

**NOTICE OF REGULAR MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
CALVERT MUNICIPAL BUILDING  
CITY COUNCIL CHAMBERS  
302 E THIRD STREET  
Monday, April 13, 2026  
5:30 p.m. Workshop/Regular Session**

*(regular session will begin immediately following workshop)*

Notice is hereby given that a regular meeting of the City Council of the City of Lampasas, Texas will be held on Monday, April 13, 2026 in the Calvert Municipal Building located at 302 E Third Street, Lampasas, Texas. The City Council of Lampasas, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and Section 551.086 (relating to the authority of public power utility governing bodies to deliberate regarding competitive matters).

**WORKSHOP SESSION**

1. Call to Order Workshop Session
2. Discussion regarding FY 24/25 Audit. (Pages 5-9)
3. Discussion regarding contributing to the City of Lampasas/ Kempner Water Supply Corporation (KWSC) Joint Use Account. (Page 11)
4. Discussion regarding an Emergency Water Agreement with Kempner Water Supply Corporation. (Page 13)
5. Discussion regarding Frontier Waste Solutions contract amendment. (Page 15)
6. Discussion of letter objecting to a proposed Oncor/LCRA transmission line route J1 that will potentially impact WCID's Flood retarding structures #3, #4, #6 and #8. (Page 17)
7. Discussion regarding any item on the Regular Session for April 13, 2026.
8. Discussion regarding any item **not included** on the Regular Session for April 13, 2026, for consideration on a future agenda. No action can be taken by City Council.
9. Adjourn Workshop Session

**REGULAR SESSION**

**ANNOUNCEMENTS**

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations (Pages 19-26)
  - Jerry Grayson Memorial Proclamation
  - Fair Housing Month

- Lineman Appreciation Day – April 18<sup>th</sup>
- National Library Workers Day – April 21<sup>st</sup>
- National Library Week – April 19-25<sup>th</sup>
- National Animal Control Officer Appreciation Week – April 12-18<sup>th</sup>
- National Public Safety Telecommunicator Week – April 12-18<sup>th</sup>

1.0	<b>PUBLIC HEARINGS/CITIZEN COMMENTS</b> <b>3-Minute Time Limit</b>	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter <b>not included</b> on the Agenda may do so at this time, for possible posting and discussion by council on a future agenda. The City Council may not deliberate on items presented under this Agenda Item.	N/A
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter <b>that is included</b> on the Agenda may do so at this time.	N/A
1.3	Public hearing to receive citizen comments regarding a request for a Specific Use Permit for property described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281 Lampasas Texas Lampasas County to allow for a smoke shop.	27-29
1.4	Public hearing to receive citizen comments regarding a request for a Preliminary Plat of Northington Creek Estates, a replat of 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.	31-33

2.0	<b>CONSENT AGENDA</b>	PAGES
2.1	Discussion and possible action regarding approval of minutes of the Regular Meeting held on March 23, 2026.	35-41
2.2	Discussion and possible action to approve the second reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance.	43-49
2.3	Discussion and possible action regarding purchases and charges in excess of \$4,000 for February and March 2026.	51-63

3.0	<b>BOARDS/DEPARTMENT REPORTS</b>	PAGES
3.1	Upcoming Special Events/Meetings: <ul style="list-style-type: none"> <li>• April 14, 2026 – Zoning Board of Adjustments Meeting</li> <li>• April 15, 2026 – Economic Development Corporation Meeting</li> <li>• April 20 – April 28, 2026 – Early Voting</li> <li>• April 27, 2026 – City Council Meeting</li> <li>• May 2, 2026 – Election Day</li> </ul>	N/A

4.0	<b>NEW BUSINESS</b>	PAGES
4.1	Discussion and possible action regarding the first reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request for a Specific Use Permit to allow for a smoke shop in an area zoned Retail “R”; Described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281, Lampasas Texas Lampasas County, Detailing restrictions related thereto;	65-67

	ordering a change to ordinance no. 878 and the accompanying City of Lampasas' Zoning Map reflecting same; and providing an effective date.	
4.2	Discussion and possible action regarding approval, denial or approval with modification(s) the Preliminary Plat of Northington Creek Estates, a replat of 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.	69
4.3	Discussion and possible action regarding approving an Economic Development Corporation expenditure to Chase and Jordan Kuker in the amount of \$30,000 for a brand film production.	71-76
4.4	Discussion and possible action regarding a mural on Kindred Spa by Vision Lampasas.	77
4.5	Discussion and possible action regarding approval of contract amendment between the City of Lampasas and Frontier Texas Ventures, LLC for solid waste services.	79-84
4.6	Discussion and possible action regarding the first reading of an Ordinance amending Appendix A of the City code (Fee Schedule), concerning fees for Chapter 62: Solid Waste, Citizen's Collection Station, Chapter 66: Streets, Sidewalks and other Public Places, Chapter 82: Utilities, Article V. Rates, Charges and Billing Procedures, providing for a repeal of conflicting ordinances; providing for repeal a severability clause; and providing an effective date.	85-94
4.7	Discussion and possible action to utilize Joint Use Funds at the HWY 195 Pump Station in the amount of \$260,133.00 from the City of Lampasas and Kempner Water Supply Corporation Joint Use Account to replace six (6) Variable Frequency Drives, install spray foam insulation, and install two (2) air conditioning units.	95-99
4.8	Discussion and possible action to approve the first reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 1. Generally.	101-105
4.9	Discussion and possible action regarding entering into a professional services agreement with Ardurra Group Incorporated for Engineering Services.	107-117
4.10	Discuss and consider the selection of winner of the City's website photo contest entry.	119-124
4.11	Discussion and possible action for consideration of Over-the-Counter Offer to Purchase Tax Foreclosed Property Held in Trust Pursuant to Texas Tax Code Section 34.05, located at 1401 E 3rd Street, Lampasas, Texas 76550.	125-131
4.12	Discussion, consideration and possible action authorizing City Manager to issue letter of objection to proposed transmission line route J1.	133-134
4.13	Discussion and possible action on an agreement for Transfer of Public Property for the New Hope Baptist Church and Lampasas Colored School, LLC.	135-143

Adjourn into Executive Session

**EXECUTIVE SESSION**

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

5.1	Section 551.071 Consultation with City Attorney (to seek and/or receive the advice of the legal counsel for the City concerning pending or contemplated litigation, settlement offers, or any matter in which the duty of the legal counsel to the City Council to advise the City's Governing Body regarding such matters, pursuant to the State's Laws/Statutes, including the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, in compliance with the Texas Open Meetings Act).
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5.2	Section 551.087 (economic development)- (1) to receive and evaluate financial information received from a business, to discuss same, and/or to deliberate regarding commercial or financial information that the City has received from a business that the City seeks to have locate, stay, or expand in or near the city, with which the City is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above.  - Project Heavy Load
5.3	Adjourn Executive Session and Reconvene Regular Session

**REGULAR SESSION**

6.0	ACTION ON EXECUTIVE SESSION
6.1	Discussion and possible action concerning items posted and/or items posted by Council for Council's Consideration in Executive Session

**Adjourn**

I, Kayleigh Stanley, 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 8<sup>th</sup> day of April 2026 at 11:00AM.

*Kayleigh Stanley*  
 Kayleigh Stanley, City Secretary

  
City Manager

ITEM NO. WORKSHOP 2

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

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**Subject:**

Discussion regarding Fiscal Year 2024-2025 Audit Report.

Requested By: Erin Harrison, Finance Director

Submitted By: Erin Harrison, Finance Director

Date Submitted: April 6, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

The audit was procured as a Professional Service and approved by City Council as part of the operating budget.

Attachments:

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**Summary Statement:**

Nathan White with Singleton, Clark, and Company will be here to present the Fiscal Year 2024-2025 Audit

**Recommendation:**

Discussion only.



March 13, 2026

To the Honorable Mayor and Members of the City Council of the  
City of Lampasas, Texas

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Lampasas, Texas (the “City”) for the year ended September 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 2, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Opinion on the Financial Statements

The primary purpose of a financial audit is for the auditor to render an opinion as to whether the financial statements of the audited organization appear to be free from material misstatement and adhere to generally accepted accounting principles. This opinion must be based on a systematic review of the evidence supporting the financial statement amounts. In conjunction with the audit, the auditor must also consider internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion on internal control.

Our opinion on the financial statements appears within the Independent Auditor’s Report on page 1 of the Annual Financial Report. This opinion is classified as *Unmodified*.

Significant Audit Matters

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note I to the financial statements.

During the year the District implemented Governmental Accounting Standards board Statement No. 101 - Compensated Absences (GASB 101). GASB 101 clarifies the recognition and measurement guidance for compensated absences. This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means.

During the year the District implemented Governmental Accounting Standards board Statement No. 102 – Certain Risk Disclosures (GASB 102). The objective of the Statement is to provide users of government financial statements with essential information about risks related to a government’s current vulnerabilities due to (1) certain concentrations and (2) certain constraints common in the governmental environment.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the City's financial statements were:

Management's estimate of the net pension liability and other post-employment liabilities is based on actuarial studies of the pension and post-employment benefit plans prepared by independent actuaries contracted by the respective plan. We evaluated the key factors and assumptions used within these actuarial studies in determining that the resulting net pension liability and other post-employment benefit liability are reasonable in relation to the financial statements taken as a whole.

Management's estimate of current year and accumulated depreciation on long-term capital assets is based on the historical cost of these assets and estimates of their useful lives. We evaluated the recorded asset values, estimated useful lives, and accumulated depreciation amounts to determine that they appear reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated March 13, 2026.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### *Fund Balance of the General Fund*

The General Fund is the main operating fund of the City and contains the primary financial resources available to provide for ongoing City operations.

The ending fund balance level of the General Fund is therefore a good indicator of the financial health of the City. A commonly accepted best practice for fund balance is to maintain an ending fund balance level of at least 25% of annual noncapital General Fund expenditures. As of September 30, 2025, the fund balance of the General Fund was \$4,575,472 in total, which represented 35% of noncapital General Fund expenditures for the year.

#### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Audit Findings, Internal Control, and Compliance Related Matters

*Government Auditing Standards* and the federal Uniform Guidance require an auditor to report material weaknesses and significant deficiencies found in the internal control of an organization, as well as material noncompliance with certain provisions of laws, regulations, contracts, and grant agreements.

A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A regular *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet potentially more consequential than a regular deficiency and important enough to merit attention by those charged with governance.

Material noncompliance with provisions of laws, regulations, contracts, and grant agreements occurs when the noncompliance is to a large enough degree that there could be a material effect on the determination of financial statement amounts or consequences severe enough to potentially affect the organization's operations.

In accordance with *Government Auditing Standards*, the following summarized audit finding has been reported as a result of our audit. This matter is provided in more detail, along with management planned corrective action, in the Schedule of Findings and Questioned Costs and Corrective Action Plan sections of the Annual Financial Report.

#### 2025-001 Excess Expenditures Over Appropriations (Budgetary Compliance)

For the year ended September 30, 2025, expenditures exceeded appropriations in the General Fund in the Fire and Sanitation Functions by \$29,342 and \$132,232, respectively. We suggest going forward that the City more closely monitor expenditures in relation to appropriations and amend the budget as needed.

#### Other Matters

We applied certain limited procedures to the management's discussion and analysis section preceding the financial statements and the pension and post-employment benefit liability schedules that follow the notes to the financial statements, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

DRAFT - FOR DISCUSSION  
PURPOSES ONLY

We were also engaged to report on other supplementary information such as the combining statements which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City of Lampasas, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Singleton, Clark & Company, PC*

Singleton, Clark & Company, PC  
Cedar Park, Texas

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City Manager

ITEM NO. WORKSHOP 3

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

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**Subject:**

Discussion regarding contributing to the City of Lampasas/ Kempner Water Supply Corporation (KWSC) Joint Use Account.

**Requested By:** Stephen Sewell, Director of Public Works

**Submitted By:** Stephen Sewell, Director of Public Works

**Date Submitted:** March 26, 2026      **For the Agenda of:** April 13, 2026

**Procurement and Funding Statement:**

N/A

**Attachments:**

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
**Summary Statement:**

The City and KWSC are not currently contributing to the Joint Use Account. While it's not a contract requirement to do so, it is recommended by staff to ensure joint use facilities are properly maintained.

**Recommendation:**

Discussion only.

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City Manager

ITEM NO. WORKSHOP 4

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

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**Subject:**

Discussion regarding an Emergency Water Agreement with Kempner Water Supply Corporation.

**Requested By:** Stephen Sewell, Director of Public Works

**Submitted By:** Stephen Sewell, Director of Public Works

**Date Submitted:** March 26, 2026      **For the Agenda of:** April 13, 2026

**Procurement and Funding Statement:**

N/A

**Attachments:**

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**Summary Statement:**

Discussion on creating an Emergency Water Agreement with Kempner Water Supply Corporation.

**Recommendation:**

Discussion only.

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City Manager

ITEM NO. WORKSHOP 5

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

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**Subject:**

Discussion regarding Frontier Waste Solutions contract.

Requested By: Kayleigh Stanley, City Secretary

Submitted By: Kayleigh Stanley, City Secretary

Date Submitted: April 6, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

Attachments:

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**Summary Statement:**

Discussion regarding amending our current solid waste contract with Frontier Waste Solutions.

**Recommendation:**

Discussion only.

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City Manager

ITEM NO. WORKSHOP 6

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

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**Subject:**

Discussion of letter objecting to a proposed Oncor/LCRA transmission line route J1 that will potentially impact WCID's Flood retarding structures #3, #4, #6 and #8.

Requested By: Erin Harrison, Interim City Manager

Submitted By: Erin Harrison, Interim City Manager

Date Submitted: April 7, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: N/A

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**Summary Statement:**

This item has been placed on the workshop agenda to discuss the proposed Oncor/LCRA transmission line.

**Recommendation:**

Discussion and direction only.

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**WHEREAS**, Jerry Grayson dedicated a remarkable portion of his life to the service of others, embodying the very spirit of commitment, integrity, and leadership; and

**WHEREAS**, Jerry Grayson proudly and faithfully served as a Communications Officer for the Texas Department of Public Safety in Lampasas, providing calm, reliable, and critical support to law enforcement and the community, in times of need; and

**WHEREAS**, through his professionalism and steady presence, Jerry played an essential role in ensuring public safety, often serving as the unseen but indispensable link between emergency responders and the citizens they protect; and

**WHEREAS**, Jerry's desire to serve others drove him to extend his service beyond his professional career, with the DPS, and in the early 1980s, he made a decision to commit himself to serving the citizens of Lampasas by participating in the local government; and

**WHEREAS**, Jerry first held a position on the Lampasas City Council in May of 1981, and he continued to run and was re-elected by the Citizens every time his position was up for election until May of 2002, when he left the Council after a streak of continuous service of twenty-one (21) years, one (1) month and eight (8) days, or **7,708** consecutive days; and

**WHEREAS**, after leaving the Council in 2002, Jerry decided he wanted to return to the Council, to continue serving the Lampasas Community, so again, he campaigned and won the 2007 election, and resumed serving on the Council on May 15, 2007; and

**WHEREAS**, on May 23, 2011, Jerry ran and succeeded in becoming the Mayor of Lampasas, a position he held proudly for the next four (4) years, before leaving the Council on May 18, 2015, having served for an additional period of eight (8) years and nine (9) days, or another **2,931** consecutive days; and

**WHEREAS**, while Jerry had an abundance of lifetime achievements and professional accomplishments, of which he could rightly be proud, he often said that his service to the City while on the Council, in what ultimately turned out to be the City's '**longest serving**' member, **having given the people of Lampasas and the City organization and Council a total of twenty-nine (29) years, one (1) month and seventeen (17) days of his life, which is a total of 10,639 days**, all told; and

**WHEREAS**, during this long service to the City, Jerry steadfastly attended the meetings, came to meetings well informed and prepared to do the business at hand, and ultimately contributed thoughtful leadership and sound judgment for the overall betterment of the Community and the City organization; and

**WHEREAS**, Jerry’s tenure as Mayor was marked by dedication, vision, and a deep care for the people he represented, guiding the City with integrity and a genuine desire to see it thrive; and

**WHEREAS**, after Jerry left his position on the Council, he was pleased when the council meetings began to be televised, and he watched any meeting he was unable to attend in person throughout his life, never ceasing in his commitment to the success and welfare of the City of Lampasas, Texas; and

**WHEREAS**, throughout every role he has held, Jerry Grayson has exemplified humility, perseverance, and a steadfast commitment to public service, leaving a lasting and meaningful impact on the community and all who have had the privilege to work alongside him and

**WHEREAS**, it is with great sorrow and regret that the City learned of Jerry’s sudden passing on the early morning of March 28, 2026, only days before this Proclamation, recognizing and honoring him, was scheduled to be published in appreciation and gratefulness of Jerry Grayson.

**NOW, THEREFORE, BE IT PROCLAIMED** that we honor and celebrate Jerry Grayson for his extraordinary life of fortitude and service, his unwavering dedication to the citizens of Lampasas, and his enduring legacy as an exemplary public servant, leader, and role model; and

**BE IT FURTHER PROCLAIMED**, that Jerry Grayson’s contributions will not be forgotten, and his meritorious example will continue to inspire future generations to serve with the same passion, integrity, and selflessness.

**IN WITNESS WHEREOF**, this proclamation is hereby issued, posthumously, in recognition of Jerry Grayson’s outstanding service and lasting contributions to the Community.

Signed and sealed this 13th day of April 2026.

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Herb Pearce, Mayor



**PROCLAMATION  
FAIR HOUSING MONTH  
April 2026**

**WHEREAS**, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS**, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS**, the anniversary of this National Fair Housing Law provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

**NOW, THEREFORE** I Herb Pearce Mayor of the City of Lampasas, Texas on behalf of the Lampasas City Council, proclaim April as Fair Housing Month

**BY MY HAND**, this 13<sup>th</sup> day of April 2026.

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Herb Pearce, Mayor

***PROCLAMATION***  
***City of Lampasas***  
***Lineman Appreciation Day***  
***April 18<sup>th</sup>***

**WHEREAS**, on January 3, 2017, the 115<sup>th</sup> Congress adopted House Resolution 10 recognizing linemen, the profession of linemen, the contributions these brave men and women make to protect public safety, and expressing support for the designation of April 18<sup>th</sup> National Lineman Appreciation Day; and

**WHEREAS**, the City Council of Lampasas celebrates the profession of electrical linemen and wishes to honor its Electric Department personnel for their exemplary service to the City and its citizens; and

**WHEREAS**, this profession demands passion, dedication and ongoing training and requires our linemen to work the lines 24 hours a day, 365 days a year, to keep the electricity flowing; and

**WHEREAS**, linemen are often first responders during storms working to repair broken and damaged electrical lines under hazardous conditions in order to make the area safe for other public safety heroes; and

**WHEREAS**, linemen play a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure; and they put their lives on the line every day by working with the many dangers of high voltage.

**NOW, THEREFORE**, I, Herb Pearce Mayor of the City of Lampasas hereby proclaim April 18<sup>th</sup> as “***Lineman Appreciation Day in Lampasas***” and I urge all citizens to remember the selfless work the City’s linemen do each day to keep our lights on.

**IN WITNESS WHEREOF**, *I have herewith set my hand and caused the Great Seal of the City of Lampasas, Texas to be affixed.*

**BY MY HAND**, this the 13<sup>th</sup> day of April, 2026

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Herb Pearce, Mayor

## **2026 Proclamation**

*WHEREAS*, Lampasas Public Library serves as a cornerstone of knowledge and opportunity, providing essential resources, services, and programs that empower individuals to live, learn, and thrive in the 21st century;

*WHEREAS*, libraries of all types—including academic, public, school, government, and specialized libraries—play a vital role in fostering literacy, lifelong learning, and community engagement for people of all ages, backgrounds, and socioeconomic statuses;

*WHEREAS*, library workers are dedicated professionals who create welcoming, inclusive spaces where knowledge is accessible to all, treating every patron with dignity, respect, and a commitment to service;

*WHEREAS*, librarians and library staff connect individuals with a world of information, offering expert guidance, digital literacy training, and critical access to books, technology, and research materials in person and online;

*WHEREAS*, recruiting and retaining passionate library workers is crucial to maintaining the vitality and sustainability of library services in an evolving information landscape;

*WHEREAS*, recognizing the invaluable contributions of library workers is essential to appreciating the role they play in strengthening communities, advancing education, and ensuring free and open access to information;

*WHEREAS*, libraries, library workers, and library advocates across the nation are joining together to celebrate **National Library Workers Day**, an initiative of the American Library Association-Allied Professional Association (ALA-APA), to highlight the dedication and contributions of library professionals;

**THEREFORE**, I, **Herb Pearce**, do hereby proclaim **Tuesday, April 21<sup>st</sup>, 2026**, as “**National Library Workers Day**” in Lampasas, Texas. I encourage all residents to recognize the efforts of library workers, take advantage of the invaluable resources offered by libraries, and express their appreciation for the essential role libraries and their staff play in enriching our communities and our nation.

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Herb Pearce, Mayor

## ***2026 National Library Week Proclamation***

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS**, libraries have long served as trusted institutions for all members of the community;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are representative of the populations they serve and ensure access for all;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

**WHEREAS**, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers and small businesses;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that I, Herb Pearce, Mayor of Lampasas, proclaim

***April 19-25, 2026 National Library Week.***

During this week, I encourage all residents to visit their library to explore the wealth of resources available.

***IN WITNESS WHEREOF***, I have herewith set my hand and caused the Great Seal of the City of Lampasas, Texas to be affixed.

**BY MY HAND**, this the 13<sup>th</sup> day of April 2026.

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Herb Pearce, Mayor



**WHEREAS**, the National Animal Control Association has designated the second week of April each year as Animal Control Officer Appreciation Week; and

**WHEREAS**, the various Federal, State, and Local Government Officials throughout the Country take this time to recognize, thank, and commend all Animal Control Officers and Animal Control Staff for the dedicated service they provide to the citizens, various Public Safety, Public Service Agencies and Departments across the Country; and

**WHEREAS**, the City of Lampasas would like to express its sincere thanks and appreciation for the outstanding service the Lampasas Animal Control Officers provide on a daily basis to the Citizens of the City and to the various Public Safety, Public Service Agencies and Departments; and

**WHEREAS**, the City of Lampasas recognizes and commends, Joe Schwartzer, the Animal Control Officer for the many dedicated and long hours in serving this community and for fulfilling the Animal Control Officers’ commitment to providing the highest and most efficient level of customer service; and

**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF LAMPASAS TEXAS, does hereby proclaim April 12<sup>th</sup> –18<sup>th</sup>, 2026 as

***“National Animal Control Officer Appreciation Week”***

in the City of Lampasas Texas and encourage all citizens to join in, expressing their sincere appreciation for the service and dedication of our Animal Control Officer.

Signed and sealed this 13th day of April 2026.

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Herb Pearce, Mayor



***PROCLAMATION***

**WHEREAS**, Congress and the President of the United States have established the second week of April as National Telecommunicators Week; and

**WHEREAS**, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property, and the City of Lampasas Public Safety Telecommunicators are the single vital link between first responders and persons seeking immediate relief during an emergency; and

**WHEREAS**, the work of these “unseen first responders” is invaluable in emergency situations; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

**NOW THEREFORE**, I, Herb Pearce, Mayor of the City of Lampasas, and on behalf of the entire City Council, do hereby proclaim the week of April 12<sup>th</sup> - 18<sup>th</sup>, 2026 as:

**NATIONAL PUBLIC SAFETY  
TELECOMMUNICATORS WEEK**

**IN THE CITY OF LAMPASAS, TEXAS**, and encourage the citizens of Lampasas to express their appreciation to the Lampasas Public Safety Telecommunicators for their diligence and professionalism in keeping our city and citizens safe.

**PROCLAIMED** this the 13<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Herb Pearce, Mayor

  
 City Manager

ITEM NO. 1.3

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

**Subject:**

Public hearing to receive citizen comments regarding a request for a Specific Use Permit for property described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281 Lampasas Texas Lampasas County to allow for a smoke shop.

Requested By: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: March 16, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report

**Summary Statement:**

Muhammad Farooq Memon, property owner, is asking the Commission to consider a request for a Specific Use Permit for property described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281 Lampasas Texas Lampasas County to allow for a smoke shop.

The area is characterized as Corridor Commercial. The property is surrounded by Retail, Commercial and AG.

All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed six (6) notices to property owners within 200 feet of the applicant's property, as of the date of this report no letters in favor or in opposition have been received.

This request was heard by the Planning Commission at the April 2, 2026 Meeting.

**Recommendation:**

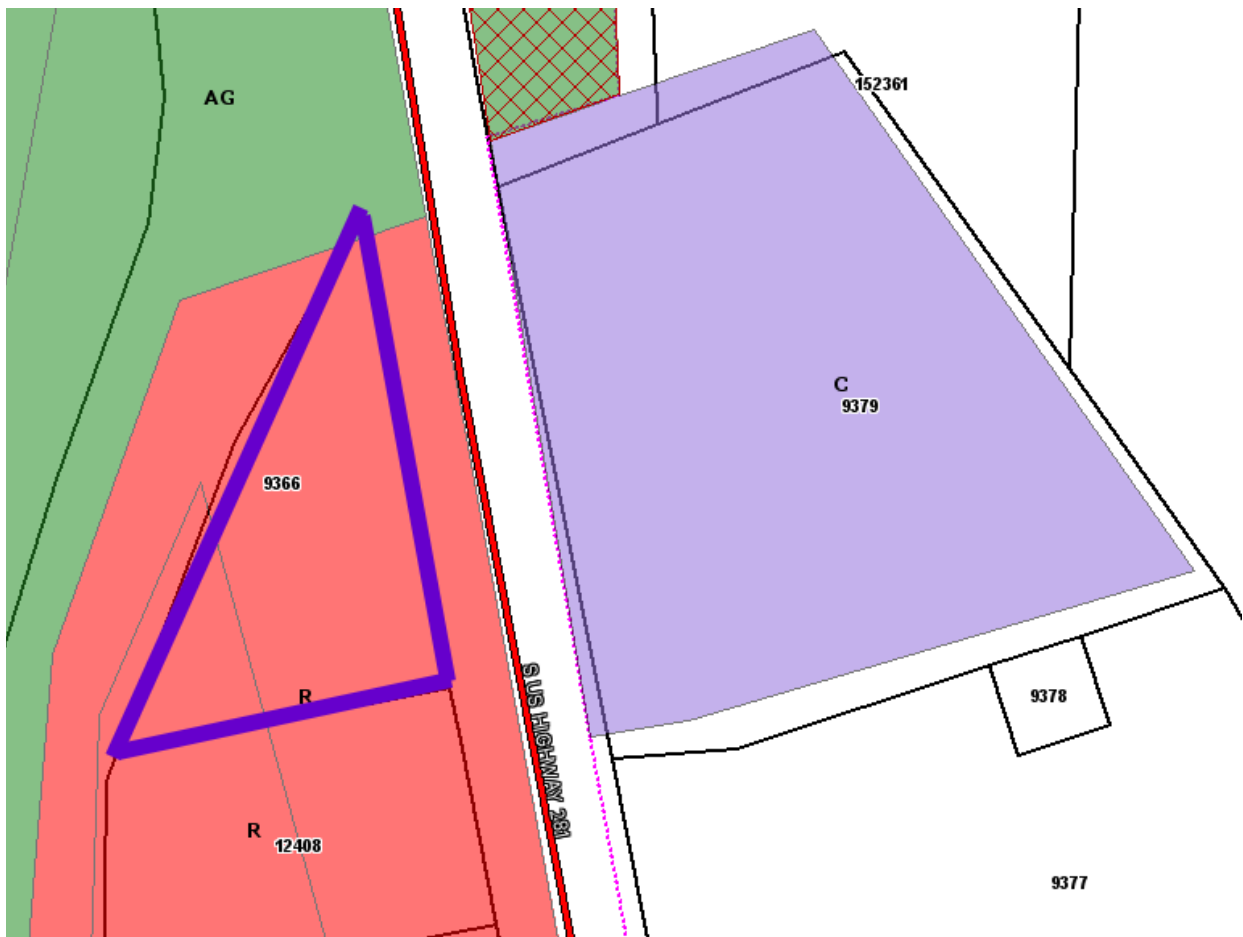
Discussion only.

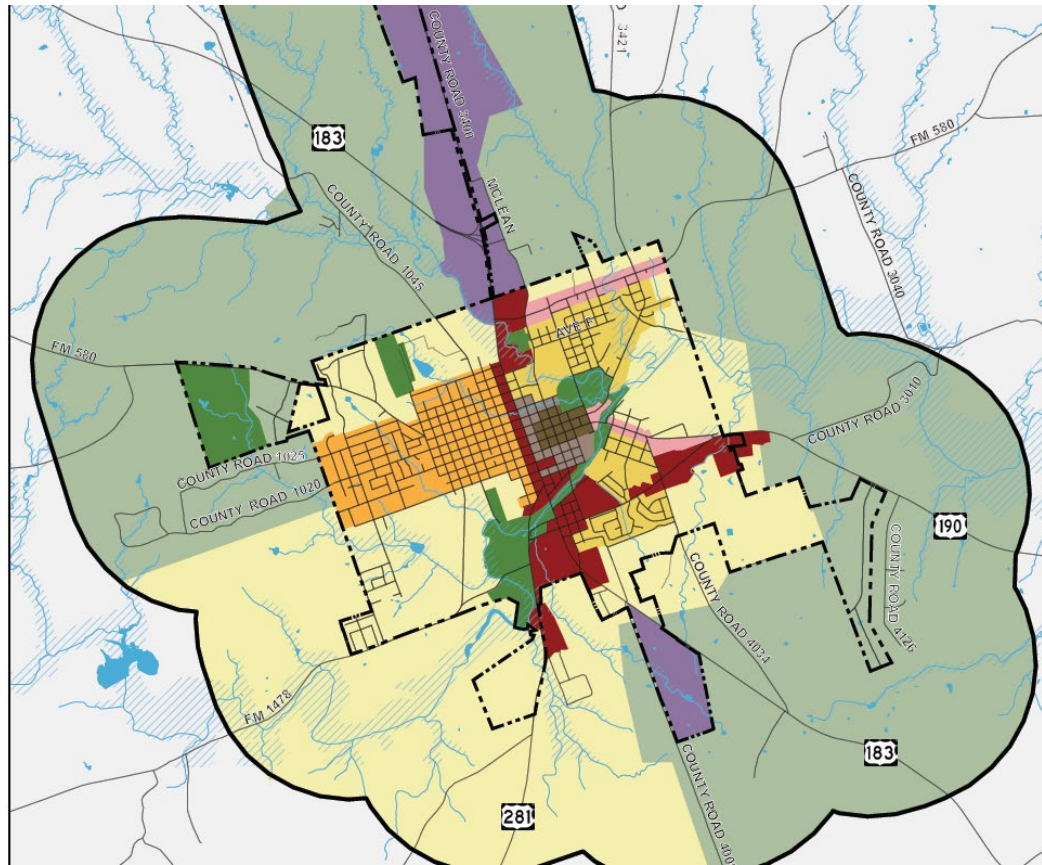
**City of Lampasas  
Staff Report (Memon)  
Planning and Zoning Board**

**Subject Property**      The property is described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281 Lampasas Texas Lampasas County.

**Summary**                Muhammad Farooq Memon, property owner, is asking the Commission to consider a request for a Specific Use Permit for property described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281 Lampasas Texas Lampasas County to allow for a smoke shop.

**Characteristics**        The area is characterized as Corridor Commercial. The property is surrounded by Retail, Commercial and AG.





**LEGEND**

Parks and Open Space	Suburban Mixed-Use	Watercourses	Lampasas ETJ
Rural Estate	Corridor Commercial	Water Bodies	Roads
Suburban Residential	Employment Mixed-Use	Floodzone	Non-Lampasas Areas
Traditional Residential	Downtown Transitional	Lampasas City Limits	
Urban Residential	Downtown Core		

Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

**Notification**

All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed six (6) notices to property owners within 200 feet of the applicant’s property, as of the date of this report no letters in favor or in opposition have been received.

**Attachments**

Rezone Application, Plat, Map and Pictures

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**City Manager**

**ITEM NO. 1.4**

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

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**Subject:**

Public hearing to receive citizen comments regarding a request for a Preliminary Plat of Northington Creek Estates, a replat of 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.

Requested By: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: March 16, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: Staff Report

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**Summary Statement:**

Tri-Cru Ventures, LLC is asking the Commission to consider approval of the Preliminary Plat of Northington Creek Estates. The property is described as 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.

The area is characterized as Suburban Residential. The property is surrounded by Single Family Homes, AG and Retail.

All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed fifty-six (56) notices to property owners within 200 feet of the applicant's property, as of the date of this report no letters in favor and (17) seventeen in opposition have been received.

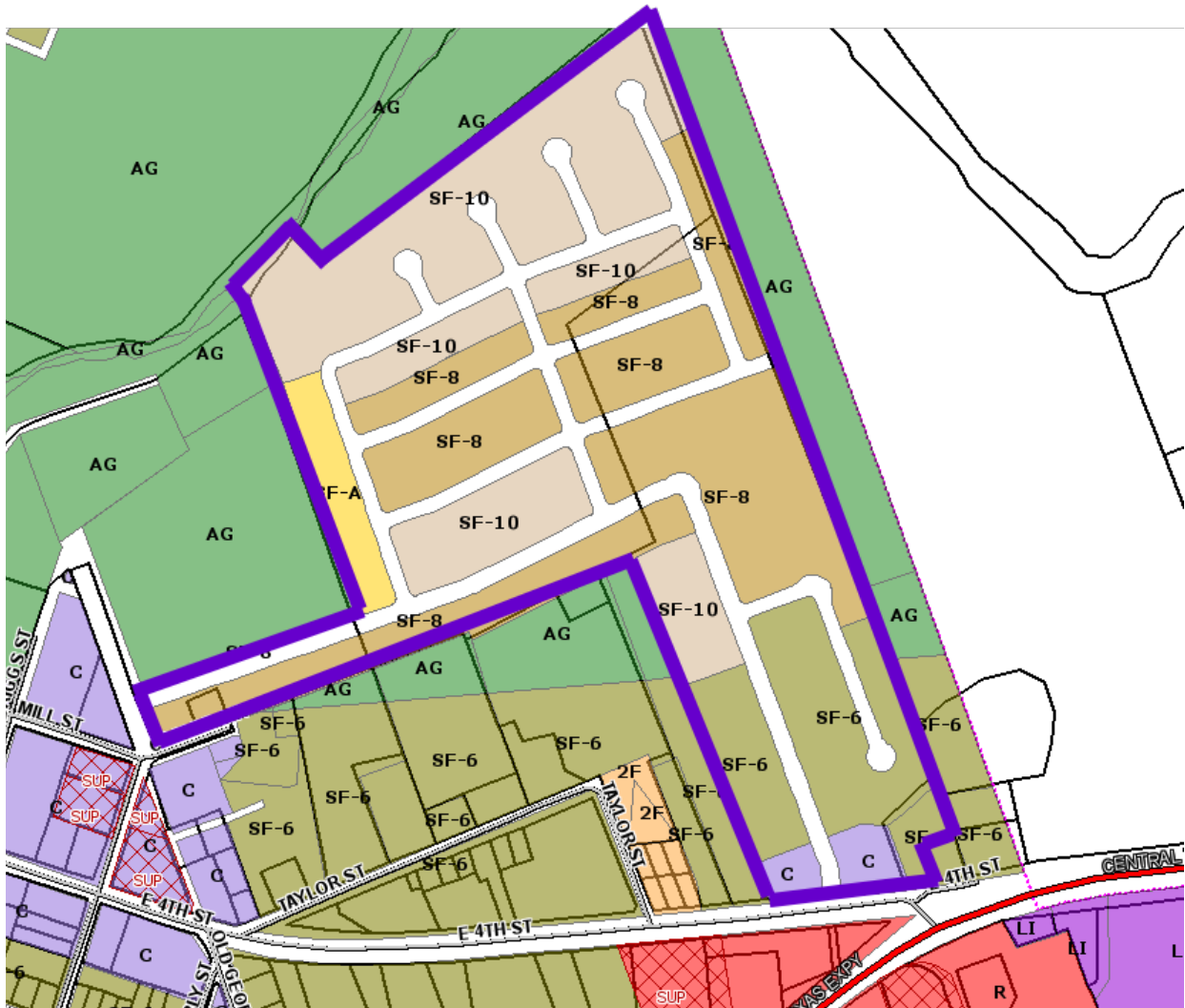
This request was heard by the Planning Commission at the April 2, 2026 meeting with the recommendation for approval with modification(s) to require the City Engineer to review the plans.

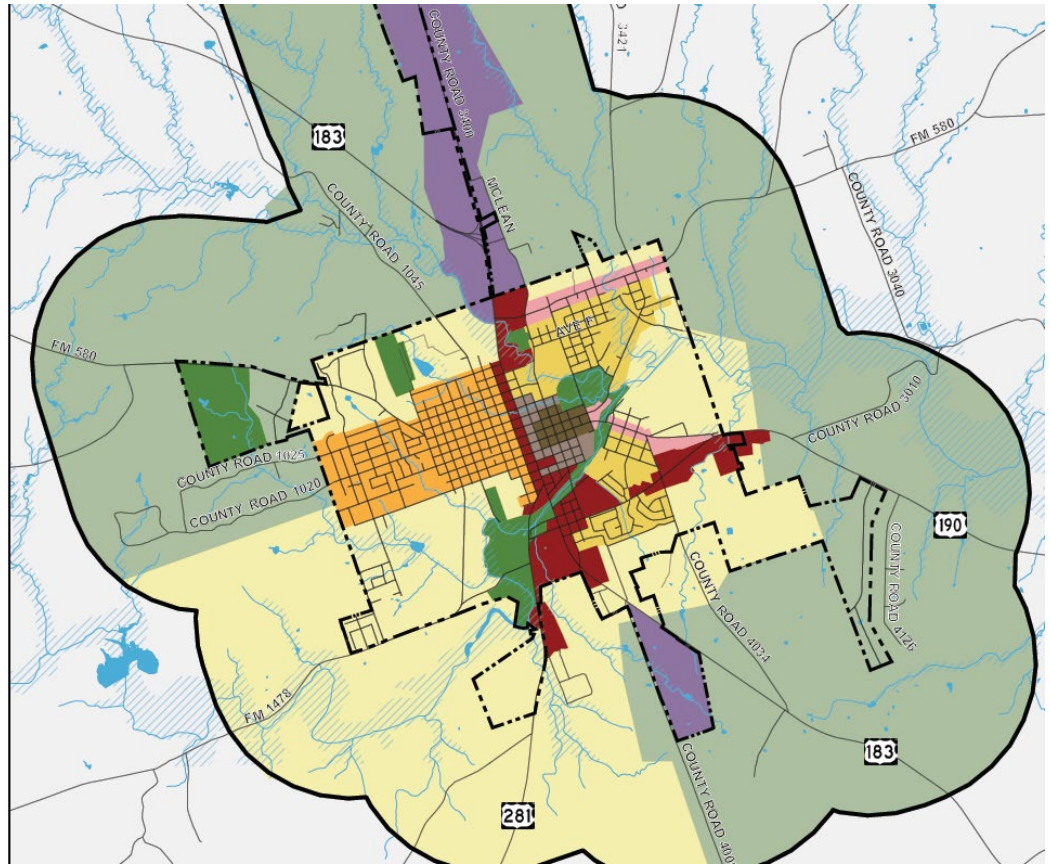
**Recommendation:**

Discussion only.

**City of Lampasas  
Staff Report (Northington Creek Estates)  
Planning and Zoning Board**

- Subject Property**      The property is described as 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.
- Summary**                Tri-Cru Ventures, LLC is asking the Commission to consider approval of the Preliminary Plat of Northington Creek Estates. The property is described as 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.
- Characteristics**        The area is characterized as Suburban Residential. The property is surrounded by Single Family Homes, AG and Retail.





**LEGEND**

Parks and Open Space	Suburban Mixed-Use	Watercourses	Lampasas ETJ
Rural Estate	Corridor Commercial	Water Bodies	Roads
Suburban Residential	Employment Mixed-Use	Floodzone	Non-Lampasas Areas
Traditional Residential	Downtown Transitional	Lampasas City Limits	
Urban Residential	Downtown Core		

Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

**Notification**

All notifications and publications, as required by Ordinance and Statute, have been made. Staff mailed fifty-six (56) notices to property owners within 200 feet of the applicant’s property, as of the date of this report no letters in favor or in opposition have been received.

**Attachments**

Rezone Application, Plat, Map and Pictures

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**MINUTES OF REGULAR CALLED MEETING OF THE GOVERNING BODY  
OF THE CITY OF LAMPASAS, TEXAS  
CALVERT MUNICIPAL BUILDING  
CITY COUNCIL CHAMBERS  
302 E THIRD STREET  
Monday, March 23, 2026  
5:30 p.m. Workshop/Regular Session**

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

**Council Members Present:**

Edward Gold  
Davis Keele  
Dorothy Person  
Charlie Pratus  
Mayor Pro Tem Kuehne  
Eric Hernandez

**City Staff Present:**

Erin Harrison, Interim City Manager  
Kayleigh Stanley, City Secretary  
Bailey Carter, Recreation Specialist  
Stephen Sewell, Public Works Director  
Jody Cummings, Police Chief  
Van Sims, Water/Wastewater  
Robert Gradel, Municipal Judge

**Council Members Absent:**

N/A

**WORKSHOP SESSION**

**1. Call to Order Workshop Session**

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

**2. Discussion and presentation from Kathy Baxter regarding the Hostess House.**

*Kathy Baxter, former owner of the Green Frog Tea Room and manager of the Hostess House approached Council to discuss the process of how the Hostess House was run in the past. Mrs. Baxter released control of the Hostess House in 2016. She mentioned that the City needs to book more events to recoup the money spent on the renovation. She did not run into any issues with double booking on individual floors.*

**3. Discussion and presentation regarding County and Rural Rides (CARR).**

*Lexus Carroll with CARR presented to Council how they operate. Residents are able to book a ride with them to go anywhere needed at low cost. There are no limitations right now on where they are able to go. This system has replaced what was existing in Lampasas but is no longer funded by the City and County.*

**4. Discussion and presentation from Jones-Heroy and associates regarding the Water Supply Alternative Study.**

*Jason Jones with Jones-Heroy and Associates presented the completed Water Supply Alternative Study to Council. A full copy of the study can be found in the City Secretary's office at City Hall.*

*A summary of the presentation is:*

- *Low Water Levels in Stillhouse Hollow Lake versus WTP Raw Water Intake Condition and Levels*
  - *Flood Conditions on Lampasas River Damaged Floating CTWSC Intake Structure*
  - *Water Quality Concerns Caused by Flood Conditions and Water Age in Pipelines*
  - *Emergency Repair of Water Main Breaks*
5. Discussion and update regarding Central Texas Water Alliance meeting held on March 5, 2026.

*Public Works Director, Stephen Sewell discussed with Council the outcome of the CTWA meeting held on March 5, 2026:*

- *Petition for new membership from City of Lampasas, Lampasas County, City of McGregor, City of Belton, Middle Trinity Groundwater Conservation District, and Bell County WCID #3; all approved.*
- *New members are requested to have a representative in attendance for appointment to the Board on 4/9/2026.*
- *Petition sent to legislature for Water Resource Development Act (WRDA) authorization.*
  - *If approved, funds would be allocated for regional infrastructure assessment and improvement.*
  - *WRDA is the vehicle to obtain federal funding and is extremely competitive.*
  - *Good News: Preliminary documents have already been accepted for review. Bad news: It's still Congress and it will be a considerable amount of time before this reaches a floor vote.*
- *Report of planning direction*
  - *Phase 1- Establish governance; COMPLETE*
  - *Phase 2- Strategic Planning and Assessment; BEGINNING, completion expected Spring 2027*
  - *Phase 3- Analysis of Alternatives and CIP*
  - *Phase 4- Funding and Implementation Phase*

6. Discussion regarding any item on the Regular Session for March 23, 2026.

*N/A*

7. Discussion regarding any item **not included** on the Regular Session for March 23, 2026, for consideration on a future agenda. No action can be taken by City Council.

*Interim City Manager, Erin Harrison provided an update to Council that the Economic Development Corporation approved a contract with Chase and Jordan Kuker for a 15–18-minute feature film and 3–5-minute promotional video. They have arranged for filming to begin the first week of April. However, due to the amount of the purchase being over \$25,000, it is required to be approved by City Council. The earliest we can get this expenditure on the agenda will be April 13<sup>th</sup>.*

*Council directed Staff to keep the item on the Agenda for April 13<sup>th</sup> and not hold a Special Meeting.*

8. Adjourn Workshop Session

Council member Hernandez made a motion to adjourn at 6:49 p.m., the motion was seconded by Mayor Pro Tem Kuehne and with a unanimous vote, the motion carried.

<b>REGULAR SESSION</b>
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**A. Call to Order**

Mayor Pearce called the Regular Session to order at 6:56p.m.

**B. Acknowledgments**

- Richard Cox: 10 Years – Water/Wastewater Department

**Resolutions: Pages 15-16**

- Nominating Stephen Sewell to the Board of Directors of Central Texas Water Supply Corporation

1.1	Citizen comments- Any citizen who desires to address the City Council on a matter <b>that is not included</b> on the agenda may do so at this time.
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N/A

1.2	Citizen comments- Any citizen who desires to address the City Council on a matter <b>that is included</b> on the agenda may do so at this time.
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N/A

2.0	<b>CONSENT AGENDA</b>
2.1	Discussion and possible action regarding approval of minutes of the Special Meeting held on March 5, 2026.
2.2	Discussion and possible action regarding approval of minutes of the Regular Meeting held on March 9, 2026.
2.3	Discussion and possible action regarding the second reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request for a Specific Use Permit to allow for an indoor commercial amusement facility in an area zoned Central Business District “CBD”; Described as mid 1/3 of Lot 7, Block 11 of the Old Town Addition, more specifically known as 511 East Third Street, Lampasas Texas, Lampasas County, Detailing restrictions related thereto; ordering a change to ordinance no. 878 and the accompanying City of Lampasas’ Zoning Map reflecting same; and providing an effective date.
2.4	Discussion and possible action regarding the second reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request for a Specific Use Permit to allow for a daycare in an area zoned Single Family Residential 6 “SF6”; Described as .712 acres, Lot 1A of the Edwards Addition, more specifically known as 1415 E 4th Street, Lampasas Texas Lampasas County, Detailing restrictions related thereto; ordering a change to ordinance no. 878 and the accompanying City of Lampasas’ Zoning Map reflecting same; and providing an effective date.

2.5	Discussion and possible action regarding the second reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request to rezone property being Lot 7 and 8, Block 7 of the LSC 2nd Addition, lots 4, 5, 6, 7, 8, 9, 10, 11, 12, Block 12 of the LSC 2nd Addition, Lots 7 and 8, Block 13 of the LSC 2nd Addition, Lot 1 of the 183 South Business Plaza and Lot 1, Block 1 of the Finney Commercial Addition, Lampasas Texas Lampasas County.
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*Council member Pratus moved to approve the consent agenda, the motion was seconded by Mayor Pro Tem Kuehne and with a unanimous vote, the motion carried.*

3.0	<b>BOARDS/DEPARTMENT REPORTS</b>
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3.1	<p><b>Finance/ Utility Billing Annual Report</b>  <i>Erin Harrison, Finance Director, presented her annual report. The annual audit will be presented at the April 13<sup>th</sup> meeting.</i></p> <p><i>Electric Customers:</i>  - 4,971 Connections</p> <p><i>Water Customers:</i>  - 3,672 Connections</p> <p><i>Sewer Customers:</i>  - 2,910 Connections</p>
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4.0	<b>NEW BUSINESS</b>
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4.1	Discussion and possible action regarding request from County of Lampasas Rodeo Association for HOT Funds for the Riata Roundup Rodeo in the amount of \$10,000.00.
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*Council member Hernandez made a motion to approve the request from County of Lampasas Rodeo Association for HOT Funds for the Riata Roundup Rodeo in the amount of \$10,000.00, the motion was seconded by Council member Person and with a unanimous vote, the motion carried.*

4.2	Discussion and possible action regarding modifying the City of Lampasas approved 2026 Holiday Schedule to include Juneteenth.
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*Mayor Pro Tem Kuehne made a motion to approve modifying the City of Lampasas approved 2026 Holiday Schedule to include Juneteenth, the motion was seconded by Council member Pratus and with Council members Hernandez, Person, Keele and Gold in opposition the motion did not carry.*

4.3	Discussion and possible action regarding approval to declare a 2012 Chevrolet 2500 as surplus fleet and allow staff to dispose of according to State law.
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*Council member Gold made a motion to table declaring a 2012 Chevrolet 2500 as surplus fleet and allow staff to dispose of according to State law, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

4.4	Discussion and possible action regarding approval to declare a 1999 Ford F800 as surplus fleet and allow staff to dispose of according to State law.
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*Council member Keele made a motion to approve declaring a 1999 Ford F800 as surplus fleet and allow staff to dispose of according to State law, the motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried.*

4.5	Discuss and consider the selection of winner of the City’s website photo contest entry.
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*Council member Hernandez made a motion to select entry 4 for the City’s website photo contest entry, the motion was seconded by Mayor Pro Tem Kuehne and with Council member Keele in opposition, the motion carried.*

4.6	Discussion and possible action to approve the first reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance.
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*Mayor Pro Tem Kuehne made a motion to approve the first reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried.*

4.7	Discussion and possible action to approve a change order for the CDV23-0267, otherwise known as the Community Development Block Grant (CDBG) Project in an amount of \$29,447.00.
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*Council member Keele made a motion to approve a change order for the CDV23-0267, otherwise known as the Community Development Block Grant (CDBG) Project in an amount of \$29,447.00, the motion was seconded by Mayor Pro Tem Kuehne and with a unanimous vote, the motion carried.*

4.8	Discussion and possible action regarding approval to declare a 2018 Chevrolet 1500 as surplus fleet and allow staff to dispose of according to State law.
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*Council member Hernandez made a motion to approve declaring a 2018 Chevrolet 1500 as surplus fleet and allow staff to dispose of according to State law, the motion was seconded by Mayor Pro Tem Kuehne and with council member Gold in opposition, the motion carried.*

4.9	Discussion and possible action regarding amending the terms of a Development Agreement by and between Brister Construction, LLC (“Developer”) and the City of Lampasas (“City”) for consideration of a decrease in lots and extension of the November 2021 agreement.
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*Council member Hernandez made a motion to approve amending the terms of a Development Agreement by and between Brister Construction, LLC (“Developer”) and the City of Lampasas (“City”) for consideration of a decrease in lots and extension of the November 2021 agreement, the motion was seconded by Council member Person and with a unanimous vote, the motion carried. (Keele abstained)*

**Adjourn into Executive Session**

*Council member Hernandez made a motion to adjourn into Executive Session at 7:38pm, the motion was seconded by Mayor Pro Tem Kuehne and with a unanimous vote, the motion carried.*

*Kayleigh Stanley and Erin Harrison entered Executive Session at this time.*

**EXECUTIVE SESSION**

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

5.1	Section 551.087 (economic development)- (1) to receive and evaluate financial information received from a business, to discuss same, and/or to deliberate regarding commercial or financial information that the City has received from a business that the City seeks to have locate, stay, or expand in or near the city, with which the City is conducting economic development negotiations; and/or (2) to deliberate an offer of any financial or other incentives to any business prospect described above.  - Project Sweet Dreams - Hidden Oaks
5.2	Section 551.071 Consultation with City Attorney (to seek and/or receive the advice of the legal counsel for the City concerning pending or contemplated litigation, settlement offers, or any matter in which the duty of the legal counsel to the City Council to advise the City’s Governing Body regarding such matters, pursuant to the State’s Laws/Statutes, including the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, in compliance with the Texas Open Meetings Act).
5.3	Adjourn Executive Session and Reconvene Regular Session

*Council member Pratus made a motion to adjourn Executive Session and Reconvene Regular Session at 7:56pm, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried.*

**REGULAR SESSION**

6.0	ACTION ON EXECUTIVE SESSION
6.1	Discussion and possible action concerning items posted and/or items posted by Council for Council’s Consideration in Executive Session

*Council member Hernandez made a motion to approve a development and 380 agreement between the City of Lampasas and Lampasas Hotel Holdings, LLC to construct an approximately 84 hotel room, Wyndham Hotel. The motion was seconded by Council member Keele and with a unanimous vote, the motion carried.*

**Adjourn**

*Council member Hernandez moved to adjourn at 7:57pm. The motion was seconded by Mayor Pro Tem Kuehne and with a unanimous vote, the motion carried.*

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Herb Pearce, Mayor

ATTEST

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Kayleigh Stanley, City Secretary

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City Manager

ITEM NO. 2.2

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

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**Subject:**

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

Requested By: Stephen Sewell, Director of Public Works

Submitted by: Stephen Sewell, Director of Public Works

Date Submitted: March 13, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: Ordinance

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**Summary Statement:**

The current customer sewer line responsibility begins at entrance of building and typically ends at right-of-way or property line. Modifications shift customer responsibility to end at the public sewer main. Intention with revision is to alleviate issues related to private sewer lines crossing other private property, general sewer line clearing, and installation of private sewer lines with conflicting elevation to public sewer main.

**Recommendation:**

To consider a motion to approve the second reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING THE CITY OF LAMPASAS CODE OF ORDINANCES CHAPTER 82 UTILITIES, ARTICLE III, SANITARY SEWER SYSTEM, DIVISION 4. BUILDING SEWERS, ADDING SECTION 82-216. SEWER SYSTEM MAINTENANCE; PROVIDING FOR SEVERABILITY CLAUSE; REPEALER CLAUSE AND EFFECTIVE DATE

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

**SECTION I.** THAT the matters and facts recited in the preamble hereof are found and determined to be true and correct.

**SECTION II.** THAT Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 4. Building Sewers, adding Section 82-216 Sewer System Maintenance, Code of Ordinances, City of Lampasas, Texas, to read as follows:

**82-216:** A. For properties with gravity wastewater service, the real property owner shall be responsible for the proper operation, maintenance, and repairs of the sewer system located on such real property from the structure(s) served by the sewer system to the point of connection to the public sewer main, regardless of public sewer main location.

B. For properties with low pressure service, the real property owner shall be responsible for the proper operation, maintenance, and repairs of the sewer system at the building and the service lateral, lift station (grinder pump) and force main between the building and the point of connection into the public sewer main.

C. When, as a part of sewer system testing, the City identifies a flaw in the sewer system located on private property, where a repair is necessary to prevent infiltration or inflow, the real property owner shall be responsible to cause the repairs to be made within 30 days of the date of notification by the City.

D. If repairs are not complete within 30 days of notification by the City, City may engage the services of a contractor to make the necessary repairs with the costs for such repairs to be paid by the City and subsequently charged to property owner and utility customer.

**SECTION III: Providing for Severability.** If any section or part of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any other section or part of a section of this Charter.

**SECTION IV: Conflicting Ordinance.** This Ordinance supersedes and repeals all ordinances or parts of ordinances, if any, in conflict herewith; however, such present ordinances shall remain in full force and

effect until the effective date of this ordinance.

**SECTION V: Effective Date.** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, City of Lampasas Code of Ordinances, and the laws of the State of Texas.

*Passed and Approved on First Reading on this the 23<sup>rd</sup> day of March, 2026.*

*Passed and Approved on Second Reading on this the 13<sup>th</sup> day of April, 2026.*

\_\_\_\_\_  
Herb Pearce, Mayor

ATTEST:

\_\_\_\_\_  
Kayleigh Stanley, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown  
City Attorney’s Signature of Approval Provided on Separate Page

## Sec. 82-121. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*BOD (biochemical oxygen demand)* means the quantity of oxygen utilized in the biochemical oxidation or organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in parts per million weights.

*Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning three feet outside the inner face of the building wall.

*Building sewer* means the extension from the building drain to the public sewer or other place of disposal.

*Connection* means the connection to the city sewer and lateral sewer to the property line.

*Garbage* means solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

*Industrial wastes* mean the liquid wastes from industrial processes as distinct from sanitary sewage.

*Natural outlet* means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

*pH* means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

*Properly shredded garbage* means the wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half of an inch in any dimension.

*Public sewer* means a sewer in which all owners of abutting properties have equal rights, and which sewer is controlled by the public authority.

*Sanitary sewer* means a sewer which carries sewage and to which stormwater, surface water, and groundwater are not intentionally admitted.

*Sewage* means a combination of the water-carried wastes from residences, business buildings, institutions, industrial establishments, together with such groundwater, surface water, and stormwater as may be present.

*Sewage system* means all facilities for collecting, pumping, treating and disposing of sewage.

*Sewage treatment plant* means an arrangement of devices and structures used for treating sewage.

*Sewer* means a pipe or conduit for carrying sewage.

*Storm sewer or storm drain* means a sewer which carries stormwater and surface water and drainage, but excludes sewage and polluted industrial wastes.

*Suspended solids* mean solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

*Watercourse* means a channel in which a flow of water occurs, either continuously or intermittently.

(Ord. No. 341, §§ 104—120, 123, 12-13-71)

Cross reference(s)—Definitions generally, § 1-2.

**Sec. 82-122. Penalty for violation of article.**

- (a) Any person who shall allow or continue the discharge of sewage into the city sewer mains without a permit shall be guilty of a misdemeanor and, upon conviction, shall be fined as provided in section 1-15.
- (b) Any person violating any of the provisions of this article shall become liable to the city for any and all expense, loss or damage occasioned by the city by reason of such violation.

(Ord. No. 341, §§ 1002, 1003, 12-13-71)

**Sec. 82-123. Deposit of excrement, garbage or other objectionable waste.**

It shall be unlawful for any person or entity to place, deposit, allow or permit (whether knowingly or unknowingly) any human or animal excrement, garbage, or other objectionable waste to be deposited upon any public or private property within the city, or in any area under the jurisdiction of the city.

(Ord. No. 341, § 401, 12-13-71)

**Sec. 82-124. Discharge of sewage or other polluted waters prohibited; exception.**

Regarding all of Chapter 82, Article III, related to Sanitary Sewer Systems, it shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article, and approved by the city in writing.

(Ord. No. 341, § 402, 12-13-71)

**Sec. 82-125. Construction or maintenance of private disposal system.**

Except as provided in division 2 of this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

(Ord. No. 341, § 403, 12-13-71)

**Sec. 82-126. Installation of suitable toilet facilities; connection.**

The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after the date of official notice to do so, subject to the provisions of division 2 of this article, and section 82-183.

(Ord. No. 341, § 404, 12-13-71)

**Sec. 82-127. Residential, apartment and commercial customers.**

The following are different categories of users, specifically including, but not limited to, residential, apartments, commercial/industrial, rural residential, rural apartments and rural commercial/industrial. Service under the rate schedule shall specifically refer to and define the categories of use, which are currently as follows:

- (1) *Residential.* Residential service means to a single-family private dwelling and its appurtenances occupied by a single family. Where a portion of a dwelling is used as an apartment or room for rent, such dwelling shall be classified as an apartment, and billed in accordance with the rate for such category. Where a portion of a dwelling is used for any other purpose other than single-family habitation, apartment, or room for rent, such dwelling shall be classified as commercial/industrial or rural commercial/industrial, and billed in accordance with the rate for such category.
- (2) *Rural residential.* Rural residential means as defined for residential, except those not located within city limits.
- (3) *Apartments.* Apartment service means to residential units other than single-family.
- (4) *Rural apartments.* Rural apartments mean the same as defined for apartments, except those not located within city limits.
- (5) *Commercial/industrial.* Commercial/industrial means those not classified as residential or apartment.
- (6) *Rural commercial/industrial.* Rural commercial/industrial means the same as defined by commercial/industrial, except those not located within city limits.

(Ord. No. 710, 9-26-94)

**Sec. 82-128. Right of inspector for purposes of inspection, observation, measurement, sampling and testing.**

The city manager and other duly authorized employees of the city, bearing proper credentials and identifications, shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this article.

(Ord. No. 341, § 901, 12-13-71)

**Sec. 82-129. Violation of article; notice; correction time limit; cancellation of sewer use and sewer permit.**

- (a) Any person found to be violating any provision of this article except section 82-153 shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction of such violation. The offender shall, within the period of time stated in such notice, permanently cease all violations. If the offender continues violation after the expiration of the time stated, the city manager may prohibit the further use of the sewage system by the offender and cancel the sewer use permit.
- (b) Regarding all of Chapter 82, Article III, related to Sanitary Sewer Systems, the City reserves full authority to discontinue water and sewer service for issues involving sewer that threaten public health and safety. The City shall notify the resident no less than 6 hours prior via phone and email of the water and sewer service disconnect. The City will reestablish water and/or sewer service once all required repairs have been fully and successfully completed. All mandated repairs shall demonstrably and fully remedy the identified non-compliance issues as set forth in this article before water and sewer service will be reestablished by the city, following a cutoff resulting from a Notice of non-compliance.

(Ord. No. 341, § 1001, 12-13-71)

**Secs. 82-130—82-150. Reserved.**

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

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**Subject:**

Discussion and possible action regarding purchases and charges in excess of \$4,000 for February and March 2026.

**Requested By:** Erin Harrison, Finance Director

**Submitted By:** Erin Harrison, Finance Director

**Date Submitted:** April 8, 2026

**For the Agenda of:** April 13, 2026

**Procurement and Funding Statement:**

N/A

**Attachments:** A/P History Check Report

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**Summary Statement:**

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of February and March 2026.

**Recommendation:**

Motion to approve by consent.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW710357351301	LCRA BILL	E	2/20/2026	720,008.43		000147		720,008.43
56260	LOWER COLORADO RIVER AUTHORITY							
I-EW710141257504	FEBRUARY ELECTRIC BILL	E	3/23/2026	560,309.53		000148		560,309.53
27050	IRS-PAYROLL TAXES							
I-T1 202602058646	FEDERAL WITHHOLDING	D	2/06/2026	23,795.39		000331		
I-T3 202602058646	FICA TAX	D	2/06/2026	35,015.18		000331		
I-T4 202602058646	MEDICARE TAX	D	2/06/2026	8,189.06		000331		66,999.63
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202601058630	RETIREMENT CONTRIBUTIONS	D	2/07/2026	271.48		000333		
I-TMR202601088643	RETIREMENT CONTRIBUTIONS	D	2/07/2026	83,729.78		000333		
I-TMR202601228644	RETIREMENT CONTRIBUTIONS	D	2/07/2026	64,920.69		000333		148,921.95
27050	IRS-PAYROLL TAXES							
I-T1 202602198659	FEDERAL WITHHOLDING	D	2/20/2026	19,892.86		000334		
I-T3 202602198659	FICA TAX	D	2/20/2026	31,688.62		000334		
I-T4 202602198659	MEDICARE TAX	D	2/20/2026	7,411.12		000334		58,992.60
27050	IRS-PAYROLL TAXES							
I-T1 202603068662	FEDERAL WITHHOLDING	D	3/06/2026	21,175.37		000336		
I-T3 202603068662	FICA TAX	D	3/06/2026	33,011.22		000336		
I-T4 202603068662	MEDICARE TAX	D	3/06/2026	7,720.40		000336		61,906.99
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202602028645	RETIREMENT CONTRIBUTIONS	D	3/09/2026	800.14		000337		
I-TMR202602058646	RETIREMENT CONTRIBUTIONS	D	3/09/2026	68,194.69		000337		
I-TMR202602198659	RETIREMENT CONTRIBUTIONS	D	3/09/2026	66,287.07		000337		135,281.90
27050	IRS-PAYROLL TAXES							
I-T1 202603198666	FEDERAL WITHHOLDING	D	3/20/2026	19,938.67		000338		
I-T3 202603198666	FICA TAX	D	3/20/2026	32,193.70		000338		
I-T4 202603198666	MEDICARE TAX	D	3/20/2026	7,529.20		000338		59,661.57
03864	FAZZONE BUILDERS, INC							
I-NO 3 COL SIGNAGE	CITY SIGNAGE PAY APP #3	R	2/06/2026	48,126.00		185368		48,126.00
03870	FRONTIER WASTE TEXAS HOLDCO, L							
I-8238972	COLLECTION CENTER	R	2/06/2026	2,785.60		185369		
I-8238974	RECYCLE CENTER	R	2/06/2026	624.20		185369		
I-8247752	COLLECTION CENTER	R	2/06/2026	1,290.80		185369		
I-8247753	RECYCLE CENTER	R	2/06/2026	1,231.60		185369		
I-8285324	RECYCLE CENTER	R	2/06/2026	612.20		185369		6,544.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02860	FUELMAN							
I-NP69881579	FUELMAN 12/29/25-1/25/26	R	2/06/2026	12,616.65		185371		12,616.65
03947	LONE STAR SITEWORK, LLC							
I-PAY #1 ADA PARKING	ADA PARKING PAY APP #1	R	2/06/2026	50,320.44		185384		50,320.44
01050	MCCOY TREE SURGERY COMPANY							
I-9696	ANNUAL TREE TRIMMING	R	2/06/2026	3,051.20		185385		
I-9697	ANNUAL TREE TRIMMING	R	2/06/2026	6,340.00		185385		
I-9698	ANNUAL TREE TRIMMING	R	2/06/2026	6,340.00		185385		
I-9699	ANNUAL TREE TRIMMING	R	2/06/2026	6,112.40		185385		21,843.60
91599	VERIZON WIRELESS							
I-6133733801	TELEPHONE SERVICE	R	2/06/2026	4,091.08		185397		4,091.08
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202601088643	ACCIDENT INSURANCE	R	2/07/2026	469.65		185403		
I-AC2202601228644	ACCIDENT INSURANCE	R	2/07/2026	469.66		185403		
I-AC3202601088643	ACCIDENT INSURANCE	R	2/07/2026	673.85		185403		
I-AC3202601228644	ACCIDENT INSURANCE	R	2/07/2026	673.85		185403		
I-CN1202601088643	CANCER INSURANCE	R	2/07/2026	400.58		185403		
I-CN2202601228644	CANCER INSURANCE	R	2/07/2026	400.64		185403		
I-HO1202601088643	HOSPITAL INCOME PREMIUM	R	2/07/2026	79.76		185403		
I-HO3202601088643	HOSPITAL INCOME - PRETAX	R	2/07/2026	212.37		185403		
I-HO3202601228644	HOSPITAL INCOME - PRETAX	R	2/07/2026	212.37		185403		
I-HOS202601228644	HOSPITAL INCOME - PRETAX	R	2/07/2026	79.79		185403		
I-LF3202601228644	UNIV/COL LIFE AFTER TAX	R	2/07/2026	974.91		185403		
I-LF7202601088643	NON-PRETAX LIFE INSURANCE	R	2/07/2026	974.99		185403		
I-LF8202601088643	AFTER TAX COLONIAL PRODUCTS	R	2/07/2026	1,198.48		185403		
I-LF8202601228644	AFTER TAX COLONIAL PRODUCTS	R	2/07/2026	1,198.48		185403		
I-LP1202601088643	PRETAX LPSD DISABILITY	R	2/07/2026	0.01		185403		
I-LP3202601088643	LPSD DISABILITY AFTERTAX	R	2/07/2026	44.17		185403		
I-LP3202601228644	LPSD DISABILITY AFTERTAX	R	2/07/2026	44.17		185403		8,107.73
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202602068656	PRINCIPAL LIFE INSURANCE COMPA	R	2/07/2026	552.20		185411		
I-DN1202601088643	EMPLOYEE SHARE HEALTH INSUR	R	2/07/2026	1,025.31		185411		
I-DN1202601228644	EMPLOYEE SHARE HEALTH INSUR	R	2/07/2026	12.29		185411		
I-DN2202601088643	EMPLOYEE SHARE HEALTH INSUR	R	2/07/2026	43.46		185411		
I-DN2202601228644	EMPLOYEE SHARE HEALTH INSUR	R	2/07/2026	1,015.87		185411		
I-GDC202601228644	DENTAL INSURANCE PREMIUM	R	2/07/2026	1,447.20		185411		
I-GDE202601228644	DENTAL INSURANCE PREMIUM	R	2/07/2026	1,306.80		185411		
I-GDF202601228644	DENTAL INSURANCE PREMIUM	R	2/07/2026	2,029.44		185411		
I-GDS202601228644	DENTAL INSURANCE PREMIUM	R	2/07/2026	441.60		185411		
I-GVC202601228644	VISION INSURANCE PREMIUM	R	2/07/2026	188.00		185411		
I-GVE202601228644	VISION INSUR PREMIUM	R	2/07/2026	254.84		185411		
I-GVF202601228644	VISION INSURANCE PREMIUM	R	2/07/2026	257.75		185411		
I-GVS202601228644	VISION INSURANCE PREMIUM	R	2/07/2026	104.16		185411		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-VS1202601088643	EMPLOYEE SHARE HEALTH PLAN	R	2/07/2026	99.18		185411		
I-VS1202601228644	EMPLOYEE SHARE HEALTH PLAN	R	2/07/2026	1.00		185411		
I-VS2202601088643	EMPLOYEE SHARE HEALTH INSUR	R	2/07/2026	3.33		185411		
I-VS2202601228644	EMPLOYEE SHARE HEALTH INSUR	R	2/07/2026	97.80		185411		8,880.23
74775	SCOTT & WHITE HEALTH PLAN							
C-HEA202601228644	EMPLOYEE SHARE HEALTH INSURANC	R	2/07/2026	164.18CR		185427		
I-202602068657	SCOTT & WHITE HEALTH PLAN	R	2/07/2026	15,044.63		185427		
I-202602068658	EMPLOYEE PORTION J VESSEY	R	2/07/2026	356.01		185427		
I-CCC202601228644	HEALTH INSURANCE PREMIUM	R	2/07/2026	13,123.37		185427		
I-CCE202601228644	HEALTH INSURANCE PREMIUM	R	2/07/2026	12,162.30		185427		
I-CCF202601228644	HEALTH INSURANCE PREMIUMS	R	2/07/2026	6,304.50		185427		
I-CCS202601228644	HEALTH INSURANCE PREMIUM	R	2/07/2026	4,508.28		185427		
I-HE1202601228644	HEALTH INSURANCE PREMIUM	R	2/07/2026	5,392.32		185427		
I-HEA202601088643	EMPLOYEE SHARE HEALTH INSURANC	R	2/07/2026	15,799.94		185427		
I-HEC202601088643	EMPLOYEE SHARE HEALTH INSURANC	R	2/07/2026	581.04		185427		
I-HEC202601228644	EMPLOYEE SHARE HEALTH INSURANC	R	2/07/2026	15,635.76		185427		
I-HI1202601228644	CITY HEALTH INSURANCE	R	2/07/2026	28,667.28		185427		
I-HID202601228644	CITY HEALTH INSURANCE	R	2/07/2026	21,320.04		185427		
I-HIE202601228644	EMPLOYEE CITY HEALTH CONTRIB	R	2/07/2026	28,983.45		185427		167,714.74
01490	CENCO, INC							
I-INV-0965	MONSTER SOLVENT	R	2/09/2026	3,188.00		185437		
I-INV-0966	SUPER ENZYMES	R	2/09/2026	3,620.00		185437		6,808.00
03320	CHASE							
I-0000002872	2019 GO REFUNDING	R	2/09/2026	99,731.10		185439		99,731.10
03870	FRONTIER WASTE TEXAS HOLDCO, L							
I-8304541	JAN 2026 INVOICE	R	2/09/2026	135,475.23		185447		
I-8348870	COLLECTION CENTER	R	2/09/2026	1,364.00		185447		
I-8348871	RECYCLE CENTER	R	2/09/2026	603.80		185447		137,443.03
42323	INDUSTRIAL DISPOSAL SUPPLY CO							
I-483498	SWEeper REPAIR	R	2/09/2026	13,020.12		185454		13,020.12
52200	LAMPASAS PUBLIC UTILITIES							
I-01302026	JANUARY 2026	R	2/09/2026	34,773.42		185472		34,773.42
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29889 DECEMBER	INVOICE 29889	R	2/09/2026	5,862.50		185486		5,862.50
02754	MASTERCARD							
I-00561E	WATER REFILLS	R	2/09/2026	10.80		185488		
I-00701E	CANDY	R	2/09/2026	58.99		185488		
I-00755E	SOAP/DISINFCT/COFFEE SUPPL	R	2/09/2026	140.06		185488		
I-00918E	SUPPLIES	R	2/09/2026	154.77		185488		
I-01132026	PRE-EMPLOYMENT SCREEN	R	2/09/2026	7.50		185488		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-01132026	TLA		TLA - TWO ONLINE COURSES	R	2/09/2026	50.00		185488
I-01152026			PRE-EMPLOYMENT SCREEN	R	2/09/2026	7.50		185488
I-01202026			SUPPLIES	R	2/09/2026	174.01		185488
I-01222026	JACOB Y		LICENSE RENEWAL	R	2/09/2026	113.75		185488
I-01223E			OFFICE SUPPLIES	R	2/09/2026	57.88		185488
I-01493E			LAUNDRY DETERGENT	R	2/09/2026	96.56		185488
I-02939E			COFFEE	R	2/09/2026	20.24		185488
I-02971E			DISH SOAP	R	2/09/2026	16.88		185488
I-02999E			METER READER SUPPLIES	R	2/09/2026	173.42		185488
I-03016E			WIPES, WAX MELTS, PLUGINS	R	2/09/2026	188.80		185488
I-05227			EMILY WEB - LIB MARKTG	R	2/09/2026	45.00		185488
I-12292025			LIB 2.0 WEBINAR	R	2/09/2026	99.00		185488
I-23282			2026 MANAGING SPECIAL OPE	R	2/09/2026	320.00		185488
I-262378			STORAGE-FM	R	2/09/2026	1,754.99		185488
I-2851 01062026			METER READER SUPPLIES	R	2/09/2026	157.21		185488
I-85446882			HOTEL STAY	R	2/09/2026	497.20		185488
I-DS001349261			DROPSEND BUISINESS LITE	R	2/09/2026	45.00		185488
								4,189.56
02203			T MORALES COMPANY ELECTRIC & C					
I-13698S			TRBLE SHOOT BAR SCREEN	R	2/09/2026	315.00		185506
I-15687S			EFF BUILDING ELEC WORK	R	2/09/2026	7,500.00		185506
I-15692S			WEST AERAT FAULTS	R	2/09/2026	210.00		185506
								8,025.00
03785			THE HUNTINGTON NATIONAL BANK					
I-2415906			LEASE FOR CLUB CAR CARTS	R	2/09/2026	5,668.36		185510
								5,668.36
00951			SCHNEIDER ENGINEERING LLC					
I-000000080926			LAD FORECAST	R	2/19/2026	2,500.00		185561
I-000000080927			LAD FORECAST	R	2/19/2026	948.94		185561
I-000000080928			LAD FORECAST	R	2/19/2026	1,250.00		185561
								4,698.94
01050			MCCOY TREE SURGERY COMPANY					
I-9700			ANNUAL TREE TRIMMING	R	2/19/2026	3,051.20		185562
I-9701			ANNUAL TREE TRIMMING	R	2/19/2026	6,128.40		185562
I-9702			ANNUAL TREE TRIMMING	R	2/19/2026	1,110.00		185562
I-9703			ANNUAL TREE TRIMMING	R	2/19/2026	5,493.60		185562
I-9704			ANNUAL TREE TRIMMING	R	2/19/2026	3,051.20		185562
I-9705			ANNUAL TREE TRIMMING	R	2/19/2026	4,647.20		185562
I-9706			ANNUAL TREE TRIMMING	R	2/19/2026	6,340.00		185562
I-9707			ANNUAL TREE TRIMMING	R	2/19/2026	6,112.40		185562
								35,934.00
02209			JONES-HEROY & ASSOCIATES INC					
I-27797			AFNA PLAN REVIEWS & MEETS	R	2/19/2026	4,342.50		185574
I-27798			WATER STUDY	R	2/19/2026	1,375.00		185574
I-27799			WWTP SLUDGE DEWATERING	R	2/19/2026	16,450.00		185574
I-27800			WWTP SOLIDS HANDLING	R	2/19/2026	20,800.00		185574
								42,967.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03406	WELLS FARGO FINANCIAL LEASING							
I-5037543034	2022 JOHN DEERE LEASE	R	2/19/2026	2,750.00		185594		
I-5037543035	2020 JOHN DEERE LEASE	R	2/19/2026	1,470.00		185594		4,220.00
03678	HARRELL'S INC							
I-INV02142167	WEEKLY AND MONTHLY GREENS	R	2/19/2026	3,251.32		185599		
I-INV02142168	PESTICIDES FOR GREENS APP	R	2/19/2026	2,999.59		185599		
I-INV02142786	MONTHLY ROOT ENHANCE APP	R	2/19/2026	84.13		185599		6,335.04
03776	ASD CONSULTANTS, INC							
I-PAY APP #16 FINAL	FINAL HOSTESS HOUSE PYMT	R	2/19/2026	122,648.42		185600		122,648.42
01050	MCCOY TREE SURGERY COMPANY							
I-9702*	ANNUAL TREE TRIMMING	R	2/27/2026	5,230.00		185642		
I-9708	ANNUAL TREE TRIMMING	R	2/27/2026	3,051.20		185642		
I-9709	ANNUAL TREE TRIMMING	R	2/27/2026	6,340.00		185642		
I-9710	ANNUAL TREE TRIMMING	R	2/27/2026	6,340.00		185642		
I-9711	ANNUAL TREE TRIMMING	R	2/27/2026	4,647.20		185642		
I-9712	ANNUAL TREE TRIMMING	R	2/27/2026	3,051.20		185642		
I-9713	ANNUAL TREE TRIMMING	R	2/27/2026	6,340.00		185642		
I-9714	ANNUAL TREE TRIMMING	R	2/27/2026	6,340.00		185642		
I-9715	ANNUAL TREE TRIMMING	R	2/27/2026	6,112.40		185642		47,452.00
02460	PATTERSON EQUIPMENT COMPANY, L							
I-11378	8' FLEX HOSE	R	2/27/2026	623.80		185655		
I-11397	PUMP REPAIRS	R	2/27/2026	5,491.61		185655		
I-11420	Y STRAINER	R	2/27/2026	101.10		185655		6,216.51
03947	LONE STAR SITEWORK, LLC							
I-01262026 #1	PAY APP #1-CDBGCDV23-0267	R	2/27/2026	108,766.80		185679		108,766.80
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202602198659	ACCIDENT INSURANCE	R	3/09/2026	427.87		185726		
I-AC2202603068662	ACCIDENT INSURANCE	R	3/09/2026	427.88		185726		
I-AC3202602198659	ACCIDENT INSURANCE	R	3/09/2026	673.85		185726		
I-AC3202603068662	ACCIDENT INSURANCE	R	3/09/2026	673.85		185726		
I-CN1202602198659	CANCER INSURANCE	R	3/09/2026	400.58		185726		
I-CN2202603068662	CANCER INSURANCE	R	3/09/2026	400.64		185726		
I-HO1202602198659	HOSPITAL INCOME PREMIUM	R	3/09/2026	79.76		185726		
I-HO3202602198659	HOSPITAL INCOME - PRETAX	R	3/09/2026	212.37		185726		
I-HO3202603068662	HOSPITAL INCOME - PRETAX	R	3/09/2026	212.37		185726		
I-HOS202603068662	HOSPITAL INCOME - PRETAX	R	3/09/2026	79.79		185726		
I-LF3202603068662	UNIV/COL LIFE AFTER TAX	R	3/09/2026	974.91		185726		
I-LF7202602198659	NON-PRETAX LIFE INSURANCE	R	3/09/2026	974.99		185726		
I-LF8202602198659	AFTER TAX COLONIAL PRODUCTS	R	3/09/2026	1,174.07		185726		
I-LF8202603068662	AFTER TAX COLONIAL PRODUCTS	R	3/09/2026	1,174.07		185726		
I-LP1202602198659	PRETAX LPSD DISABILITY	R	3/09/2026	0.01		185726		
I-LP3202602198659	LPSD DISABILITY AFTERTAX	R	3/09/2026	44.17		185726		
I-LP3202603068662	LPSD DISABILITY AFTERTAX	R	3/09/2026	44.17		185726		7,975.35

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202603078664	PRINCIPAL LIFE INSURANCE COMPA	R	3/09/2026	552.20		185735		
I-DN1202602198659	EMPLOYEE SHARE HEALTH INSUR	R	3/09/2026	1,037.60		185735		
I-DN1202603068662	EMPLOYEE SHARE HEALTH INSUR	R	3/09/2026	46.31		185735		
I-DN2202603068662	EMPLOYEE SHARE HEALTH INSUR	R	3/09/2026	1,062.18		185735		
I-GDC202603068662	DENTAL INSURANCE PREMIUM	R	3/09/2026	1,554.40		185735		
I-GDE202603068662	DENTAL INSURANCE PREMIUM	R	3/09/2026	1,393.92		185735		
I-GDF202603068662	DENTAL INSURANCE PREMIUM	R	3/09/2026	2,101.92		185735		
I-GDS202603068662	DENTAL INSURANCE PREMIUM	R	3/09/2026	441.60		185735		
I-GVC202603068662	VISION INSURANCE PREMIUM	R	3/09/2026	203.04		185735		
I-GVE202603068662	VISION INSUR PREMIUM	R	3/09/2026	271.46		185735		
I-GVF202603068662	VISION INSURANCE PREMIUM	R	3/09/2026	268.06		185735		
I-GVS202603068662	VISION INSURANCE PREMIUM	R	3/09/2026	104.16		185735		
I-VS1202602198659	EMPLOYEE SHARE HEALTH PLAN	R	3/09/2026	100.18		185735		
I-VS1202603068662	EMPLOYEE SHARE HEALTH PLAN	R	3/09/2026	4.38		185735		
I-VS2202603068662	EMPLOYEE SHARE HEALTH INSUR	R	3/09/2026	102.18		185735		9,243.59
74775	SCOTT & WHITE HEALTH PLAN							
I-202603078665	SCOTT & WHITE HEALTH PLAN	R	3/09/2026	15,044.63		185751		
I-CCC202603068662	HEALTH INSURANCE PREMIUM	R	3/09/2026	13,123.37		185751		
I-CCE202603068662	HEALTH INSURANCE PREMIUM	R	3/09/2026	14,594.76		185751		
I-CCF202603068662	HEALTH INSURANCE PREMIUMS	R	3/09/2026	7,565.40		185751		
I-CCS202603068662	HEALTH INSURANCE PREMIUM	R	3/09/2026	4,508.28		185751		
I-HE1202603068662	HEALTH INSURANCE PREMIUM	R	3/09/2026	5,392.32		185751		
I-HEA202602198659	EMPLOYEE SHARE HEALTH INSURANC	R	3/09/2026	15,798.72		185751		
I-HEA202603068662	EMPLOYEE SHARE HEALTH INSURANC	R	3/09/2026	416.86		185751		
I-HEC202603068662	EMPLOYEE SHARE HEALTH INSURANC	R	3/09/2026	16,114.69		185751		
I-HI1202603068662	CITY HEALTH INSURANCE	R	3/09/2026	29,861.75		185751		
I-HID202603068662	CITY HEALTH INSURANCE	R	3/09/2026	21,320.04		185751		
I-HIE202603068662	EMPLOYEE CITY HEALTH CONTRIB	R	3/09/2026	29,918.40		185751		173,659.22
56210	ATMOS							
I-303593819001032026	1107 E 4TH ST	R	3/09/2026	922.88		185755		
I-303593819002032026	1107 E 4TH ST	R	3/09/2026	250.84		185755		
I-303593856501062026	302 E 3RD ST	R	3/09/2026	274.72		185755		
I-303593856502042026	302 E 3RD ST	R	3/09/2026	160.10		185755		
I-303593877001062026	500 E 8TH ST	R	3/09/2026	746.03		185755		
I-303593877002042026	500 E 8TH ST	R	3/09/2026	341.97		185755		
I-303593915301062026	312 E 3RD ST	R	3/09/2026	370.75		185755		
I-303593915302042026	312 E 3RD ST	R	3/09/2026	168.69		185755		
I-303593933101062026	201 S MAIN ST	R	3/09/2026	523.64		185755		
I-303593933102042026	201 S MAIN ST	R	3/09/2026	204.50		185755		
I-303593961701032026	201 BROWN ST	R	3/09/2026	2,038.08		185755		
I-303593961702032026	201 BROWN ST	R	3/09/2026	760.49		185755		6,762.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
47585	KEMPNER WATER SUPPLY CORP							
I-01312026	KEMPNER WATER SUPPLY CORP	R	3/09/2026	75,636.03		185763		75,636.03
47585	KEMPNER WATER SUPPLY CORP							
I-01312026*	KEMPNER WATER SUPPLY CORP	R	3/09/2026	19,146.97		185764		19,146.97
49350	LAMP CHAMBER OF COMMERCE							
I-02092026	1ST QUARTER EXPENSE-VISITOR	R	3/09/2026	14,504.46		185766		14,504.46
52200	LAMPASAS PUBLIC UTILITIES							
I-02272026	FEBRUARY 2026	R	3/09/2026	34,960.83		185767		34,960.83
22505	ANIXTER, INC.							
I-6444649-00	METERS	R	3/10/2026	7,000.00		185787		7,000.00
02692	APSCO INC./BROWNWOOD PLUMBING							
I-S1554994.001	12" BELL CLAMP	R	3/10/2026	479.87		185790		
I-S1555041.001	6" C900 PIPE	R	3/10/2026	2,402.40		185790		
I-S1557106.001	6" PVC PIPE	R	3/10/2026	1,716.00		185790		4,598.27
01344	CORE & MAIN LP							
I-Y217702	METER CHANGEOUT	R	3/10/2026	51,899.00		185801		
I-Y558147	6 X 1 TAP SADDLES	R	3/10/2026	657.60		185801		52,556.60
01050	MCCOY TREE SURGERY COMPANY							
I-9716	ANNUAL TREE TRIMMING	R	3/10/2026	3,051.20		185828		
I-9717	ANNUAL TREE TRIMMING	R	3/10/2026	6,340.00		185828		
I-9718	ANNUAL TREE TRIMMING	R	3/10/2026	6,340.00		185828		
I-9719	ANNUAL TREE TRIMMING	R	3/10/2026	6,112.40		185828		21,843.60
02483	STALKER RADAR							
I-473168	ASSY 2X COUNTING UNIT 1.5	R	3/10/2026	7,056.00		185838		7,056.00
03511	TEXAS MULTI-CHEM, LTD							
I-1065491	SERVICE WORK/RENOVATION	R	3/10/2026	49,620.00		185845		49,620.00
01401	TSM CONSULTING SERVICES INC							
I-1525838	MARCH NETWORK SUPPORT	R	3/10/2026	900.00		185848		
I-1525839	EXCHANGE ONLINE RENEWAL	R	3/10/2026	16,900.60		185848		17,800.60
02860	FUELMAN							
I-NP70047512	FUELMAN 1/26-2/22	R	3/11/2026	10,380.86		185871		10,380.86

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03678	HARRELL'S INC							
I-INV02151788	HERBICIDE	R	3/11/2026	3,371.46		185876		
I-INV02151789-1	PRE EMERGE HERBICIDE	R	3/11/2026	2,134.66		185876		
I-INV02151789-2	PRE EMERGE HERBICIDE	R	3/11/2026	2,134.66		185876		
I-INV02151806	MONTHLY GREENS APPLICATIO	R	3/11/2026	2,997.65		185876		
I-INV02151809	INSECTICIDE	R	3/11/2026	675.30		185876		11,313.73
49400	LAMPASAS CENTRAL APPR DIST							
I-02182026	2ND QUARTER PAYMENT	R	3/11/2026	26,604.00		185892		26,604.00
91599	VERIZON WIRELESS							
I-6136236449	TELEPHONE SERVICES	R	3/11/2026	4,164.33		185923		4,164.33
02692	APSCO INC./BROWNWOOD PLUMBING							
I-S1556943.001	18" HYMAX COUPLINGS	R	3/17/2026	6,116.84		185930		6,116.84
03870	FRONTIER WASTE TEXAS HOLDCO, L							
I-8480017	FEB INVOICE	R	3/17/2026	139,908.93		185941		139,908.93
02754	MASTERCARD							
C-02112026	REIMBURSEMENT FROM TPPA	R	3/17/2026	100.00CR		185959		
C-02192026	KALAHARI RESORT CREDIT	R	3/17/2026	110.00CR		185959		
I-00217G*	WATER REFILLS	R	3/17/2026	9.00		185959		
I-00242G	PRY BAR TOOL BOX	R	3/17/2026	65.84		185959		
I-00246G	PANTS FOR ISMAEL	R	3/17/2026	71.94		185959		
I-00250G	DRINKS	R	3/17/2026	136.79		185959		
I-00610G	COOLER, PHONE CASE	R	3/17/2026	91.84		185959		
I-00976G**	OFFICE SUPPLIES	R	3/17/2026	15.71		185959		
I-01292026	PRE-EMPLOYMENT SCREEN	R	3/17/2026	7.50		185959		
I-01795G	JANITORIAL SUPPLIES	R	3/17/2026	315.30		185959		
I-01834G	SHELTER SUPPLIES	R	3/17/2026	350.62		185959		
I-01896G	SUPPLIES, KEURIG, CANDY	R	3/17/2026	163.62		185959		
I-01918G	SUPPLIES	R	3/17/2026	104.80		185959		
I-02042026	JD LICENSE RENEWAL WCD	R	3/17/2026	111.00		185959		
I-02052026	BOSWELL LEMIT PIO OFC TRA	R	3/17/2026	395.00		185959		
I-02062026	PRE-EMPLOYMENT SCREEN	R	3/17/2026	7.50		185959		
I-02122026	PRE-EMPLOYMENT SCREEN	R	3/17/2026	7.50		185959		
I-02132026	OFFICE SUPPLIES	R	3/17/2026	211.12		185959		
I-02132026 RICHARD	RICHARD LICENSE RENWAL	R	3/17/2026	111.00		185959		
I-02172026	PRE-EMPLOYMENT SCREEN	R	3/17/2026	7.50		185959		
I-02182026	BASIC WATER CLASS	R	3/17/2026	405.00		185959		
I-02182026*	TWUA REGISTRATION	R	3/17/2026	90.00		185959		
I-02232026	CSI LICENSE RENEWAL	R	3/17/2026	111.00		185959		
I-02232026 J CHISM	UNIFORM PANTS	R	3/17/2026	216.50		185959		
I-02308G	WALMART- COFFEE	R	3/17/2026	20.96		185959		
I-02320G*	SCRUBBER SPONGE	R	3/17/2026	17.44		185959		
I-02359G	METER READER SUPPLIES	R	3/17/2026	173.82		185959		
I-02764G	UTILITY DEPT LUNCH	R	3/17/2026	67.67		185959		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-02858G	TARPS	R	3/17/2026	26.86		185959		
I-02978G	BREAK ROOM SUPPLIES	R	3/17/2026	118.72		185959		
I-02982G	CANDY	R	3/17/2026	14.84		185959		
I-123230659	GOLF COURSE DOMAIN	R	3/17/2026	46.57		185959		
I-17648	TPPA CONFERENCE	R	3/17/2026	500.00		185959		
I-1802	ARR FOR THE WHITES	R	3/17/2026	70.36		185959		
I-31653531	SHAWN WORK PANTS (5)	R	3/17/2026	252.82		185959		
I-511213	DLVR.IT PRO ANNUAL	R	3/17/2026	129.50		185959		
I-6184	REGISTRATION	R	3/17/2026	850.00		185959		
I-CS-03E4D-6C9E	WEBSITE STOCK IMAGES	R	3/17/2026	29.00		185959		
I-DS001352757	DROPSEND LITE	R	3/17/2026	45.00		185959		
I-FAE-9W5	LUNCH/ MEETING	R	3/17/2026	50.40		185959		
I-INV183648	AWWA ANNUAL MEMBER	R	3/17/2026	273.00		185959		
I-W246251455	BOOK	R	3/17/2026	191.83		185959		5,674.87
01357	SINGLETON, CLARK & COMPANY, PC							
I-2799	AUDIT/INTERIM & FINAL	R	3/17/2026	38,720.00		185974		38,720.00
82300	TECHLINE, INC							
I-1392626-00	50KVA TRANSFORMER	R	3/17/2026	6,590.90		185975		6,590.90
83000	TEXAS METER & DEVICE CO							
I-0224079-IN	ELEC METERS	R	3/17/2026	19,111.08		185977		19,111.08
02469	BUREAU VERITAS NORTH AMERICA I							
I-26009367	FEB INV	R	3/26/2026	76.92		186023		
I-26009368	FEB INV	R	3/26/2026	557.34		186023		
I-26009369	FEB INV	R	3/26/2026	2,715.44		186023		
I-26009370	FEB INV	R	3/26/2026	76.92		186023		
I-26009371	FEB INV	R	3/26/2026	487.34		186023		
I-26009372	FEB INV	R	3/26/2026	300.00		186023		
I-26009373	FEB INV	R	3/26/2026	400.00		186023		
I-26009374	FEB INV	R	3/26/2026	2,093.84		186023		
I-26009375	FEB INV	R	3/26/2026	300.00		186023		
I-26009376	FEB INV	R	3/26/2026	76.92		186023		
I-26009377	FEB INV	R	3/26/2026	76.92		186023		
I-26009378	FEB INV	R	3/26/2026	76.92		186023		
I-26009379	FEB INV	R	3/26/2026	76.92		186023		
I-26009380	FEB INV	R	3/26/2026	76.92		186023		
I-26009381	FEB INV	R	3/26/2026	76.92		186023		
I-26009382	FEB INV	R	3/26/2026	76.92		186023		
I-26009383	FEB INV	R	3/26/2026	76.92		186023		
I-26009384	FEB INV	R	3/26/2026	265.05		186023		
I-26009385	FEB INV	R	3/26/2026	76.92		186023		
I-26009386	FEB INV	R	3/26/2026	76.92		186023		
I-26009387	FEB INV	R	3/26/2026	76.92		186023		
I-26009388	FEB INV	R	3/26/2026	76.92		186023		
I-26009389	FEB INV	R	3/26/2026	400.00		186023		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-26009390	FEB INV	R	3/26/2026	400.00		186023		
I-26009391	FEB INV	R	3/26/2026	76.92		186023		
I-26009392	FEB INV	R	3/26/2026	76.92		186023		
I-26011437	FEB INV	R	3/26/2026	606.59		186023		
I-26011438	FEB INV	R	3/26/2026	76.92		186023		
I-26011439	FEB INV	R	3/26/2026	76.92		186023		9,910.16
16468	CATERPILLAR FIN SER CORP							
I-38274616	BACKHOE EXCAVATOR LEASE	R	3/26/2026	79,179.78		186030		79,179.78
03977	CENTRAL TEXAS WATER ALLIANCE							
I-03102026	APPLICATION FEE	R	3/26/2026	1,000.00		186032		
I-03102026*	MEMBERSHIP ANNUAL DUES	R	3/26/2026	5,000.00		186032		6,000.00
03870	FRONTIER WASTE TEXAS HOLDCO, L							
I-00120811	COLLECTION CENTER	R	3/26/2026	1,355.60		186039		
I-8505450	RECYCLE CENTER	R	3/26/2026	669.00		186039		
I-8633035	COLLECTION CENTER	R	3/26/2026	717.40		186039		
I-8651851	COLLECTION CENTER	R	3/26/2026	1,700.60		186039		
I-8651852	RECYCLE CENTER	R	3/26/2026	339.60		186039		4,782.20
00904	HEART OF TEXAS DEFENSE ALLIANC							
I-2072-29	HEART OF TX ANNUAL SUPP.	R	3/26/2026	5,970.00		186048		5,970.00
02209	JONES-HEROY & ASSOCIATES INC							
I-27848	AFNA PRETREATMENT PROJCT	R	3/26/2026	2,315.00		186058		
I-27849	ALTERNATIVE WATER STUDY	R	3/26/2026	2,750.00		186058		
I-27850	DEWATERING PROJECT	R	3/26/2026	6,500.00		186058		11,565.00
47585	KEMPNER WATER SUPPLY CORP							
I-02282026	KEMPNER WATER SUPPLY CORP	R	3/26/2026	51,565.41		186061		51,565.41
47585	KEMPNER WATER SUPPLY CORP							
I-02282026*	KEMPNER WATER SUPPLY CORP	R	3/26/2026	19,146.97		186062		19,146.97
03942	LIGHTSPEED COMMERCE INC							
I-MOONWRF3-0002	GOLF COURSE CREDIT CARD	R	3/26/2026	4,841.10		186069		4,841.10
02501	SHI GOVERNMENT SOLUTIONS							
I-GB00576052	MIC OFFICE STD 2024	R	3/26/2026	4,820.55		186085		4,820.55
82300	TECHLINE, INC							
I-1393105-00	LINE MATERIAL	R	3/26/2026	8,874.52		186089		
I-1393105-01	LINE MATERIAL	R	3/26/2026	718.62		186089		9,593.14

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03406	WELLS FARGO FINANCIAL LEASING							
I-5037891462	2022 EQUIPMENT LEASE	R	3/26/2026	2,750.00		186098		
I-5037891463	2020 JOHN DEERE LEASE	R	3/26/2026	1,470.00		186098		4,220.00
96805	WILSON SPORTING GOODS, INC							
I-4555302758	NEW RENTAL CLUBS	R	3/26/2026	2,873.04		186100		
I-4555331335	PRODUCTS FOR RESALE	R	3/26/2026	493.50		186100		
I-4555417501	NEW RENTAL CLUBS	R	3/26/2026	394.84		186100		
I-4555434260	GOLF BALLS FOR RESALE	R	3/26/2026	291.00		186100		4,052.38

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	65	2,009,601.61	0.00	2,009,601.61
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	531,764.64	0.00	531,764.64
EFT:	2	1,280,317.96	0.00	1,280,317.96
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			73	3,821,684.21	0.00	3,821,684.21
BANK: FSB		TOTALS:	73	3,821,684.21	0.00	3,821,684.21
REPORT TOTALS:			73	3,821,684.21	0.00	3,821,684.21

SELECTION CRITERIA

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VENDOR SET: 99-CITY OF LAMPASAS 99  
VENDOR: ALL  
BANK CODES: All  
FUNDS: All

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CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 2/01/2026 THRU 3/30/2026  
CHECK AMOUNT RANGE: 4,000.01 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES

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PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES  
PRINT G/L: NO  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All

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City Manager

ITEM NO. 4.1

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

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**Subject:**

Discussion and possible action regarding the first reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request for a Specific Use Permit to allow for a smoke shop in an area zoned Retail “R”; Described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281, Lampasas Texas Lampasas County, Detailing restrictions related thereto; ordering a change to ordinance no. 878 and the accompanying City of Lampasas’ Zoning Map reflecting same; and providing an effective date.

Requested By: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: March 16, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: Ordinance

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**Summary Statement:**

First reading of the Ordinance.

**Recommendation:**

Motion to approve the first reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request for a Specific Use Permit to allow for a smoke shop in an area zoned Retail “R”; Described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281, Lampasas Texas Lampasas County, Detailing restrictions related thereto; ordering a change to ordinance no. 878 and the accompanying City of Lampasas’ Zoning Map reflecting same; and providing an effective date.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A REQUEST FOR A SPECIFIC USE PERMIT TO ALLOW FOR A SMOKE SHOP IN AN AREA ZONED RETAIL “R”; DESCRIBED AS 2.966 ACRES OF THE JAMES EASLEY SURVEY ABSTRACT 0185, MORE SPECIFICALLY KNOWN AS 2200 S US HIGHWAY 281, LAMPASAS TEXAS LAMPASAS COUNTY, DETAILING RESTRICTIONS RELATED THERETO; ORDERING A CHANGE TO ORDINANCE NO. 878 AND THE ACCOMPANYING CITY OF LAMPASAS' ZONING MAP REFLECTING SAME; AND PROVIDING AN EFFECTIVE DATE.**

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WHEREAS, Muhammad Farooq Memon, property owner representative, is asking the Commission to consider approval, denial, or approval with modification(s) a request for a Specific Use Permit in an area zoned Retail - R to allow for a smoke shop to be located at property described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281 Lampasas Texas Lampasas County; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the Specific Use Permit request was given to all property owners located within two hundred feet (200') of the property; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on April 2, 2026, by the Planning & Zoning Commission regarding the request for a Specific Use Permit by the Applicant; and

WHEREAS, pursuant to Section 10 of the Zoning Ordinance of the City of Lampasas, Texas, public notice has been given, and a public hearing was held on April 13, 2026, by the City Council regarding the request for a Specific Use Permit by the Applicant; and

WHEREAS, the City Council finds that it is in the public interest to approve the requested Specific Use Permit for a smoke shop in an area zoned Retail “R”.

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

Part 1: That the Specific Use Permit requested by Muhammad Farooq Memon, property owner representative, to allow for a smoke shop in an area zoned Retail “R” shall be approved. The property is described as 2.966 acres of the James Easley Survey abstract 0185, more specifically known as 2200 S US Highway 281 Lampasas Texas Lampasas County.

Part 2: The City's City Manager and staff are hereby authorized and shall take actions necessary to reflect this amendment to the zoning designation of this Property in City documentation, including amendment to the City's Official Zoning Map.

Part 3: If any section or part of this Ordinance is held to be invalid or unconstitutional by a

court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any other section or part of this Ordinance or Code of Ordinances, City of Lampasas, Texas.

Part 4: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of State of Texas.

**Passed and approved the First Reading on the 13<sup>th</sup> day of April, 2026.**

**Passed and Adopted on the Second Reading on the 27<sup>th</sup> day of April, 2026.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Herb Pearce, Mayor

\_\_\_\_\_  
Kayleigh Stanley, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney  
[Signature of Attorney Provided on Separate Page, to be Attached]

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

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**Subject:**

Discussion and possible action regarding approval, denial or approval with modification(s) the Preliminary Plat of Northington Creek Estates, a replat of 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.

Requested By: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: March 16, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

Tri-Cru Ventures, LLC is asking the Commission to consider approval of the Preliminary Plat of Northington Creek Estates. The property is described as 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.

The Civil Plans have been reviewed by Bureau Veritas and the below comments were noted:

1. No work shall occur in the TxDOT rights-of-way until a permit has been issued.
2. Provide the LOMA-F (Letter of Map Amendment – Flooding) to the city prior to building permits being issued for Lots 40 and 41, Blk 1, and Lots 123, 124, 125, and 152 Blk 2.
3. Prior to any work occurring within the designated floodplain, applicant shall obtain a floodplain development permit from the city’s designated floodplain administrator.

**Recommendation:**

Motion to approve the Preliminary Plat of Northington Creek Estates, a replat of 79.917 acres out of and a part of the John Burleson survey abstract 42, Lampasas Texas Lampasas County.

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

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**Subject:**

Discussion and possible action regarding approving an Economic Development Corporation expenditure to Chase and Jordan Kuker in the amount of \$30,000 for a brand film production.

Requested By: Erin Harrison, Interim City Manager

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: April 7, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

EDC Promotion and Advertising: 75-500-5373

Attachments:

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**Summary Statement:**

At the EDC meeting held on February 11<sup>th</sup>, Chase and Jordan Kuker presented a marketing package in the form of a 15–18 minute documentary film highlighting the identity, history, growth, and opportunity within Lampasas, a 3–4 minute promotional brand film derived from the documentary and supporting short-form campaign assets.

The EDC approved this expenditure at a meeting held on March 18<sup>th</sup>.

The EDC Promotion and Advertising line item currently has \$8,852 in unencumbered funds. EDC’s can allocate up to 10% of their annual revenues for marketing purposes, therefore, under state statute, LEDC could budget up to \$45,500 based on their current budgeted sales tax revenues.

LEDC is sufficiently under budget due to not having staff for FY27 and other realized cost savings. Funds can be reallocated from 75-500-5722 “Transfers to Fund 22” to adequately encompass the cost of the project.

**Recommendation:**

Motion to approve the City Manager and Economic Development Corporation to execute a contract with Chase and Jordan Kuker for a marketing package in the amount of \$30,000.

# CITY OF LAMPASAS

## Brand Film Production Proposal

Prepared by: Chase Kuker and Jordan Kuker

Date: February 14, 2026

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### 1. Project Overview

Production of a cinematic municipal brand documentary designed to serve Lampasas as long-term economic development and tourism infrastructure.

The project includes:

- A 15–18 minute documentary film highlighting the identity, history, growth, and opportunity within Lampasas
- A 3–4 minute promotional brand film derived from the documentary
- Supporting short-form campaign assets

The film will be structured as an evergreen, modular asset, focusing on Lampasas' enduring identity, culture, natural assets, and long-term economic vision rather than time-sensitive events. This approach ensures the project remains relevant for multiple years and allows for future updates or additional segments to be incorporated without requiring a full re-production.

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### 2. Scope of Work

#### Pre-Production

- Narrative development & structured outline
  - Interview planning
  - Location scouting
  - Production scheduling & logistics
- 

#### Production

Up to five (5) principal photography days included.

Crew & equipment include:

- Director of Photography
  - Camera, lens & lighting package
  - Sound mixer
  - Drone operator
  - DIT (media management)
  - Production supervision
  - Production rentals (walkies, stands, etc.)
  - On-set hair & makeup (talent preparation)
- 

## **Post-Production**

- Editing of 15–18 minute documentary
  - Editing of 3–4 minute promotional film
  - 60-second promotional cut
  - 30-second promotional cut
  - Social media formatted versions
  - Original music & score composition
  - Sound design & final mix
  - Color grading
  - Titles & graphics
  - Final master delivery files
- 

## **3. Deliverables**

- 15–18 minute documentary film
  - 3–4 minute flagship promotional film
  - 60-second cutdown
  - 30-second cutdown
  - Social platform versions (square/vertical)
  - Web & presentation master files
  - Full municipal usage rights
-

## 4. Investment Summary

### Base Production Investment: \$30,000

Breakdown:

- Pre-Production: \$5,000
  - Production (5 shoot days): \$15,000
  - Post-Production: \$10,000
- 

### Optional Add-On: Future Pick-Up Shoot Days

If additional filming is requested after principal photography:

#### **\$5,000 per additional shoot day**

Includes:

- Crew (DP, sound, drone as needed)
- Equipment package
- Production supervision
- Hair & makeup
- Media management

This allows flexibility for:

- Seasonal footage updates
- Event coverage
- Growth-related updates
- Additional storytelling chapters

No ongoing obligation is required. Only engaged if requested.

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## 5. Timeline

Upon approval:

Pre-production: 2–3 weeks

Production window: 1 week

Post-production: 6–8 weeks

Final delivery: Approximately 90 days from project start

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## 6. Strategic Value & ROI Position

This project functions as long-term economic infrastructure, not short-term advertising.

Return is realized through:

- Tourism influence
- Business recruitment leverage
- Conference & site-selection presentations
- Grant applications
- Long-term brand positioning

Even modest impact creates measurable return.

Example scenario:

+1,000 additional visitors annually

~\$150 average spend

= \$150,000 annual direct economic activity

This excludes multiplier effect, repeat visitation, lodging tax, and sales tax impact.

If the film influences even one meaningful relocation, expansion, or development decision, production cost is offset.

## 7. Payment Structure

**70% upon contract approval**

**30% upon completion of principal photography**

This structure allows full allocation of production resources in advance and secures scheduling, crew, equipment, and post-production commitments at the agreed project rate.

## **Supporting Documentation**

A detailed ROI and deployment strategy overview is available upon request.

  
City Manager

ITEM NO. 4.4

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

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**Subject:**

Discussion and possible action regarding a mural on Kindred Spa by Vision Lampasas.

Requested By: Libby Bluntzer, Vision Lampasas

Submitted By: Kayleigh Stanley, City Secretary

Date Submitted: March 30, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

This item has been placed on the agenda to provide City Council with the opportunity to formally consider a mural being placed on Kindred Spa, located at 1801 S US Highway 281.

**Recommendation:**

To consider a motion to approve, deny or approve with modifications to the proposed mural design and/or placement on the Kindred Spa building.

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City Manager

ITEM NO. 4.5

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

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**Subject:**

Discussion and possible action regarding approving an amendment to the solid waste agreement with Frontier Waste Solutions and the City of Lampasas.

Requested By: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: March 16, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: Contract Amendment

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**Summary Statement:**

The City of Lampasas executed a contract with Frontier Waste Solutions in May 2025. They have operated as the City's sole solid waste provider since then. Staff has had several meetings to discuss the terms of the contract to revise the franchise agreement, which only allows Frontier Solutions Roll-Offs in the City Limits. In addition, we have received a proposal to switch to curb side carts for trash and recycling. Doing so will decrease pick-up days to once a week.

**Recommendation:**

Motion to approve amending the solid waste agreement between Frontier Waste Solutions and the City of Lampasas and allowing the City Manager to execute all responsive documents.

FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT (this “**First Amendment**”) is entered into effective as of \_\_\_\_\_, 2026, (the “**Amendment Date**”) by and between the **City of Lampasas, Texas (“City”)**, and **Frontier Texas Ventures I, LLC**, a Texas limited liability company (“**Service Provider**”).

RECITALS:

- A. City and Service Provider entered into that certain Exclusive Franchise Agreement dated December 9, 2024 (the “**Agreement**”) regarding the provision of waste collection services to the City.
- B. City and Service Provider mutually desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the mutual obligations and agreements contained in the Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree, and the Agreement is amended, as follows:

AGREEMENT:

1. Defined Terms; Recitals. Any capitalized terms used herein shall have the same meaning ascribed to them in the Agreement unless specifically defined otherwise herein. The above Recitals are incorporated herein for all purposes.

2. Single-Family Residential Unit Collections. Section 6.A. is hereby amended to reduce Municipal Solid Waste collections to once per week with such collection to be by automated service. Additionally, Single-Family Residential Unit Collections shall include collection of Recycling Materials once every other week.” Such collections to be limited to one (1) 96 gallon cart for each of Municipal Solid Waste and Recycling Materials, unless a customer elects to purchase additional carts. Only the contents within each 96-gallon cart(s) shall be collected by Service Provider and such cart(s) must be placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Section 6.B. of the Agreement is hereby deemed deleted and of no further force or effect.

3. Rates. Exhibit A of the Agreement is deleted and replaced with Exhibit A attached hereto and incorporated herein.

4. Temporary Roll-Offs. Provision of temporary roll-offs (20 cu yards – 40 cu yards) is not included under the Service Agreement. Customers can obtain such service from another provider or contact Service Provider to negotiate for an agreement for such temporary service.

5. Bulky Items and Bundles. Section 9.A. of the Agreement is hereby deleted and replaced with the following:

“A. Pre-Arranged Collections. The Service Provider shall pick up and haul Bulky Items and Bundles from Single-Family Residential Units once per month, provided, that the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, (C) are placed 5 feet from the curb and (D) do not contain Construction and Demolition Waste or Excluded Waste. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. The accumulated total of Bulky Items and Bundles for any Single Family Residential Unit shall not

exceed two (2) cubic yards. The total weight of Bulky Items to be collected cannot exceed 250 lbs and a collection/loading must be manageable by two men. Bundles cannot exceed four (4) feet in length or fifty (50) lbs in weight. The Service Provider shall only be responsible for collecting, hauling, and disposing Bulky Items and Bundles from those Single-Family Units that have complied with this Section 9.A.”

B. Commercial Bulk Collections. The Service Provider shall pick up and haul Bulky Items and Bundles from Commercial Customer Units on call within 48 hours during the business week, provided, that the Bulky Items or Bundles (A) are placed where the truck can access safely, does not contain Construction and Demolition Waste or Excluded Waste. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. Commercial Bulk Collections will be billed by the city based on rates in Exhibit A.

6. Exclusive Services. In addition to any services set forth in the Agreement that are to be exclusively provided by Service Provider within the City, the City agrees that Service Provider shall be the exclusive provider of services over, upon, along and across the present and future streets, alleys, bridges and public properties within the corporate limits of the City for (1) organics hauling for commercial and roll off customers and (2) recycling hauling for commercial and roll off customers.

7. Ratification. In all other aspects the Agreement shall continue in full force and effect, unmodified except to the extent provided herein. The parties hereby ratify and affirm the Agreement as modified herein. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

8. Full Force and Effect. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement, remain in full force and effect and the parties are bound thereby.\

9. Headings; Captions. The captions and headings used herein are for convenience only and do not limit or amplify the provisions hereof.

10. Counterparts. This First Amendment may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. Electronic Signature. This First Amendment may be executed or delivered by electronic means or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com). Copies of executed signature pages so stored electronically shall be binding as originals. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart, or the signatures are not original signatures to the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Amendment Date.

**SERVICE PROVIDER:**

FRONTIER TEXAS VENTURES I, LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY:**

CITY OF LAMPASAS, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

**Residential**

Urban One (1) weekly automated household pickup of one 96 gallon waste cart and  
 Urban One (1) every other week automated household pickup of one 96 gallon  
 recycling cart collection **\$23.67 per month**  
 Additional 96 gallon cart (waste or recycling) **\$9.00 per month**

**Commercial**

Urban Hand Pick Up once per week of one 96 gallon waste cart **\$24.99 per month**  
 Additional 96 gallon cart **\$24.99 per month**

**Commercial Bulk Collection**

**\$40.00 per yard**

**Dumpsters**

COMMERCIAL RATE SCHEDULE							
CONTAINER	Proposed Rate Schedule						
SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Cubic Yd	\$88.09	\$202.56	\$303.80	\$405.14	\$506.39	\$0.00	\$37.96
4 Cubic Yd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6 Cubic Yd	\$202.56	\$405.14	\$607.67	\$810.22	\$1,012.81	\$0.00	\$74.71
8 Cubic Yd	\$270.08	\$538.73	\$810.22	\$1,080.29	\$1,350.40	\$0.00	\$92.64
10 Cubic Yd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Roll Off Pricing**

**Open Top Roll-off Rates:**

20 Cubic Yard Haul/Swap out	<u>\$575.00</u>	plus disposal
30 Cubic Yard Haul/Swap out	<u>\$575.00</u>	plus disposal
40 Cubic Yard Haul/Swap out	<u>\$575.00</u>	plus disposal
Delivery	<u>\$250.00</u>	per roll off
Daily Rental (perm)	<u>\$4.00</u>	per day
Daily Rental (temp)	<u>\$5.00</u>	per day
<b>*Disposal</b>	<b>\$90.00 per Ton</b>	

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

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

### Compact/Roll-off Rates

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

**\*Disposal**

**\$90.00 per Ton**

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

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

### City Discounted Roll-Off Rates (Special Clean up, Citizens Collection Station, Code Enforcement Actions)

Delivery	\$0.00 per container
20, 30 or 40 cu. Yd Haul Rate	\$475.00 plus disposal
*Disposal	\$65.00 per ton current gate rates apply (rate subject to change with proper notice)

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

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

  
City Manager

ITEM NO. 4.6

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

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**Subject:**

Discussion and possible action regarding the first reading of an Ordinance amending Appendix A of the City code (Fee Schedule), concerning fees for Chapter 62: Solid Waste, Citizen’s Collection Station, Chapter 66: Streets, Sidewalks and other Public Places, Chapter 82: Utilities, Article V. Rates, Charges and Billing Procedures, providing for a repeal of conflicting ordinances; providing for repeal a severability clause; and providing an effective date.

Requested By: Stephen Sewell, Public Works Director

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: March 30, 2026 For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: Ordinance

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**Summary Statement:**

This is the first reading of the Ordinance to adopt amendments to the fee schedule in reference to Public Works Fees. Adjustments made to fees for new services, Citizens Collection Station, reconnects, and fire hydrant meters with also adding an equipment rate list.

**Recommendation:**

To consider a motion to approve the first reading of an Ordinance amending Appendix A of the City code (Fee Schedule), concerning fees for Chapter 62: Solid Waste, Citizen’s Collection Station, Chapter 66: Streets, Sidewalks and other Public Places, Chapter 82: Utilities, Article V. Rates, Charges and Billing Procedures, providing for a repeal of conflicting ordinances; providing for repeal a severability clause; and providing an effective date.

**AN ORDINANCE AMENDING THE LAMPASAS CODE OF ORDINANCES, APPENDIX A (FEE SCHEDULE), INCLUDING SECTIONS CHAPTER 62: SOLID WASTE, CITIZEN'S COLLECTION STATION; CHAPTER 66: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, AND CHAPTER 82: UTILITIES, ARTICLE V. RATES, CHARGES AND BILLING PROCEDURES, ALL AS SHOWN ON EXHIBIT "A" OF THIS ORDINANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lampasas is a Home Rule municipality incorporated and authorized by the State of Texas and operating pursuant to its Home Rule Charter, its Code of Ordinances, and the applicable State Statutes; and

**WHEREAS**, the City Council of the City of Lampasas is legally empowered to regulate fees charged to customers of its municipal system, for the sound fiscal operation of the City and for the benefit of the City's taxpayers; and

**WHEREAS**, after evaluation and careful consideration of the City's Fees, related to the following: Chapter 62: Solid Waste, Citizen's Collection Station; Chapter 66: Streets, Sidewalks and other Public Places; and Chapter 82: Utilities, Article V. Rates, Charges and Billing Procedures, all of which fees are fully detailed on Exhibit "A" which is attached to and incorporated for all purposes to this Ordinance, the City Council of the City of Lampasas has identified a need to revise various fees to maintain a fiscally sound enterprise fund and for the wellbeing of the citizens of Lampasas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF LAMPASAS, TEXAS, AS FOLLOWS:**

**PART I.** That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct and, thus, are incorporated for all purposes herein.

**PART II.** The Appendix A Fee Schedule of the City of Lampasas' Code of Ordinances is hereby amended to add/revise each of the sections and related fees noted and approved herein, as detailed on the table set forth in Exhibit "A", attached hereto and incorporated herein in its entirety.

**PART III.** The Appendix A Fee Schedule, of the City of Lampasas' Code of Ordinances, as amended by this Ordinance, shall apply to all users within the City's municipal/corporate limits and its extraterritorial jurisdiction, including residents and their guests, and tourists and visitors accessing and using City Facilities, as applicable and appropriate.

**PART IV. CONFLICTING ORDINANCES.** All ordinances, orders, policies (whether formal or informal) and resolutions heretofore utilized by City staff and/or passed and adopted by the City Council of the City of Lampasas, Texas are hereby repealed to the extent said ordinances, orders, policies or resolutions, or parts thereof, are in conflict herewith.

**PART V. PROVIDING FOR SEVERABILITY.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application of same, is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**PART VI. EFFECTIVE DATE.** This Ordinance shall become effective on the later of: (1) the date of its passage on Second Reading by the City Council, or (2) the date following its passage by Council and the publication of its caption, in the *Lampasas Dispatch*, as required by State Law and/or the City's Home Rule Charter.

**READ and ACKNOWLEDGED on its First Reading on the \_\_\_\_ of \_\_\_\_\_, 2026.**

**PASSED and ADOPTED on this its Second Reading on the \_\_\_ day of \_\_\_\_\_ 2026.**

**CITY OF LAMPASAS, TEXAS**

\_\_\_\_\_  
Herb Pearce, Mayor

**ATTEST:**

\_\_\_\_\_  
Kayleigh Stanley, City Secretary

Approved as to Form:  
Jo-Christy Brown, City Attorney  
(Signature of Attorney Provided on Separate Page, to be Attached)

PART II - CODE OF ORDINANCES  
APPENDIX A FEE SCHEDULE

(a) Three cubic yds	1	80.97	186.18	279.25	372.40	465.47	40.87
(b) Six cubic yds	1	186.18	372.40	558.55	744.73	930.95	82.40
(c) Eight cubic yds	1	248.26	495.19	744.73	992.97	1,241.25	102.19

	(1a)	Commercial hand pickup	\$19.42	
	(2)	Drop station fees for operation, maintenance and removal (per cubic yard)	\$7.00	62-76
	(3)	Residential units (monthly collection fees) ("At your door")	\$21.89	62-78
	(4)	The monthly billings for all classes of customers shall be subject to periodic/monthly fuel cost adjustment fees (referred to herein as the "WMI Fuel Cost Adjustment Fees"), as set forth in the agreement between WMI and the city. The WMI Fuel Cost Adjustment Fees may be periodically added to the billings of the customers to reflect a one-to-one pass through by the city of amounts charged by WMI to the city's customers related to cost factors involving fuel adjustments. Such billing adjustments will be made by the city on an ongoing basis from month-to-month, and will be reflected on the bills sent to customers on the next billing cycle after such adjustments are presented to and acknowledged by the city council.		

Citizen's Collection Station

Materials	Resident	Non-Resident	Contractor
Construction debris per cubic yds.	<del>\$20.00</del> <u>\$32.00</u> (CY)	<del>\$25.00</del> <u>\$40.00</u> (CY)	<del>\$30.00</del> <u>\$48.00</u> (CY)
Brush/leaves/grass	<del>\$5.00</del> <u>\$8.00</u> per load	<del>\$10.00</del> <u>\$16.00</u> per load	<del>\$20.00</del> <u>\$32.00</u> per load
Appliances (Freon removed)	<del>\$1.00</del> <u>\$2.00</u> each	<del>\$2.00</del> <u>\$3.00</u> each	<del>\$2.00</del> <u>\$3.00</u> each
Batteries	<del>\$1.00</del> <u>\$2.00</u> each	<del>\$1.00</del> <u>\$2.00</u> each	<del>\$1.00</del> <u>\$2.00</u> each
Scrap metal per cubic yard	<del>\$1.00</del> <u>\$2.00</u> (CY)	<del>\$2.00</del> <u>\$3.00</u> (CY)	<del>\$2.00</del> <u>\$3.00</u> (CY)
Tires 14" & smaller	<del>\$2.00</del> <u>\$3.00</u> each	<del>\$4.00</del> <u>\$6.00</u> each	<del>\$4.00</del> <u>\$6.00</u> each
Tires 15" to 16"	<del>\$5.00</del> <u>\$8.00</u> each	<del>\$10.00</del> <u>\$16.00</u> each	<del>\$10.00</del> <u>\$16.00</u> each
Tires 16.5" to 19.5"	<del>\$10.00</del> <u>\$16.00</u> each	<del>\$20.00</del> <u>\$32.00</u> each	<del>\$20.00</del> <u>\$32.00</u> each
Tires 20" & larger	<del>\$20.00</del> <u>\$32.00</u> each	<del>\$40.00</del> <u>\$64.00</u> each	<del>\$40.00</del> <u>\$64.00</u> each
Tires with rims will be charged size fee plus rim removal fee.			

Recycling Center

Lampasas County Residents who reside outside Lampasas City Limits	\$36.00 annual fee
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(Ord. No. 835, § 1, 1-26-98; Ord. No. 838, § 1, 2-9-98; Ord. No. 888, § 1, 12-13-99; Ord. No. 889, § 1, 12-13-99; Ord. No. 901, § 1, 5-30-2000; Ord. No. 902, § 1, 5-30-2000; Ord. No. 939, § 1, 2-26-2001; Ord. No. 970, § 1, 11-26-2001; Ord. No. 1000, § 1, 10-28-2002; Ord. No. 1001, § 1, 10-28-2002; Ord. No. 1047, § 1, 1-26-2004; Ord. No. 1048, § 1,

PART II - CODE OF ORDINANCES  
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1-26-2004; Ord. No. 1090, § 1, 3-14-2005; Ord. No. 1124, § 3, 2-2-2006; Ord. No. 1147, § 3, 5-22-2006; Ord. No. 1190, § 1, 5-29-2007; Ord. No. 1220, § II, 4-28-2008; Ord. No. 1250, § II, 5-11-2009; Ord. No. 1282, § II, 4-12-2010; Ord. No. 1318, § II, 4-25-2011; Ord. No. 1369, § II, 8-27-2012; Ord. No. 1403, § II, 9-9-2013; Ord. No. 1425, § II, 8-25-2014; Ord. No. 1456, § II, 8-10-2015; Ord. No. 1497, § II, 8-8-2016; Ord. No. 1514, § II, 4-24-2017; Ord. No. 1600, § II, 9-23-2019; Ord. No. 1653, § II, 4-12-2021; Ord. No. 1678, § II, 6-13-2022; Ord. No. 1701, § II, 5-22-2023; Ord. No. 1702, § II, 6-12-2023; Ord. No. 1724, § II, 4-22-2024)

Description		Amount	Section this Code
<b>Chapter 66. Streets, Sidewalks and Other Public Places</b>			
<i>Article I. In General</i>			
(a)	Fees for copies of topographic maps of city:		66-2
	(1)	Single full-size plat sheets in blue-line or xerox form, per sheet	20.00
	(2)	Digital media, per copy	50.00
	(3)	Digital media of entire city, per copy	100.00
<i>Article II. Street Construction</i>			
(a)	Monthly service fees for street maintenance:		66-38
	(1)	Residential account	10.00
	(2)	Commercial account	10.00
	(3)	Industrial account	10.00
(b)	Rates and fees for street and curb and gutter cuts ( <u>equipment rates in accordance with most recent FEMA Schedule of Equipment Rates</u> )::		66-39
	(1)	Street cut	Actual cost plus <del>10</del> 15%
	(2)	Curb and gutter cut (see Ch. 18, Art. 1, (e))	Actual cost plus <del>10</del> 15%
	(3)	Grade verification fee, if required	Actual cost plus <del>10</del> 15%
	(4)	Curb Cut permit fee by resident (prior approval by street department required)	\$25.00
(c)	Rates and fees for temporary use of right-of-way for construction, excavation, or facility installation.		66-129
	(1)	Permit fee	150.00
	(2)	Penalty for failure to obtain permit or proper use of TCP, minimum	250.00
(Ord. No. 959, § I, 9-24-2001; Ord. No. 1193, 5-29-2007; Ord. No. 1426, § I, 9-8-2014; Ord. No. 1609, 1-27-2020; Ord. No. 1706, Pt. 1, 8-28-2023)			
<b>Chapter 70. Subdivisions</b>			
<i>Article II. Administration</i>			
(a)	Concept or master plan—A fee in the amount of \$200.00 shall be charged for the filing and review of any concept or master plan.		
(b)	Short form subdivision plat—A fee in the amount of \$200.00 plus \$15.00 per lot shall be paid for each short form subdivision plat for review by the city.		

PART II - CODE OF ORDINANCES  
APPENDIX A FEE SCHEDULE

(c)	Preliminary subdivision plat plan—A fee in the amount of \$500.00 plus \$10.00 per lot shall be paid for each preliminary subdivision plat filed by the city.			
(d)	Final subdivision plat plan—A fee in the amount of \$300.00 plus \$10.00 per lot shall be paid for each final subdivision plat filed for review by the city.			
(e)	Plat vacation—A fee in the amount of \$100.00 plus all estimated county recording fees shall be charged for each plat plan vacation request.			
(f)	Subdivision replat—Amending plat—A fee in the amount of \$300.00 plus \$5.00 per lot shall be paid for each replat or resubdivision of a plat, or part thereof, filed for review by the city.			
(g)	Subdivision variance request—In addition to all other applicable fees and charges, a fee in the amount of \$250.00 plus the costs of any publications and notification letters shall be paid in advance for each variance requested from the subdivision ordinance or any applicable design and/or construction standards.			
(h)	Development outside the floodplain area—\$25.00 per application plus engineering and attorney fees as required.			
(i)	Development inside the floodplain area—\$75.00 per application plus engineering and attorney fees as required.			
<i>Article III. Plats</i>				
(a)	Filing fee for minor plats		100.00	70-102
(b)	Filing fee for preliminary plat		250.00	70-135
(c)	Resubmittal of previously disapproved plat		100.00	70-135
(Ord. No. 959, § I, 9-24-2001)				
<b>Chapter 78. Traffic and Vehicles</b>				
<i>Article III. Stopping, Standing, and Parking; Article V. Tractor Trailer and Commercial Vehicle Parking</i>				
Fees to be charged are as follows:				
	(a)	Administrative Fee—Public Hearing	\$220.00	78-290
	(b)	Annual Fee for Residential Commercial Parking Permit	\$120.00	78-291
	(c)	Annual Fee for Tractor Parking with No Trailer	\$60.00	78-291
	(d)	One Day Visitor Hangtag Permit	\$30.00	78-291
	(e)	Replacement Cost For Lost Permit	\$10.00	78-291
(Ord. No. 1625, § I, 7-27-2020)				
<b>Chapter 82. Utilities</b>				
<i>Article II. Water</i>				
(a)	Water rates for standpipes and fire hydrants:			
	(1)	After hours emergency fee (after hours is between 3:30 p.m. and 7:30 a.m.)	50.00	82-62(d)
<i>Article III. Sanitary Sewer System</i>				
(a)	Fees for private disposal system:			82-154
	(1)	Each new permit	95.00	
	(2)	Each follow-up call, if needed	55.00	
	(3)	Investigation of complaint	60.00	
	(4)	Each follow-up call, if needed	55.00	

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APPENDIX A FEE SCHEDULE

	(5)	Each site evaluation	55.00	
	(6)	Each percolation test (2 holes), if needed	200.00	
<i>Article V. Rates, Charges and Billing Procedures</i>				
(a)	Customer utility deposits:			
	(1)	Residential		
		a.	Water and wastewater (minimum fee * subject to increase based upon credit history)	75.00
		b.	Electric (minimum fee * subject to increase based upon credit history)	125.00
	(2)	Residential apartment:		
		a.	Water and wastewater (minimum fee * subject to increase based upon credit history)	75.00
		b.	Electric (minimum fee * subject to increase based upon credit history)	125.00
	(3)	Commercial/small general service		
		a.	Water and wastewater (minimum fee * subject to increase based upon credit history)	75.00
		b.	Electric (minimum fee * subject to increase based upon credit history)	125.00
	(4)	Commercial/large general service		
		a.	Water and Wastewater	200.00
		b.	Electric	300.00
	(5)	Hydrant meters		1,000.00 (refundable)
	(6)	Backflow Prevention testing administrative cost		75.00
	(7)	Cost of repairs		Cost of the estimate at the time of testing
(b)	Fees:			82-328
	(1)	Connect fee, <del>transfer fee, reconnect fee</del> <del>reconnect fee does not apply if reconnect within 48 hours after disconnect for nonpayment. After the 48 hours the reconnect fee is applied; applied once per structure</del>		<del>25.00</del> 60.00
	(2)	Temporary service connection (consumption charges are additional) (only available for realtors, real estate agents or landlords)		25.00
	(3)	Disconnect fee at customer request		0.00
	(4)	Disconnect fee for nonpayment of utility bill		30.00
	(5)	Meter reread fee if original reading was correct		20.00
	(6)	Utility contract payment plan fee		\$25.00
	(7)	Hydrant meter setup fee		\$100.00
	(8)	After hours service charge for any service provided during the hours from 4:30 p.m. to 7:00 a.m.		50.00
	(9)	Door tag fee		20.00
	(10)	Insufficient check charge		35.00

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APPENDIX A FEE SCHEDULE


	(11)	Confidentiality requests	5.00	
	(12)	Other services (related to utility customer requests)	20.00	
	(13)	Contract administration fee assessed on second request for change to contract	25.00	
	(14)	<u>Reconnect fee; applied to services disconnected for non-payment; not applied if reconnected within 24 hours</u>	<u>30.00</u>	
(c)		Utility construction estimates, per hour (as described in Ord. No. 770)	50.00	82-329
(d)		Reinspection fee, per trip (whether customer ready or not)	50.00	
(e)		Electrical connects <u>(equipment rates in accordance with most recent FEMA Schedule of Equipment Rates):</u>		82-351
	(1)	New single-phase connection	<del>150.00</del> Cost +15%	
	(2)	New three-phase connection	<del>300.00</del> Cost +15%	
	(3)	Single-phase to three-phase upgrade	<del>300.00</del> Cost +15%	
(f)		Electric service rates:		
	(1)	Residential (R):		
		a. Meter charge, inside city limits (per month)	8.00	
		b. Meter charge, outside city limits (per month)	15.00	
		c. Distribution energy rate (per KWh)	0.0473	
		d. Generation rate (per KWh)	0.07278	
	(2)	Small general service (SGS):		
		a. Meter charge, inside city limits (per month)	14.50	
		b. Meter charge, outside city limits (per month)	21.50	
		c. Distribution energy rate (per KWh)	0.0488	
		d. Generation rate (per KWh)	0.07278	
	(3)	Large general service (LGS):		
		a. Meter charge, inside city limits (per month)	19.00	
		b. Meter charge, outside city limits (per month)	26.00	
		c. Distribution energy rate (per KWh)	0.02738	
		d. Generation rate (per KWh)	0.07278	
	(4)	Industrial (L):		
		a. Meter charge (per month)	31.00	
		b. Demand charge (per KW)	6.36	
		c. Distribution energy rate (per KWh)	0.02588	
		d. Generation rate (per KWh)	0.07078	
	(5)	Industrial contract (IC):		
		All customers qualifying for the industrial contract rate class must enter into a contract with the city.		
	(6)	Municipal (M):		
		a. Meter charge (per month)	12.00	
		b. Distribution energy rate (per KWh)	0.02808	
		c. Generation rate (per KWh)	0.07078	
	(7)	Security lighting (SL):		

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	a.	Initial charge for installation (per light)	185.00	
	b.	Charge (per month/per light)	7.50	
(g)	Water service meter and water service tap fees <u>(equipment rates in accordance with most recent FEMA Schedule of Equipment Rates)</u> :			82-381
	(1)	Water connection (meter) fees - water service connections and meters shall be installed by city personnel or city authorized contractors only.		
	a.	$\frac{3}{4}$ inch <del>(includes meter cost)</del>	\$360.00	
	b.	1-inch <del>(includes meter cost)</del>	\$475.00	
	c.	2-inch <del>(includes meter cost)</del>	\$1035.00	
	d.	All other meter sizes shall be provided at cost plus 15 percent.		
	(2)	Water tap fees (installed by city)		
	a.	1-inch water tap	<del>950.00</del> <u>Cost +15%</u>	
	b.	2-inch water tap	<del>1,200.00</del> <u>Cost +15%</u>	
	c.	Larger than 2 inches <del>— provided at cost plus 15 percent with minimum of \$1,500.00</del>	<u>Cost +15% with minimum of \$1,500.00</u>	
	d.	Taps that exceed five feet in depth <del>— provided at cost plus 15 percent with minimum of \$1,500.00</del>	<u>Cost +15% with minimum of \$1,500.00</u>	
	(3)	Water tap fees (installed by owner/developer in conjunction with the installation of a new water line)		
		Inspection fee only - \$50.00 per tap (due prior to city acceptance of the improvements)		
	(4)	Residential $\frac{5}{8}$ -inch Meter Fee \$250.00 (Plus any materials cost if necessary)		
		*Taps provided by contractor, otherwise fees are listed above		
	(5)	Commercial Meter Fee (Actual Cost of meter and installation materials)		
(h)	Water rates:			
	(1)	Residential and apartment rates in city (separately metered):		
	a.	Minimum base rate per month per metered water connection	34.50	
	b.	Per each 1,000 gallons of water consumed per month	5.65	
	(2)	Apartment rates in city (mastered metered):		
	a.	Minimum base rate per month per apartment unit	29.50	

PART II - CODE OF ORDINANCES  
APPENDIX A FEE SCHEDULE

		b.	Per each 1,000 gallons of water consumed per month	5.65	
	(3)	Commercial and industrial rates in city:			
		a.	Minimum base rate per month per metered water connection	41.50	
		b.	Per each 1,000 gallons of water consumed per month	6.80	
	(4)	Residential and apartment rates outside city (separately metered):			
		a.	Minimum base rate per month per metered water connection	49.50	
		b.	Per each 1,000 gallons of water consumed per month	5.70	
	(5)	Apartment rates outside city (master metered):			
		a.	Minimum base rate per month per apartment meter	44.50	
		b.	Per each 1,000 gallons of water consumed per month	5.70	
	(6)	Commercial and industrial rates outside city:			
		a.	Minimum base rate per month per metered water connection	59.50	
		b.	Per each 1,000 gallons of water consumed per month	5.80	
	(7)	Hydrant meter:			
		a.	Minimum Base Rate per month	62.40	
		b.	Per 1,000 gallons	5.55	
		c.	<u>Extended Service Charge per month; assessed after 6 months of consecutive use; dependant on location</u>	<u>40.00</u>	
(i)	Wastewater connection and tap fees <u>(equipment rates in accordance with most recent FEMA Schedule of Equipment Rates):</u>				82-411
	(1)	Wastewater connection/installation fees — wastewater service connections shall be completed by city personnel or city authorized contractors only.			
		(a)	4-inch	<del>850.00</del> Cost +15%	
		(b)	6-inch	<del>1,100.00</del> Cost +15%	
		(c)	Larger than 6 inches — <del>provided at cost plus 15 percent</del>	Cost +15%	
	(2)	Wastewater tap fees (installed by owner/developer in conjunction with the installation of a new wastewater line)			
	Inspection fee only—\$50.00 per tap (due prior to city acceptance of the improvements)				
(j)	Residential septic waste disposal fees:				82-413
	1) Charge .11 per gallon of septic waste in tank				

  
City Manager

ITEM NO. 4.7

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

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**Subject:**

Discussion and possible action to utilize Joint Use Funds at the HWY 195 Pump Station in the amount of \$260,133.00 from the City of Lampasas and Kempner Water Supply Corporation Joint Use Account to replace six (6) Variable Frequency Drives, install spray foam insulation, and install two (2) air conditioning units.

Requested By: Stephen Sewell, Director of Public Works

Submitted by: Stephen Sewell, Director of Public Works

Date Submitted: March 24, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

Funding available in Joint Use Account.

Attachments:

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**Summary Statement:**

KWSC has requested Joint Use funding to replace (6) Variable Frequency Drives, install spray foam insulation, and install (2) air conditioning units at the HWY 195 Pump Station. As this project was not allocated in the current budget, Joint Use funds are the only feasible funding option.

Total Project Cost	\$260,133.00
Joint Use Balance	\$324,565.00
Remaining Balance	\$67,432.00

**Recommendation:**

To consider a motion to approve utilizing Joint Use Funds at the HWY 195 Pump Station in the amount of \$260,133.00 from the City of Lampasas and Kempner Water Supply Corporation Joint Use Account to replace six (6) Variable Frequency Drives, install spray foam insulation, and install two (2) air conditioning units.

Proposed use of joint funds for the shared 195 pump station site:

- 1.) 6 - VFD's \$238,500.00
- 2.) Spray Foam \$14,833.00
- 3.) 2 Mini Splits \$6,800.00

Total cost: \$260,133.00

Explanation:

The 6 Variable Speed Drives control the speed of the pump and the flow from the pump. They are needed to keep the pumps from having hard starts and regulate voltage.

Spray Foam Insulation for the metal building that houses 250 hp. Pumps and VFD's. This is to insulate the building to retain temperature control. There will be some labor from Kempner WSC to install frames for overhead access to the pumps when they need pulling for repairs.

The Mini Splits are for cooling the building. Two, for redundancy and to cool the building on extremely hot days.

Quotes are attached.

\$ 326,018.41 are in the account currently.



Texas Electrical Contractor's License # 17189

February 24, 2026

Project: 195 Pump Station VFD's Replacement

Customer: **Kempner WSC**

T. Morales Company is pleased to offer the following as our proposed scope of work for the electrical installation for this project and as identified above.

**Clarifications**

- Remove the existing obsolete VFD's one at a time and replace with new Allen Bradley Power Flex 753 Chassis rated 350hp, 480v, 415amps. Drive includes PF-750-24v IO Module, PF-750 Dual port ethernet/ IP communications module, remote keypad kit.
- New VFD's will be installed in the existing enclosures. All existing control and power wiring will be re-used and modified as needed.
- Old VFD's will be left onsite to be turned over to Kempner WSC.
- VFD's will be programmed and tested by VFD tech.
- Lead time is 3-5 weeks
- Work to be completed during normal business hours.

**Total Price For All 5 VFD's.....\$238,500.00**

**Items Excluded:**

- Anything outside the clarification
- Permit Fees

I can be reached at the office (254-793-4344) mobile (512-844-5374) or email ([jwoolverton@moralescompany.com](mailto:jwoolverton@moralescompany.com)) if you may have any further questions regarding this proposal.

Sincerely;  
T. Morales Company  
Jason Woolverton  
Estimating

*Jason Woolverton*

# ESTIMATE

**Hot Shot Insulations**  
696 County Road 3342  
Kempner, TX 76539-5449

hotshotinsulations@gmail.com  
+1 (737) 350-4967



**Bill to**  
Kempner Water Supply  
2607 Chaparral Rd.

**Ship to**  
Kempner Water Supply  
2607 Chaparral Rd.

## Estimate details

Estimate no.: 1086  
Estimate date: 02/25/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Closed Cell SPF</b>	3" CC full wrap/metal structure	1	\$14,833.00	\$14,833.00

**Total** **\$14,833.00**

## Ways to pay



Deposit due **\$7,416.50**

**Accepted date**

**Accepted by**

ESTIMATE	#1147
ESTIMATE DATE	Feb 25, 2026
EXPIRATION DATE	Mar 27, 2026

Kempner Water Supply Corporation  
 P.O. Box 103  
 Kempner, TX 76539

☎ (512) 584-7488  
 ✉ bokwsc@gmail.com

SERVICE ADDRESS  
 11986 U.S. Hwy 190  
 Kempner, TX 76539

CONTACT US  
 ☎ (512) 556-8695  
 ✉ texairhvac@att.net

**ESTIMATE**

**Option #1**

Services	amount
HVAC	\$6,800.00
2 - 2 Ton Mini Splits	
5 yr part warranty	

Services subtotal: \$6,800.00

**Total \$6,800.00**

**Option #2**

Services	amount
HVAC	\$4,000.00
3 Ton Mini Split	
5 Yr parts warranty	

Services subtotal: \$4,000.00

**Total \$4,000.00**

Texas Department of Licensing And Regulation  
 Air Conditioning and Refrigeration Contractors  
 Po Box 12157 Austin, TX 78711  
 (800) 803-9202 [in state only]  
 (512) 463-6599

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City Manager

ITEM NO. 4.8

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

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**Subject:**

Discussion and possible action to approve the first reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 1. Generally.

Requested By: Stephen Sewell, Director of Public Works

Submitted by: Stephen Sewell, Director of Public Works

Date Submitted: March 30, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: Ordinance

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**Summary Statement:**

Addition to Sec. 82-129 allowing for disconnect to water and sewer service if a violation to the article threatens public health and safety.

**Recommendation:**

To consider a motion to approve the first reading of an Ordinance to modify the City of Lampasas Code of Ordinances, Chapter 82- Utilities, Article III. Sanitary Sewer System, Division 1 Generally.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE LAMPASAS CODE OF ORDINANCES, CHAPTER 82: UTILITIES, ARTICLE III ENTITLED SANITARY SEWER SYSTEM, AMENDING SECTIONS 82-121 AND 122- CORRECTING SCRIVENER'S ERRORS – SECTION 82-123- AMENDING TO CLARIFY PROVISIONS RELATED TO DEPOSIT OF OBJECTIONABLE WASTE; SECTION 82-124- AMENDING TO CLARIFY PROHIBITION OF DISCHARGES INTO CITY'S SANITARY SEWER SYSTEM; AND SECTION 82-129 – AMENDING AND EXPANDING PENALTIES FOR VIOLATIONS OF ARTICLE III OF CHAPTER 82 OF THE CITY'S CODE OF ORDINANCES; WITH ALL AMENDMENTS REFLECTED IN THIS ORDINANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Lampasas is a Home Rule municipality incorporated and authorized by the State of Texas and operating pursuant to its Home Rule Charter, its Code of Ordinances, and the applicable State Statutes; and

**WHEREAS**, the City Council of the City of Lampasas is legally empowered to regulate control and regulate the use of its public utilities, including the city's sanitary sewer system, for the health, safety and welfare of the public, the citizens and the overall beneficial operation of the City; and

**WHEREAS**, after evaluation and careful consideration of the provisions reflected in Chapter 82, Article III, Sections 121, 122, 123, 124, and 129, all pertaining to the operation of the City's Sanitary Sewer System, the City Council of the City of Lampasas has identified a need to update, correct scrivener's errors and amend various provisions therein in order to protect the public's health, safety and welfare, and to maintain sound operations of the City's sanitary sewer system to protect the environment and the wellbeing of the citizens of Lampasas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF LAMPASAS, TEXAS, AS FOLLOWS:**

**PART I.** That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct and, thus, are incorporated for all purposes herein.

**PART II.** Sec. 82 -121 is amended as follows:

Definitions.

[All definitions not amended herein below remain as stated in current code of Ordinances]

...

*BOD (biochemical oxygen demand)* means the quantity of oxygen utilized in the biochemical oxidation or organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in parts per million ~~weight~~ weights.

...

*Industrial waste(s) mean* means the liquid wastes from industrial processes as distinct from sanitary sewage

...

*Public sewer* means a sewer in which all owners of abutting properties have equal rights, and which sewer is controlled by the public authority

...

*Suspended solid(s)* ~~mean~~ means solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

**PART III.** Sec. 82-122 is amended as follows:

Penalty for violation of article.

(a) Any person who shall allow or continue the discharge of sewage into the city sewer mains without a permit shall be guilty of a misdemeanor and, upon conviction, shall be fined as provided in section 1-15.

(b) Any person violating any of the provisions of this article shall become liable to the city for any and all expenses, loss or damage occasioned by the city by reason of such violation.

**PART IV.** Sec. 82-123 is amended as follows:

Deposit of excrement, garbage or other objectionable waste.

It shall be unlawful for any person or entity to place, deposit, allow or permit (whether knowingly or unknowingly) any human or animal excrement, garbage, or other objectionable waste to be deposited upon any public or private property within the city, or in any area under the jurisdiction of the city ~~any human or animal excrement, garbage, or other objectionable waste.~~

**PART V.** Sec. 82-124 is amended as follows:

Discharge of sewage or other polluted waters prohibited; exception.

Regarding all of Chapter 82, Article III, related to Sanitary Sewer Systems—It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article , and approved by the city in writing.

**PART VI.** Sec. 82-129 is amended as follows:

Violation of article; notice; correction time limit; cancellation of sewer permit and disconnect from city's sewer system.

(a) (No change)

(b) Regarding all of Chapter 82, Article III, related to Sanitary Sewer Systems, the City reserves full authority to discontinue water and sewer service for issues involving sewer that threaten public health and safety. The City shall notify the residents in violation and subject to disconnect of sewer services, no less than 6 hours prior to disconnect, via phone and email, of the water and sewer service disconnect that is

scheduled to occur. The City will reestablish water and/or sewer service once all required repairs have been fully and successfully completed by the person(s) responsible. All mandated repairs shall demonstrably and fully remedy the identified non-compliance issues as set forth in this article before water and sewer service will be reestablished by the city, following a cutoff resulting from a Notice of non-compliance.

**PART VII. CONFLICTING ORDINANCES.** All ordinances, orders, policies (whether formal or informal) and resolutions heretofore utilized by City staff and/or passed and adopted by the City Council of the City of Lampasas, Texas are hereby repealed to the extent said ordinances, orders, policies or resolutions, or parts thereof, are in conflict herewith.

**PART VIII. PROVIDING FOR SEVERABILITY.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application of same, is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**PART IX. EFFECTIVE DATE.** This Ordinance shall become effective on the later of: (1) the date of its passage on Second Reading by the City Council, or (2) the date following its passage by Council and the publication of its caption, in the *Lampasas Dispatch*, as required by State Law and/or the City's Home Rule Charter.

**PART X. CODIFICATON.** The Council hereby directs and authorizes the City's staff to take all actions necessary to have the changes to the City's Code of Ordinances approved herein formally recorded and codified.

**READ and ACKNOWLEDGED on its First Reading on the \_\_\_\_ of \_\_\_\_\_, 2026.**

**PASSED and ADOPTED on this its Second Reading on the \_\_\_ day of \_\_\_\_\_ 2026.**

**CITY OF LAMPASAS, TEXAS**

\_\_\_\_\_  
Herb Pearce, Mayor

**ATTEST:**

\_\_\_\_\_  
Kayleigh Stanley, City Secretary

Approved as to Form:  
Jo-Christy Brown, City Attorney

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

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City Manager

ITEM NO. 4.9

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

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**Subject:**

Discussion and possible action regarding entering into a professional services agreement with Ardurra Group Incorporated for Engineering Services.

Requested By: Stephen Sewell, Public Works Director

Submitted by: Stephen Sewell, Public Works Director

Date Submitted: April 6, 2026      For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

Ardurra Group Incorporated will provide engineering services in relation to drainage, flood planning, water, and wastewater.

**Recommendation:**

To consider a motion to approve entering into a professional services agreement with Ardurra Group Incorporated for Engineering Services.

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“**Agreement**”) is effective as of \_\_\_\_\_ (“**Effective Date**”) between Ardurra Group, Inc. (“**Consultant**”) and the City of Lampasas (“**Client**”) to provide professional services (“**Services**”) to Owner pursuant to negotiated task orders (each, a “**Task Order**”) for various of Client’s projects (each a “**Project**”).

### 1.01 *Basic Agreement and Period of Service*

- A. A general description of the potential Services contemplated under this Agreement are as described in Appendix A. The Services for each Project will be as described in a duly executed Task Order. Each Task Order describe the Project and describe the specific tasks, disciplines, and deliverables to be provided by the Consultant. The general format of a Task Order is attached hereto as Appendix B. The parties shall agree on the scope, time for performance, and basis of compensation in each Task Order. Consultant will commence performance as set forth in each Task Order. Consultant shall not be obligated to perform any Services for a Project until receipt of a fully executed Task Order. Consultant shall complete its Services within the time period specified in the Task Order, or, if no specific time period is indicated, then within a reasonable period of time.
- B. If agreed by the parties in writing, Consultant shall furnish Services in addition to those set forth in a Task Order (“**Additional Services**”). If the time for performance in a Task Order is changed because of the inclusion of Additional Services, or the orderly and continuous progress of Services is impaired, delayed or suspended and such impairment, delay, or suspension is not caused by the Consultant, then the time for completion of Services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably as mutually agreed by the parties, and documented in writing.

2.01 *Term of this Agreement.* This Agreement will commence upon the Effective Date and continue for one year therefrom, and will automatically renew for up to four (4) successive one-year periods unless a party provides the other a notice of non-renewal at least thirty (30) days prior to the expiration of the then current term. Additional renewals may be agreed upon between the parties, in writing, but such renewals and extensions shall not be automatic or subject to notice of non-renewal beyond the fifth year this Agreement is in effect. If an active Task Order issued prior to the expiration date of the Agreement remains in effect after the expiration date, this Agreement will remain in effect for the period necessary to complete the Services specified under such Task Order.

### 3.01 *Payment Procedures*

- A. *Basis of Payment:* The basis of payment for each Task Order will be as set forth therein. The basis for payment for Additional Services will be as set forth in the change order or other documentation agreed by the parties. Payment will be on a time-and-materials basis, lump-sum, or other basis that is mutually agreed upon by the parties, and which is clearly detailed in writing in a Task Order. Consultant’s standard hourly rates are included in Appendix A and are subject to escalation in amounts commensurate with Consultant’s yearly (or other frequency) labor rate increases, but in no event shall Contractor’s proposed escalations occur more frequently than annually .
- B. *Invoices:* Consultant may submit invoices to the City on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment for undisputed amounts to Consultant within 30 days after receipt of Consultant’s invoice, then Consultant may, after giving seven days’ written notice to Client, suspend Services under this Agreement until Consultant has been paid in full. If Client disputes amounts in a Consultant invoice then Client shall provide Consultant with prompt notice and reasonable details regarding the disputed amounts, and the parties shall then promptly meet and confer regarding such disputed amounts. Upon resolution of the disputed amount, Consultant may re-invoice such amount to be included in its next monthly invoice to City. Plans, interim or final documents, reports and attendance at meetings will not be provided unless payment for services completed prior to the invoice(s) in question are current. If Consultant is performing services for the Client under multiple agreements, invoice payments not under formal dispute, must be kept current on all agreements for Services to continue. Conversely, all Consultant Services must be current on all agreements for the Client to be obligated to pay invoices submitted by Consultant.

### 4.01 *Client’s Responsibilities*

- A. Client shall provide available information to Consultant regarding the requirements for the Project. Consultant shall be entitled to rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other

information furnished by Client pursuant to this Agreement. When requested by Consultant, Client will arrange access to and make provisions for Consultant to enter upon public and private property, as required for Consultant to perform Services under this Agreement.

- B. Client shall designate a representative who is authorized to act on its behalf with respect to the Project. Client, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Consultant acknowledges and agrees, however, that the Client is a municipal corporation and only its governing body, i.e., the city council, has legal authority to finally approve certain matters on behalf of the Client. Further, the Consultant also acknowledges and agrees that, in compliance with the City's Charter and Texas Statutes, such as the OMA, the Council meets only twice a month, and must post action items for such meetings well in advance of their meetings, as per the OMA of Texas, Consultant will take these procedural restrictions into account anytime it is seeking to have a decision by the Client made in a 'timely manner' to avoid unreasonable delay on any Client Project.
- C. Client is alone responsible for payment to Consultant under this Agreement and such duty to pay Consultant shall not be subject to any third party agreement.
- D. If Client designates a construction manager, agent, or an individual or entity to 'represent Client at the Project site' and/or coordinate the Project on behalf of the Client, then Client will define and set forth the duties, responsibilities, and limitations of authority of such Client designee and the relation thereof to the duties, responsibilities, and authority of Consultant, in writing to the Consultant. However, the Client shall be responsible for Client designee.

#### 5.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause, by either party, upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. By means of examples: Failure to pay Consultant is a substantial failure to perform and a basis for termination. Similarly, Consultant's failure to successfully and timely complete approved Task Orders for the Client is a substantial failure to perform and a basis for termination
  - 2. **By Consultant:**
    - a. upon seven (7) days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
    - b. upon seven (7) days written notice if the Consultant's Services are delayed for more than sixty (60) days due to force majeure events identified in Section 10.01 (A) of this Agreement.If termination is due to items (1) or (2) supra, then Consultant shall have no liability to Client on account of a termination for cause by Consultant.
  - 3. **By Client:** upon seven (7) days written notice if Consultant fails to perform in accord with the terms of this Agreement.  
  
If termination is due to item (3) supra, then Client shall have no liability to Consultant on account of a termination for cause by Client.
  - 4. By either party, for convenience with no cause required, upon thirty calendar days written notice to the other party.
- B. Notwithstanding the above, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1 or 5.01.A.2 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. Notwithstanding the foregoing, Client's failure to compensate Consultant shall not be subject to this Paragraph 5.01.B.

- C. In the event of any termination, Client will compensate Consultant for all Services and Additional Services performed, which are not subject to a formal challenge related to quality of performance , materials or timeliness, plus reimbursement of reasonable expenses incurred through and including the effective date of termination in connection with the successful provision of the Services and Additional Services. Conversely, Consultant shall reimburse Client for any 'advance' payments made, prior to the termination, for Services by Consultant that are not performed due to the timing of the termination.
- D. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

6.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Consultant and their respective successors, executors, administrators, and legal representatives (and to the extent permitted by Paragraph 6.01.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations herein.
- B. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party or to a parent, subsidiary or affiliate as part of any internal reorganization, upon the satisfactory demonstration to the non-assigning party that the receiving entity or party is qualified to perform all services and meet all responsibilities in the Agreement of the assigning party.
- C. Nothing herein shall be construed to create, impose, or give rise to any duty owed by either party to any third party including any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the parties and not for the benefit of any other.

7.01 *Standards; Services; Insurance; Indemnity; Damages*

A. Standard of Care; Consultant's Performance:

1. The standard of care for all Services performed or furnished by Consultant will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Consultant shall not at any time supervise, direct, control, or have authority over any party's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any party, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a party to comply with laws and regulations applicable to such party's furnishing and performing of its work. Consultant neither guarantees the performance of any party nor assumes responsibility for any party's work, other than its own.
2. Any opinion offered by Consultant of probable construction cost is made based on Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Consultant shall not be responsible for any decision made regarding construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.

3. Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services. A "Constituent of Concern" means asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq. ("TSCA"); (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- B. Insurance: Consultant shall secure and maintain, at its own expense, Workers' Compensation insurance coverage for its employees performing the Work in accordance with statutory limits applicable to the State wherein the Work is completed. Consultant shall also procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the limits and coverages specified below :
1. General Liability coverage of \$2,000,000 per occurrence, and \$3,000,000 in aggregate. General Liability coverage shall include broad-form contractual liability, personal injury, death, damage to property, and destruction of property.
  2. Automobile Liability coverage of \$2,000,000.
  3. Professional Liability coverage of \$2,000,000 per claim and \$2,000,000 in aggregate.

Certificates of insurance will be furnished to Client at the time this Agreement is executed by the Consultant. Consultant may not reduce the coverages noted herein above during the term or renewal term of the Agreement and all policies shall identify the city of Lampasas as an 'additional insured' or include language with a similar effect on the policies. .

- C. Indemnification: To the fullest extent permitted by law, Consultant and Client each agree to indemnify and hold harmless each other from all claims, lawsuits, or legal actions that arise out of, pertain to, or relate to damages, losses, personal injuries, death and property liability to the extent caused by the negligence or willful misconduct of the indemnifying party, its contracted parties, representatives, agents and employees. In no event shall either party indemnify the other party for the other party's own errors, omissions, negligence, willful misconduct, or fault.
- D. Limit of Liability: To the fullest extent permitted by law, Client and Consultant agree that Consultant's total liability to Client under this Agreement shall be limited to the limits of applicable insurance coverages described in Paragraph 6.01.B above.
- E. Consequential Damages. Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

#### 8.01 Documents

- A. Ownership: All documents, data, and professional work product (collectively "Documents") prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such Documents. Consultant grants Client a limited license to use the Documents on and for the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment for Services and Additional Services, and subject to: 1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; 2) any such use or reuse, or any modification of the Documents, without written verification,

completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; 3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and 4) such limited license to Client shall not create any rights in third parties.

**B. Electronic Transmittal:** Consultant may, upon Client's request and upon Consultant's receipt of disclaimers or other agreements required by Consultant, provide or grant access to Documents to Client's agents, representatives, or third parties ("Recipients"). No warranty, either expressed or implied, is made by Consultant to Recipients regarding the accuracy or reliability of these documents. Consultant reserves the right to revise, update and improve its electronically stored documents without notice and assumes no responsibility for any damages which may arise as a result of the intended and continued use of this information by Consultant. Use of the Documents by Recipients is subject to the following limitations: 1) Recipients agree to verify the data and to ascertain its accuracy for the intended use; 2) Consultant assumes no responsibility for damages caused by the installation or use of Documents; and 3) Consultant makes no representations as to compatibility, usability, or readability of the Documents resulting from the Recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Documents.

#### 9.01 *Resolution of Disputes; Governing Law*

- A. If the parties fail to resolve a dispute through negotiated reconciliation by senior executives of the parties, Consultant and Client agree that they shall first submit all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mutually-agreeable mediator. Client and Consultant agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. This Agreement is to be governed by the law of the state and county in which the Project is located, in the event of any litigation between the parties.

#### 10.01 *Other Agreements*

- A. Neither party shall be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of third-parties, vandalism, or other similar causes that are beyond its control. Client's failure to compensate Consultant as required in this Agreement shall not be subject to this Paragraph 10.01.A.
- B. If any provision of this Agreement is held to be void, illegal or unenforceable, then (a) it is severed and the rest of this Agreement remains in force, and (b) the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties' original intent.
- C. All section and article headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom. Wherever required by the context, any gender or neuter shall include the other gender or neuter, the singular shall include the plural, and the plural shall include the singular. Each defined term herein shall be used in its singular or plural form whether or not so defined.
- D. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either party hereto. Consultant's Services under this Agreement are on behalf of and solely for the benefit and exclusive use of the Client for the limited purposes of this Agreement and no person or other. The parties agree that in the event of a dispute regarding this Agreement or the Services rendered by Consultant hereunder, the parties shall only seek recourse against the contracting corporate entities and hereby expressly waive any and all right to pursue a claim against the parties' individual officers, representatives, directors, or employees.

- E. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.
- F. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly and mutually executed written instrument. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any Task Order, amendments or exhibits hereto.

*[signatures to this Agreement on the following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

City of Lampasas

Consultant:  
**Ardurra  
Group, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Client's receipt of notices:

Address for Consultant's receipt of notices:

\_\_\_\_\_

**General Description of Services:**

The City of Lampasas seeks on-call and owner’s advisory services related to public works. These services will assist the City of Lampasas with technical, managerial, and grant-related advice. Tasks will be released with specific scopes. Tasks will be fulfilled on a time-and-material basis, with a not-to-exceed amount detailed for each task.

Duties and responsibilities encompass a variety of tasks, including:

- Providing professional engineering services, including quality control and quality assurance of engineering plans
  - Providing fundraising related services, including finding potential funds through grants or other means, writing applications, managing applications, and grant implementation.
  - Assisting with permitting, including review of codes and applications.
  - Providing professional technical advice regarding water, wastewater, stormwater, transportation, aviation, or public works engineering, or utility management.
- 
- Providing managerial advice related to budgets, dashboards, software, modelling, condition assessment, capacity assessment, utility management, or asset management.

In fulfilling these duties, Ardurra will:

- Act solely in the best interest of the City of Lampasas
- Maintain records in compliance with the Texas Public Information Act (TPIA)
- Prepare, post, and distribute and maintain meeting materials in compliance with the Texas Open Meetings Act (TOMA) and applicable Texas and City document retention laws and policies.
- When performing tasks, they will be in compliance with state and federal reporting mandates set forth by the Texas Water Development Board (TWDB)

All work performed will be billed according to the rate table below. Rates are subject to renegotiation after a period of one (1) year, from the Effective Date of the Agreement, or any one-year renewal term. .

<b>Classification</b>	<b>Unit Rate (\$/hr)</b>
<b>Senior Project Manager</b>	\$270
<b>Project Manager</b>	\$250
<b>Senior Engineer</b>	\$200
<b>Engineer</b>	\$170
<b>Senior Inspector</b>	\$150
<b>Engineer in Training</b>	\$145
<b>Graduate Engineer</b>	\$130
<b>Clerical</b>	\$60

TASK ORDER

In accordance with of the MASTER SERVICES AGREEMENT by and between Choose an item. and [Insert name of Client] ("Client") dated \_\_\_\_\_ ("Agreement"), the parties agree as follows:

Specific Project Data Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

- A. Contract Number:
B. Task Order Number:
C. Project Name:
D. Description:
E. Owner (if applicable):

Date of Task Order: Click or tap to enter a date.

- 1. Services
2. Times for Rendering Services
3. Basis for Payment [Select Payment Method]

- A. Client shall pay Consultant for Services as follows:
1. A lump sum amount of \$[•].
2. In addition to the lump sum amount, reimbursement for the following expenses: [identify any reimbursable expenses or indicate "None."]
B. Consultant's invoices will be based upon the estimated percentage of Services completed during the billing period.

[or]

- A. Client shall pay Consultant for Services as follows:
1. An amount equal to the time charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and subconsultants' charges.
B. The total compensation for Services and reimbursable expenses is estimated to be \$[•].

4. Special Terms and Conditions (if any)

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Agreement. The clauses contained in the Agreement are incorporated by reference and remain in full force and are applicable with this Task Order.

IN WITNESS WHEREOF, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Task Order.

[Insert name of Client]

Consultant: Choose an item.

By:
:
Name:
Title:
:

By:
Name:
Title:

**TASK ORDER 1: Project Information Form for State Revolving Funds**

In accordance with the MASTER SERVICES AGREEMENT by and between **Ardurra Group, Inc.** and the City of Lampasas (“Client”) dated \_\_\_\_\_ (“Agreement”), the parties agree as follows:

Specific Project Data

- A. Contract Number:
- B. Task Order Number:
- C. Project Name: City of Lampasas PIF Grant Application Assistance
- D. Description: To assist city with PIF for SRF
- E. Owner (if applicable):

Date of Task Order: February 23, 2026

1. Services:

Fill out the Project Information Form for the City of Lampasas to apply for State Revolving Funds. Coordinate with appropriate entities to acquire information, and provide City of Lampasas with a ready-to-submit application.

2. Times for Rendering Services

Expected to be completed within two (2) weeks of notice to proceed.

3. Basis for Payment

A. Client shall pay Consultant for Services as follows:

An amount equal to the time charged to the Project by each class of Consultant’s employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and subconsultants’ charges.

B. The total compensation for Services and reimbursable expenses will not exceed \$1,500

**Approval and Acceptance:** Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Agreement. The clauses contained in the Agreement are incorporated by reference and remain in full force and are applicable with this Task Order.

**IN WITNESS WHEREOF**, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Task Order.

City of Lampasas

Consultant: **Ardurra Group, Inc.**

\_\_\_\_\_  
By  
:  
Name:  
Title  
:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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City Manager

ITEM NO. 4.10

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

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**Subject:**

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

Requested By: Monica Wright, Director of Information Systems

Submitted By: Monica Wright, Director of Information Systems

Date Submitted: April 1, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: March Photo Entries

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**Summary Statement:**

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

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

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

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

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

**Recommendation:**

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

## Entry 1

**Robert Gradel**

[rgradel@gmail.com](mailto:rgradel@gmail.com)

“Calvert Building Flower” was taken at the Calvert Building, taken by Tino Barrientos, who refurbished the flowers in Lampasas, TX.



## Entry 2

Stephen Lilian

[lilianstephen2007@gmail.com](mailto:lilianstephen2007@gmail.com)

“Dancing Through Life” was taken at the Lampasas County Courthouse in Lampasas, TX.

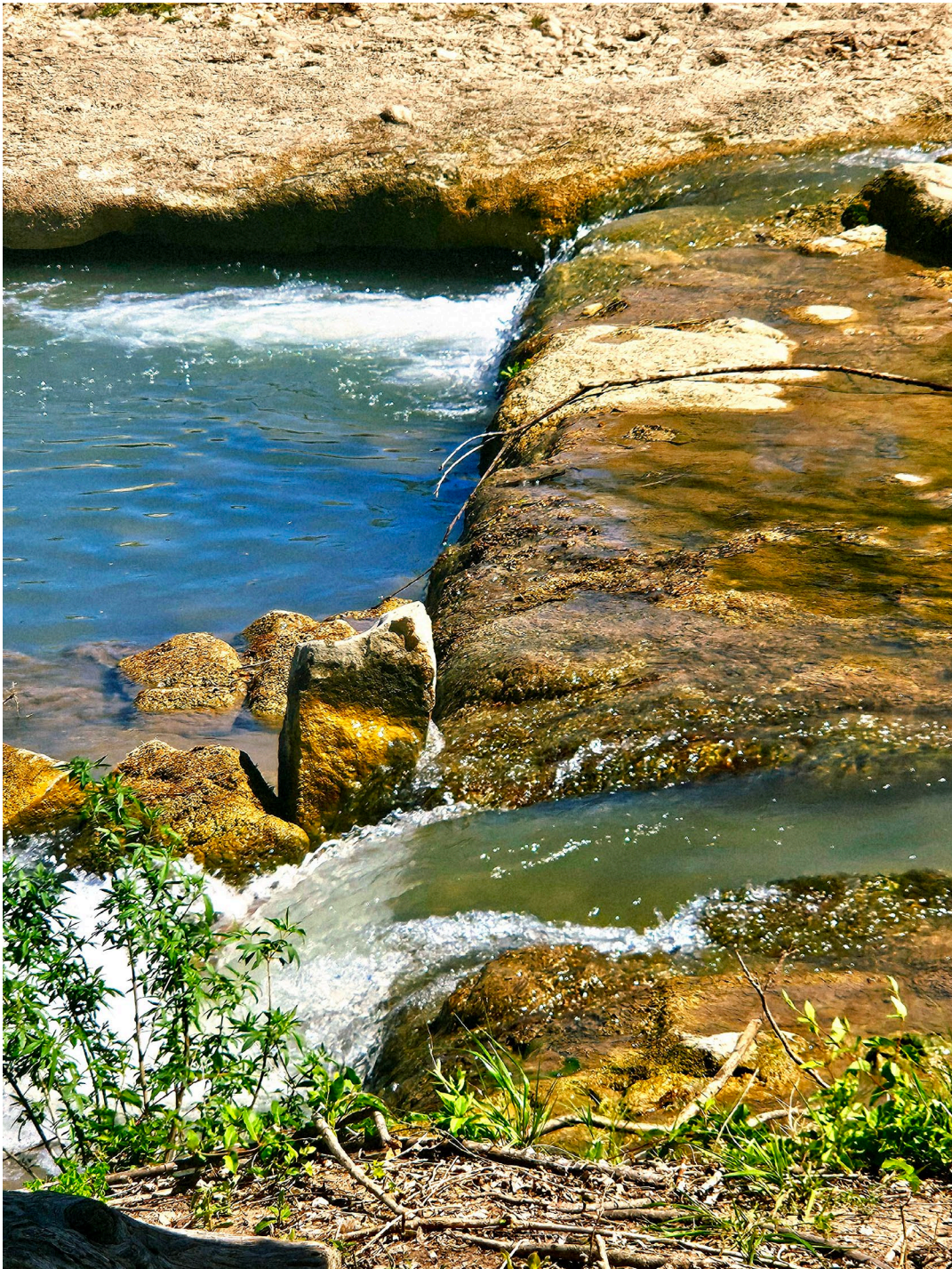


## Entry 3

**Julie Windham**

[march26acs@gmail.com](mailto:march26acs@gmail.com)

This photo was taken in the park close to 4<sup>th</sup> Street bridge in Lampasas, TX.



## Entry 4

Ryan DeBacker  
[ryan76md@gmail.com](mailto:ryan76md@gmail.com)

“Turtle Soup” was taken on the new trail expansion of Sulphur Creek in Lampasas, TX.



## Entry 5

Felipe Valles

[Vallesfelipe960@gmail.com](mailto:Vallesfelipe960@gmail.com)

“Swaying Leaves” was taken at W.M. Brook Park in Lampasas, TX.



  
City Manager

ITEM NO. 4.11

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

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**Subject:**

Discussion and possible action for consideration of Over-the-Counter Offer to Purchase Tax Foreclosed Property Held in Trust Pursuant to Texas Tax Code Section 34.05, located at 1401 E 3<sup>rd</sup> Street, Lampasas, Texas 76550.

Requested By: Nicholas Goettsche, MVBA on behalf of Lampasas County Appraisal District

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: April 7, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

**Property:** 1401 E 3rd Street, Lampasas, Texas 76550

**Account Number:** 2055

**Judgment Date:** January 24, 2025

**Tax Sale Date:** July 1, 2025

**Current Market Value (per appraisal district):** \$19,590.00

**Total Delinquent Taxes, Penalties, and Interest (as of April 2026):** \$10,395.59

**Offer Amount:** \$3,700.00

**Offeror:** Patrick Cogan

**Recommendation:**

Approval or rejection of the offer of \$3,700.00 for the purchase of the above-described property.

## AGENDA ITEM

Meeting Date: \_\_\_\_\_

**Subject:** Consideration of Over-the-Counter Offer to Purchase Tax-Foreclosed Property Held in Trust Pursuant to Texas Tax Code Section 34.05

### Property Summary

<b>Property Location</b>	1401 E 3rd Street, Lampasas, Texas 76550
<b>Account Number</b>	2055
<b>Current Market Value</b>	\$19,590.00
<b>Total Taxes Owed (as of 4/6/2026)</b>	\$10,395.59
<b>Offer Amount</b>	\$3,700.00
<b>Offeror</b>	Patrick Cogan
<b>Offer as % of Taxes Owed</b>	35.6%
<b>Offer as % of Market Value</b>	18.9%

### Background

The above-described property was the subject of a tax foreclosure suit and was struck off to the Lampasas Central Appraisal District at a tax sale in July of 2025. The property is currently held in trust on behalf of all taxing units in Lampasas County pursuant to Texas Tax Code Section 34.01(j). The appraisal district has received an over-the-counter offer to purchase the property for \$3,700.00. Because the offer is less than the total amount of the tax judgment, each taxing unit must consent to the sale under Texas Tax Code Section 34.05.

### Potential Action

Approval or rejection of the offer of \$3,700.00 for the purchase of the above-described property.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMPASAS AUTHORIZING APPROVAL OF AN OVER-THE-COUNTER OFFER TO PURCHASE TAX-FORECLOSED PROPERTY HELD IN TRUST PURSUANT TO TEXAS TAX CODE SECTION 34.05.**

WHEREAS, real property located at 1401 E 3rd Street, Lampasas, Texas 76550, and bearing Account No. 2055, was struck off at a tax sale and is held in trust by the Lampasas Central Appraisal District on behalf of all taxing units in Lampasas County pursuant to Texas Tax Code Section 34.01(j); and

WHEREAS, the current market value of the property, as determined by the appraisal district, is \$19,590.00 and the total delinquent taxes, penalties, and interest owed as of April 2026 is \$10,395.59; and

WHEREAS, the appraisal district has received an offer from Patrick Cogan to purchase the property for \$3,700.00, which is less than the total taxes owed and less than the appraised market value; and

WHEREAS, Texas Tax Code Section 34.05 requires the consent of each taxing unit that is a party to the judgment before the property may be sold for less than the judgment amount;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMPASAS THAT:**

Section 1. The City Council hereby approves the offer to purchase the above-described property.

Section 2. The presiding officer is hereby authorized to execute any documents necessary to effectuate this resolution.

Section 3. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Herb Pearce, Mayor

**ATTEST:**

\_\_\_\_\_  
Kayleigh Stanley, City Secretary

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMPASAS REJECTING AN OVER-THE-COUNTER OFFER TO PURCHASE TAX-FORECLOSED PROPERTY HELD IN TRUST PURSUANT TO TEXAS TAX CODE SECTION 34.05.**

WHEREAS, real property located at 1401 E 3rd Street, Lampasas, Texas 76550, and bearing Account No. 2055, was struck off at a tax sale and is held in trust by the Lampasas Central Appraisal District on behalf of all taxing units in Lampasas County pursuant to Texas Tax Code Section 34.01(j); and

WHEREAS, the current market value of the property, as determined by the appraisal district, is \$19,590.00 and the total delinquent taxes, penalties, and interest owed as of April 2026 is \$10,395.59; and

WHEREAS, the appraisal district has received an offer from Patrick Cogan to purchase the property for \$3,700.00, which is less than the total taxes owed and less than the appraised market value; and

WHEREAS, Texas Tax Code Section 34.05 requires the consent of each taxing unit that is a party to the judgment before the property may be sold for less than the judgment amount;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMPASAS THAT:**

Section 1. The City Council hereby rejects the offer to purchase the above-described property.

Section 2. The presiding officer is hereby authorized to execute any documents necessary to effectuate this resolution.

Section 3. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Herb Pearce, Mayor

**ATTEST:**

\_\_\_\_\_  
Kayleigh Stanley, City Secretary



Nicholas E. Goettsche  
Shareholder  
P: (512) 323-3200 ext. 239  
E: nicholas.goettsche@mvmalaw.com

McCreary Veselka Bragg & Allen PC  
Attorneys at Law

April 6, 2026

Herb Pearce  
City of Lampasas  
302 E. 3rd Street  
Lampasas, Texas 76550

Re: Over-the-Counter Offer to Purchase Trust Property — [Cause No. 22519 / PID: 2055]

Dear Mayor Pearce and Council Members:

My law firm serves as legal counsel to the Lampasas Central Appraisal District in connection with the collection of delinquent ad valorem property taxes. I am writing to present for your consideration an offer to purchase real property that was struck off and is currently held in trust on behalf of all taxing units in Lampasas County pursuant to Texas Tax Code Section 34.01(j).

**Property and Offer Details**

**Property:** 1401 E 3rd Street, Lampasas, Texas 76550

**Account Number:** 2055

**Judgment Date:** January 24, 2025

**Tax Sale Date:** July 1, 2025

**Current Market Value (per appraisal district):** \$19,590.00

**Total Delinquent Taxes, Penalties, and Interest (as of April 2026):** \$10,395.59

**Offer Amount:** \$3,700.00

**Offeror:** Patrick Cogan

As you can see, the offer of \$3,700.00 represents approximately 35.6% of the total delinquent taxes owed and approximately 18.9% of the property's current appraised market value. Because the offer is less than the total amount of the tax judgment, each taxing unit that is a party to the judgment must consent to the sale under Texas Tax Code Section 34.05.

I am therefore requesting that your governing body consider this offer and take formal action to either (a) approve the sale of the property at the proposed price of \$3,700.00 or (b) reject the offer. Please be advised that unless all taxing units with an interest in this property consent, the sale cannot proceed at the offered price.

In evaluating this offer, you may wish to consider the following factors: the length of time the property has been held in trust with no other offers; the current condition and marketability of the property; any carrying costs, liability exposure, or code enforcement issues associated with continued ownership; and the benefit of returning the property to the tax rolls.

I have enclosed a proposed agenda item and resolution for your convenience. If your governing body elects to act on this matter, please return a copy of the signed resolution or minutes reflecting the action taken using my contact information below.

Please do not hesitate to contact me if you have any questions or require additional information regarding this property or the applicable provisions of the Texas Tax Code.

Respectfully,



Nicholas Goettsche, Shareholder  
McCreary, Veselka, Bragg & Allen, P.C.  
700 Jeffrey Way, Suite 100  
Round Rock, Texas 78665  
[nicholas.goettsche@mvalaw.com](mailto:nicholas.goettsche@mvalaw.com)  
(512) 323-3200 ext. 239

Enclosures: Proposed Agenda Item / Resolutions  
Offer to Purchase Property

I Patrick Cogan do offer \$3,700-  
For Account # 2055, Believed to be  
1401 E. Third Street Lampasas Texas 76550.

I make this offer in good faith and  
sound mind, believing to make Lampasas  
in this small way a more beautiful  
place to live.

RECEIVED  
MAR 18 2026

My phone # is 512-564-9705.

I have been a resident at

730 County road 3463 Kempner, Texas  
76539 for 29 years. I am

Coganpatrick5@gmail.com and a local  
Handyman who's self-employed.

Thank you for consideration and your  
time in this matter, dated 3-18-26.

Patrick Cogan 131

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City Manager

ITEM NO. 4.12

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

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**Subject:**

Discussion, consideration and possible action authorizing City Manager to issue letter of objection to proposed transmission line route J1

Requested By: Erin Harrison, Interim City Manager

Submitted By: Erin Harrison, Interim City Manager

Date Submitted: April 7, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments: N/A

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**Summary Statement:**

The proposed route J1 will cross the flood pool and easement of Flood Retarding Structure #8 (FRS#8), and is in close proximity to FRS #3, #4 and #6. These four dams have recently been reclassified by TCEQ as high hazard structures, due to the increased development downstream and therefore the significant potential for loss of life and economic consequences in the event of failure. This reclassification mandates extensive upgrades and construction efforts, which include the areas that the proposed route J1 would impact.

**Recommendation:**

To consider a motion to authorize the City Manager to issue the letter of objection to the proposed transmission line route J1.



312 East Third Street  
Lampasas, Texas 76550-2820  
Phone (512) 556-6831  
Fax (512) 556-8083  
[www.cityoflampasas.com](http://www.cityoflampasas.com)

April 13, 2026

LCRA Transmission Corporation  
Ms. Kelly Wells  
Phone: 512-578-1445  
Email: [BCBH@LCRA.org](mailto:BCBH@LCRA.org)

Oncor Electric Delivery Company  
Jeremy McConnell  
Phone: 214-486-5216  
Email: [Transmissionprojects@oncor.com](mailto:Transmissionprojects@oncor.com)

Re: Objection to Proposed Transmission Line Route J1

To Whom It May Concern:

The City of Lampasas City Council has been made aware of the jointly proposed construction of a new 765 kV transmission line between the Bell County East Switch and the new LCRA TSC 765 kV Big Hill Substation.

As part of our responsibilities, the City Council is obligated to protect the best interest of the citizens and businesses of the City. The flood retarding structures west of town are of vital importance to the City and County of Lampasas. The proposed route J1 will cross the flood pool and easement of Flood Retarding Structure #8 (FRS#8), and is in close proximity to FRS #3, #4 and #6. These four dams have recently been reclassified by TCEQ as high hazard structures, due to the increased development downstream and therefore the significant potential for loss of life and economic consequences in the event of failure. This reclassification mandates extensive upgrades and construction efforts, which include the areas that the proposed route J1 would impact.

The construction and presence of the proposed transmission line along Route J1 would significantly undermine the effectiveness of these four flood retarding structures (FRS #3, #4, #6 and #8), due to its potential to hinder future upgrades and improvements.

In light of the above, the Lampasas City Council strongly objects to the utilization of the proposed J1 route for the transmission line. We believe that the proposed route would negatively affect both the safety and the economic well-being of the citizens of the City and County of Lampasas. We appreciate your attention to this important matter and look forward to your cooperation in addressing these concerns.

Sincerely,

Erin Harrison, Interim City Manager  
City of Lampasas

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

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**Subject:**

Discussion and possible action on an agreement for Transfer of Public Property for the New Hope Baptist Church and Lampasas Colored School to Lampasas Colored School, LLC.

Requested By: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: April 8, 2026

For the Agenda of: April 13, 2026

**Procurement and Funding Statement:**

N/A

Attachments:

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**Summary Statement:**

In 2025, the City of Lampasas was approached by a group of individuals requesting ownership of the historic New Hope Baptist Church and Lampasas Colored School to their non-profit organization, Lampasas Colored School, LLC, for public education and restoration purposes. Council directed staff to draft an agreement to complete the transfer after Lampasas Colored School, LLC completed a survey of the properties, which the City has received.

Both properties were donated to the City for preservation and restoration, but the City has not prioritized those activities on these properties amongst the numerous other projects the City needs to complete. LCS, LLC will be able to take over those efforts.

The proposed agreement does contain the legally required clawback that if the facilities cease to be used for a public purpose, ownership of the properties will revert to the City of Lampasas.

**Recommendation:**

Motion to approve an agreement for Transfer of Public Property for the New Hope Baptist Church and Lampasas Colored School to Lampasas Colored School, LLC.

**AGREEMENT FOR TRANSFER OF PUBLIC PROPERTY**  
**PURSUANT TO LOCAL GOVERNMENT CODE CHAPTER 253.01, et seq**

This Agreement is made on \_\_\_\_\_, 2026 by and between the City of Lampasas, Texas, a Home Rule Municipality, incorporated and authorized by the State of Texas to operate pursuant to the laws of the State of Texas and its Home Rule Charter, (the “City”) and the Lampasas Colored School, LLC, (the “LCS”), registered and active not-for-profit entity doing business in the City of Lampasas, Texas. The City and the LCS are referred to herein jointly as the “Parties” and separately as a “Party.”

**RECITALS**

**WHEREAS**, the City is a Home Rule municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to make a transfer of public land for strictly public use, under the Texas Local Government Code, Chapter 253, subsection 253.011; (the LGC” or the “Act”) and

**WHEREAS**, the LCS is eligible under United States Internal Revenue Code Section 501(c)(3) to be exempt from Federal taxation, and is registered with the Texas Secretary of State as an active non-profit corporation; and

**WHEREAS**, the City has express authority to contract with other entities and/or persons pursuant to section 51.014 of the Texas Local Government Code; and

**WHEREAS**, the City is the sole owner of the two (2) parcels that are being transferred to the LCS by means of this Agreement (“Transferred Properties”), which are locally identified as: Parcel 1 - ± .50 acres of land and structure(s) located thereon, located at 514 College Street, and Parcel 2 - ± .35 acres of land and structure(s) located at 602 College Street, both parcels being in Lampasas County, Lampasas, Texas, which Donated Properties are more fully described by Deeds held by the City, attached hereto and incorporated for all purposes in Exhibit “A”, and on Surveys made by Triple C Surveying in February 2026, attached hereto and incorporated for all purposes in Exhibit “B”; and

**WHEREAS**, the City Council desires to donate the two Parcels described herein as the Transferred Properties, to the LCS, pursuant to the Code, Section 253.011, solely and specifically for the public purpose of maintaining and operating the structures located thereon as historic properties, which shall be open to the public, and available for public purposes, under the management of the LCS, to enhance and benefit the Lampasas Community as a whole; and

**WHEREAS**, the City Council finds that the following provisions are reasonable and necessary for the transfer of the public property to the LCS, to be used by the LCS solely and perpetually for ongoing public purpose and benefit.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE CITY AND LCS HEREIN BARGAIN, COVENANT, AND AGREE WITH ONE ANOTHER AS FOLLOWS:**

### **TERMS OF THE AGREEMENT**

**A. Purpose:** This Agreement serves as a statement or exchange of promises between the City and LCS and is entered into to provide clear responsibilities and duties for the Transfer of Public Property by the City and acceptance of the Transferred Properties by the LCS. The Agreement will ensure that the transfer of these public properties, by the City, is in the best interest of the City and its citizens.

#### **B. Definitions:**

(1) City: means the City of Lampasas, a Home Rule municipality located in Lampasas County, Texas.

(2) City Manager: means the chief administrative officer of the City, or the officer's designee.

(3) Lampasas Colored School, LLC: means the corporate entity registered with and operating in the State of Texas as a Limited Liability Company.

(4) Transfer: means the transfer of public property owned by the City of Lampasas, including real property, (i.e., real estate), including any fixtures or improvements upon and all water / mineral rights (unless expressly excluded). structures, and/or other improvements located within the structures; which transfer is strictly conditioned upon the LCS's use of the Transferred Properties primarily promotes the public purposes of the City.

#### **C. Reversion of Transferred Properties**

(1) The LCS acknowledges and agrees that, pursuant to LGC subsection 253.011(e)(1) it must use the Transferred Properties in a manner that primarily promotes a public purpose of the City. Specifically, the LCS agrees to use the Transferred Properties as follows: for public educational purposes as the properties relate to the history of the Lampasas Community.

(2) The LCS acknowledges and agrees that, pursuant to LGC subsection 253.011(e) (2), if at any time the LCS fails to use the Transferred Properties in a manner that primarily promotes a public purpose of the City, which fact shall be established by the City in its sole determination, then the ownership of the Transferred Properties shall immediately and automatically revert to the City, and the LCS will promptly and voluntarily take any and all actions necessary to assist the City in documenting such reversion of ownership to the City, e.g., executing deeds showing the reversion of sole ownership of the properties back to the City.

**D. Criteria for Transfer by City to the LCS**

The City has favorably agreed to the Transfer granted herein to the LCS and finds that it satisfies these criterions:

- (1) The Transfer complies with State Law, LGC Section 253.011 (a) and (d);
- (2) The City shall prepare and execute appropriate instruments (e.g., Deeds without Warranty) for the transfer of the Transferred Properties to the LCS, and, as per LGC Section 253.011 (e);
- (3) The Transfer does not pose a threat to the public health, safety or welfare, or create an unreasonable source of legal liability for the City.
- (4) The Transfer does not pose an undue, continuing financial burden on the City, a result of which is to create a public obligation that outweighs the public benefits.

**E. Contact Information for Parties**

- (1) For the LCS  
Lampasas Colored School, LLC  
\_\_\_\_\_, President/ Representative/ Agent?  
E-Mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Lampasas, TX 76550
  
- (2) For the City:  
City of Lampasas

Attn: City Manager  
Administrative Building  
312 East Third Street  
Lampasas, Texas 76550

- F. EFFECTIVE DATE: The Effective date shall be the latest date upon which each Party's representative has executed the Agreement, unless otherwise agreed to in writing by both parties through an amendment to this Agreement.
- G. AS IS CONDITION OF TRANSFERRED PROPERTIES LCS ACKNOWLEDGES AND AGREES THAT THE TRANSFERRED PROPERTIES ARE HISTORIC PROPERTIES. FURTHER, THE CITY IS NOT AND HAS NOT MADE ANY STATEMENTS, GUARANTEES OR WARRANTIES CONCERNING THE CONDITION OF THE TRANSFERRED PROPERTIES OR ANY OF THE IMPROVEMENTS THEREON. THE LCS HAS HAD OPPORTUNITY TO INSPECT THE TRANSFERRED PROPERTIES AND ALL IMPROVEMENTS THEREON TO THEIR COMPLETE SATISFACTION AND ACCEPTS THE TRANSFERRED PROPERTIES IN THEIR 'AS IS' CONDITION, ACCEPTING ALL FAULTS, KNOWN OR UNKNOWN, APPARENT OR NOT, AS OF THE DATE OF THE TRANSFER.
- H. INDEMNIFICATION OF THE CITY BY LCS; LCS AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIMS, DAMAGES. LIABILITY OR COSTS, OF ANY NATURE RELATED TO OR ARISING FROM THE CITY'S TRANSFER OF THE TRANSFERRED PROPERTIES TO THE LCS AND/OR FROM LCS'S OWNERSHIP, MANAGEMENT, OPERATION OR USE OF THE TRANSFERRED PROPERTIES.
- I. NO TRANSFER OR ASSIGNMENT: The Transfer of the Transferred Properties by the City to the LCS is **NON-TRANSFERABLE AND NON-ASSIGNABLE**. All rights and obligations created by this Agreement are not transferable or assignable by the LCS to another party, and any attempt to do so will result in immediate revocation of this Agreement, and further, such action will cause an automatic reversion of ownership of the Transferred Properties to the City effective on the date the City learns of LCS's interest and/or attempt to transferring or assigning the Agreement and the Transferred Properties to another party.

## MISCELLANEOUS

- J. Governing Law: The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Lampasas County.
- K. Entire Agreement: This document represents the entirety of the agreement between the City and LCS. No oral or other written contracts outside of this Agreement shall have any effect unless they are approved in writing by both Parties and made a part of this Agreement.
- L. Other Documents: The City and LCS agree to execute such further documents, and to take such further acts, as may be necessary or required to carry out the terms of this Agreement.
- M. Amendments: This Agreement may be amended only by an instrument in writing signed by the City and LCS.
- N. Severability: The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.
- O. Third Party: Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and LCS, and no third party whatsoever is intended to benefit from it, in any way.
- P. Authorization: The LCS represents and warrants to, and covenants with the City that: (1) The execution, delivery and performance of this Agreement by the executing officer have been duly authorized. This Agreement has been duly and validly executed and delivered by the executing officer on behalf of the LCS, and constitutes a valid and binding obligation, enforceable against the LCS in accordance with its terms. (2) No consent or approval of any third party, including, without limitation, any governmental authority, is required in connection with the execution, delivery or performance of this Agreement. The execution and delivery of this Agreement, and the performance of the obligations and consummation of the transactions contemplated herein do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which the LCS is a party or by which the LCS or any of its respective properties are bound, or result in any violation by it of any law, order, rule or regulation of any court or governmental agency or body. The LCS is not in material violation of any law, ordinance, governmental rule or regulation or

court decree to which it may be subject, nor has it failed to obtain and maintain in full force and effect any license, permit, certificate, franchise or other governmental authorization necessary to the ownership of its respective property or to the conduct of its operations under this Agreement.

Executed this, the \_\_\_\_ day of \_\_\_\_\_ 2026.

**CITY OF LAMPASAS**

**LAMPASAS COLORED SCHOOL, LLC,**

\_\_\_\_\_  
Herb Pearce, Mayor

\_\_\_\_\_  
President/ Agent

Witness:

Witness (or Notary)

\_\_\_\_\_  
Kayleigh Stanley  
Lampasas City Secretary

Exhibit "A" City's Deeds

DRAFT

Exhibit "B"

Surveys of the two properties

DRAFT

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