with Porter Septic to get a quote related to the Business Park
- Worked with Public Works and M&S Engineering regarding the electric design at the Business Park
- Embedded Catylist, a marketing and listings platform for Commercial Real Estate brokers, on the LEDC website
- Listed the Business Park and other local properties on Commercial Exchange and LoopNet
- Applied to RFI's from the Governor's Office
- Worked on Covenants for the Business Park
- Worked with Studio 16:19 on the Business Park Sign
- Worked with City Attorney regarding Open Records Requests
- Attended Chamber of Commerce Networking Committee Meetings
- Attended a meeting with ED Suite regarding potential marketing services on May 1st
- Attended the Internal Solar Eclipse Meeting on April 26th and May 3rd
- Worked with Fire Chief Jeff Smith on Solar Eclipse 2024 materials including a draft budget proposal for City Council to discuss on May 8th
- Hosted a meeting with Lampasas retailers to discuss the Solar Eclipse 2024 on May 5th

Lampasas Economic Development Corporation

Economic Development Matrix

	May-23	FY2023 Total	Annual Goal	Complete
Leads Received	7	12	100	12%
Business	1	4	-	-
Developer/Broker/Consultant	2	3	-	-
Governor's Office	3	3	-	-
Staff	1	2	-	-
Killeen or Wilco EDP	0	0	-	-
Proposals Submitted	2	3	25	12%
Recruitment Trips	0	0	1	0%
Site Visits	1	1	10	10%
New Visit	0	3	-	-
Repeat Visit	1	2	-	-
Announcements/Project Wins	1	1	3	33%
Jobs Announced	20-35	20-35	100	20%
Announced Capital Investment Added to tax rolls (in millions)	\$0.70	\$0.70	\$5	14%
Business Retention Visits	About to Start	-	30	0%

* "Business" leads are those that are received from small to medium sized businesses looking to expand or move to Lampasas.

* "Staff" leads are those that are received by staff by communicating with businesses.

* Proposals submitted include RFI's and/or the distribution of detailed information to a qualified business prospect.