

**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, January 12, 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, January 12, 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 future meeting with Kempner Water Supply Corporation. **(Page 5)**
3. Discussion and presentation of Annual Racial Profiling Report. **(Pages 7-23)**
4. Discussion regarding Appendix A Fee Schedule changes for the Hostess House and Rental Contract. **(Pages 25-42)**
5. Discussion regarding any item on the Regular Session for January 12, 2026.
6. Discussion regarding any item **not included** on the Regular Session for January 12, 2026, for consideration on a future agenda. No action can be taken by City Council.
7. Adjourn Workshop Session

REGULAR SESSION

ANNOUNCEMENTS

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Presentations and Proclamations
 - Annual Recognition to the Mayor and City Council

1.0	PUBLIC HEARINGS/CITIZEN COMMENTS <i>3-Minute Time Limit</i>	PAGES
1.1	Citizen comments – Any citizen who desires to address the City Council on a matter not included on the Agenda may do so at this time, for possible posting and	N/A

	discussion by council on a future agenda. The City Council may not deliberate on items presented under this Agenda Item.	
1.2	Citizen comments- Any citizen who desires to address the City Council on a matter that is included on the Agenda may do so at this time.	N/A

2.0	CONSENT AGENDA	PAGES
2.1	Discussion and possible action regarding approval of minutes of the Regular Meeting held on December 15, 2025.	43-45
2.2	Discussion and possible action regarding the second reading of an Ordinance amending the adopted budget for the Municipal Government of the City of Lampasas for the Fiscal Year of October 1, 2025 to September 30, 2026.	47-48
2.3	Discussion and possible action regarding purchases and charges in excess of \$4,000 from December 1, 2025- December 31, 2025.	49-57

3.0	BOARDS/DEPARTMENT REPORTS	PAGES
3.1	City Manager’s Operational Report	N/A
3.2	Upcoming Special Events/Meetings: <ul style="list-style-type: none"> January 19, 2026 – City Offices will be closed for Martin Luther King Jr Day. 	N/A

4.0	NEW BUSINESS	PAGES
4.1	Discussion and possible action regarding approval to declare a 2005 John Deere 3225C Lightweight Fairway Mower as surplus fleet and allow staff to dispose of according to State law.	59-60
4.2	Discussion and possible action regarding approval to declare a 2007 Kubota Zero Turn Mower as surplus fleet and allow staff to dispose of according to State law.	61-62
4.3	Discussion and possible action regarding the approval of proposal from Jones-Hero and Associates regarding the HWY 190 and FM 580 Entry Point Improvement Project.	63-71
4.4	Discussion and possible action regarding the purchase of a transformer from Texas Electric Cooperative for the CEFCO Tesla Superchargers in the amount of \$31,860.00.	73-81
4.5	Discussion and possible action regarding updating authorized signatories on Rio Bank Account(s), formerly Lone Star Capital Bank.	83
4.6	Discussion and possible action regarding a Resolution of the City Council of the City of Lampasas, Lampasas County, State of Texas authorizing and designating the official signatures of the City of Lampasas for banking and depository services.	85-87
4.7	Discuss and consider the selection of winner of the City’s website photo contest entry.	89-96
4.8	Discussion and possible action regarding a Joint Election Agreement between the Lampasas Independent School District and the City of Lampasas.	97-100
4.9	Discussion and possible action regarding the first reading of an Ordinance amending Chapter 78 (“Traffic and Vehicles”), by amending Article III (“Stop, Standing and Parking”), Section 78-223 of the City’s Code of Ordinances titled (“Parking Time Limit Generally; Exception”) Regulating the parking of vehicles on public streets; providing a repealer clause, a severability clause; and providing an effective date.	101-103

4.10	Discussion and possible action regarding renewal of the Lease Agreement between the City of Lampasas and the County of Lampasas Rodeo Association for the 580 Sports Complex Rodeo Arena.	105-120
4.11	Discussion and possible action regarding the closure of Naruna Road for Golf Tournaments.	121
4.12	Discussion and possible action regarding 63-month lease of a new printer/copier for the Police Department from Visual Edge IT in the amount of \$508.73 per month.	123-124

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 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties, or discipline of a public officer or employee; City Manager and other personnel matters as allowed by Texas Government Code, Chapter 551, et seq.
5.2	Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties, or discipline of a public officer or employee; City Secretary and other personnel matters as allowed by Texas Government Code, Chapter 551, et seq.
5.3	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
5.4	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 Home Sweet Home
5.5	Section 551.072 (deliberations about real property)- Deliberation concerning the potential purchase, exchange, lease, acquisition, sale and/or value of real property.
5.6	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 7th day of January 2026 at 1:00PM

Kayleigh Stanley
Kayleigh Stanley, City Secretary



City Manager

ITEM NO. WORKSHOP 2

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

Subject:

Discussion regarding scheduling a meeting with Kempner Water Supply Corporation.

Requested By: Stephen Sewell, Public Works Director

Submitted By: Stephen Sewell, Public Works Director

Date Submitted: December 19, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

Staff approached KWSC with possible joint meeting dates. KWSC would prefer to schedule a meeting for Monday, January 26, 2026.

Recommendation:

Discussion only.

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

Subject:

Presentation of the Lampasas Police Department Annual Racial Profiling Report.

Requested By: Jody Cummings, Police Chief

Submitted By: Jody Cummings, Police Chief

Date Submitted: January 6, 2026

For the Agenda of: January 12, 2026

Procurement and Funding Statement: n/a

N/A

Attachments: Racial Profiling introduction and reports-full and analysis.

Summary Statement:

The Lampasas Police Department is required by state law to make a report no later than March 1st each year, to the City Council regarding police contact data for the purpose of identifying and responding (if necessary) to concerns regarding racial profiling practices. The Lampasas Police Department complies with both the letter and the spirit of the laws pertaining to Racial Profiling. The Lampasas Police Department believes it is our legal and moral responsibility to act just in all instances and with all persons. The department has zero tolerance for Racial Profiling and prohibits Racial Profiling. Racial Profiling is an activity that violates the public trust that is vital to our efforts to effective policing.

Recommendation:

Discussion and Acknowledgement of Reports

Racial Profiling Report | Full

Agency Name: LAMPASAS POLICE DEPT.
Reporting Date: 01/06/2026
TCOLE Agency Number: 281201

Chief Administrator: JODY L CUMMINGS

Agency Contact Information:
Phone: (512) 556-3644
Email: jcummings@cityoflampasas.com

Mailing Address:
301 E 4TH ST, LAMPASAS, TX, 765502828

This Agency filed a full report

LAMPASAS POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the LAMPASAS POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the LAMPASAS POLICE DEPT. if the individual believes that a peace officer employed by the LAMPASAS POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the LAMPASAS POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LAMPASAS POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The LAMPASAS POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Jody Cummings
Chief of Police

Date: 01/06/2026

Total stops: 3658

Street address or approximate location of the stop

City street	1010
US highway	2424
County road	1
State highway	221
Private property or other	2

Was race or ethnicity known prior to stop?

Yes	63
No	3595

Race / Ethnicity

Alaska Native / American Indian	7
Asian / Pacific Islander	114
Black	241
White	2365
Hispanic / Latino	931

Gender

Female	1223
Alaska Native / American Indian	3
Asian / Pacific Islander	22
Black	84
White	822
Hispanic / Latino	292
Male	2435
Alaska Native / American Indian	4
Asian / Pacific Islander	92
Black	157
White	1543
Hispanic / Latino	639

Reason for stop?

Violation of law	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	6

Hispanic / Latino	2
Preexisting knowledge	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	14
Hispanic / Latino	6
Moving traffic violation	2142
Alaska Native / American Indian	6
Asian / Pacific Islander	81
Black	147
White	1345
Hispanic / Latino	563
Vehicle traffic violation	1487
Alaska Native / American Indian	1
Asian / Pacific Islander	33
Black	93
White	1000
Hispanic / Latino	360
Was a search conducted?	
Yes	131
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	8
White	63
Hispanic / Latino	54
No	3527
Alaska Native / American Indian	7
Asian / Pacific Islander	108
Black	233
White	2302
Hispanic / Latino	877
Reason for Search?	
Consent	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	7

Hispanic / Latino	5		
Contraband	9		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	6		
Hispanic / Latino	3		
Probable	44		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	5		
White	20		
Hispanic / Latino	18		
Inventory	20		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	2		
White	8		
Hispanic / Latino	9		
Incident to arrest	46		
Alaska Native / American Indian	0		
Asian / Pacific Islander	4		
Black	1		
White	22		
Hispanic / Latino	19		
Was Contraband discovered?			
Yes	71	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	4	Yes 4	No 0
Black	6	Yes 5	No 1
White	37	Yes 25	No 12
Hispanic / Latino	24	Yes 19	No 5
No	60		
Alaska Native / American Indian	0		
Asian / Pacific Islander	2		
Black	2		
White	26		
Hispanic / Latino	30		

Description of contraband	
Drugs	44
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	5
White	21
Hispanic / Latino	14
Weapons	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	10
Hispanic / Latino	8
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	4
Hispanic / Latino	2
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	2718
Alaska Native / American Indian	6
Asian / Pacific Islander	81
Black	175
White	1831
Hispanic / Latino	625
Citation	819
Alaska Native / American Indian	1
Asian / Pacific Islander	27
Black	59
White	474
Hispanic / Latino	258
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Citation and arrest	64
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	6
White	26
Hispanic / Latino	30
Arrest	56
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	1
White	33
Hispanic / Latino	18
Arrest based on	
Violation of Penal Code	71
Alaska Native / American Indian	0
Asian / Pacific Islander	2

Black	5
White	36
Hispanic / Latino	28
Violation of Traffic Law	23
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	2
White	12
Hispanic / Latino	6
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	27
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	12
Hispanic / Latino	14

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	3657
Alaska Native / American Indian	7
Asian / Pacific Islander	114
Black	241
White	2365
Hispanic / Latino	930

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

- Use TCOLE's auto generated analysis
- Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

LAMPASAS POLICE DEPT.

01. Total Traffic Stops:	3658	
02. Location of Stop:		
a. City Street	1010	27.61%
b. US Highway	2424	66.27%
c. County Road	1	0.03%
d. State Highway	221	6.04%
e. Private Property or Other	2	0.05%
03. Was Race known prior to Stop:		
a. NO	3595	98.28%
b. YES	63	1.72%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	7	0.19%
b. Asian/ Pacific Islander	114	3.12%
c. Black	241	6.59%
d. White	2365	64.65%
e. Hispanic/ Latino	931	25.45%
05. Gender:		
a. Female	1223	33.43%
i. Alaska/ Native American/ Indian	3	0.08%
ii. Asian/ Pacific Islander	22	0.60%
iii. Black	84	2.30%
iv. White	822	22.47%
v. Hispanic/ Latino	292	7.98%
b. Male	2435	66.57%
i. Alaska/ Native American/ Indian	4	0.11%
ii. Asian/ Pacific Islander	92	2.52%
iii. Black	157	4.29%
iv. White	1543	42.18%
v. Hispanic/ Latino	639	17.47%
06. Reason for Stop:		
a. Violation of Law	9	0.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	1	11.11%
iv. White	6	66.67%
v. Hispanic/ Latino	2	22.22%
b. Pre-Existing Knowledge	20	0.55%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	14	70.00%
v. Hispanic/ Latino	6	30.00%
c. Moving Traffic Violation	2142	58.56%
i. Alaska/ Native American/ Indian	6	0.28%
ii. Asian/ Pacific Islander	81	3.78%
iii. Black	147	6.86%
iv. White	1345	62.79%
v. Hispanic/ Latino	563	26.28%
d. Vehicle Traffic Violation	1487	40.65%
i. Alaska/ Native American/ Indian	1	0.07%
ii. Asian/ Pacific Islander	33	2.22%
iii. Black	93	6.25%
iv. White	1000	67.25%
v. Hispanic/ Latino	360	24.21%
07. Was a Search Conducted:		
a. NO	3527	96.42%
i. Alaska/ Native American/ Indian	7	0.20%
ii. Asian/ Pacific Islander	108	3.06%
iii. Black	233	6.61%
iv. White	2302	65.27%
v. Hispanic/ Latino	877	24.87%
b. YES	131	3.58%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	6	4.58%
iii. Black	8	6.11%
iv. White	63	48.09%
v. Hispanic/ Latino	54	41.22%
08. Reason for Search:		
a. Consent	12	0.33%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	7	58.33%
v. Hispanic/ Latino	5	41.67%
b. Contraband in Plain View	9	0.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	6	66.67%
v. Hispanic/ Latino	3	33.33%
c. Probable Cause	44	1.20%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	2.27%
iii. Black	5	11.36%
iv. White	20	45.45%
v. Hispanic/ Latino	18	40.91%
d. Inventory	20	0.55%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	5.00%
iii. Black	2	10.00%
iv. White	8	40.00%
v. Hispanic/ Latino	9	45.00%
e. Incident to Arrest	46	1.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	8.70%
iii. Black	1	2.17%
iv. White	22	47.83%
v. Hispanic/ Latino	19	41.30%
09. Was Contraband Discovered:		
YES	71	1.94%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	4	5.63%
Finding resulted in arrest - YES	4	
Finding resulted in arrest - NO	0	
iii. Black	6	8.45%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	5	
Finding resulted in arrest - NO	1	
iv. White	37	52.11%
Finding resulted in arrest - YES	25	
Finding resulted in arrest - NO	12	
v. Hispanic/ Latino	24	33.80%
Finding resulted in arrest - YES	19	
Finding resulted in arrest - NO	5	
b. NO	60	1.64%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	3.33%
iii. Black	2	3.33%
iv. White	26	43.33%
v. Hispanic/ Latino	30	50.00%
10. Description of Contraband:		
a. Drugs	44	1.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	9.09%
iii. Black	5	11.36%
iv. White	21	47.73%
v. Hispanic/ Latino	14	31.82%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	2	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	18	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	10	55.56%

Racial Profiling Analysis Report

v. Hispanic/ Latino	8	44.44%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	7	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	14.29%
iv. White	4	57.14%
v. Hispanic/ Latino	2	28.57%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	2718	74.30%
i. Alaska/ Native American/ Indian	6	0.22%
ii. Asian/ Pacific Islander	81	2.98%
iii. Black	175	6.44%
iv. White	1831	67.37%
v. Hispanic/ Latino	625	22.99%
c. Citation	819	22.39%
i. Alaska/ Native American/ Indian	1	0.12%
ii. Asian/ Pacific Islander	27	3.30%
iii. Black	59	7.20%
iv. White	474	57.88%
v. Hispanic/ Latino	258	31.50%
d. Written Warning and Arrest	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

e. Citation and Arrest	64	1.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	3.13%
iii. Black	6	9.38%
iv. White	26	40.63%
v. Hispanic/ Latino	30	46.88%
f. Arrest	56	1.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	7.14%
iii. Black	1	1.79%
iv. White	33	58.93%
v. Hispanic/ Latino	18	32.14%
12. Arrest Based On:		
a. Violation of Penal Code	71	1.94%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	2.82%
iii. Black	5	7.04%
iv. White	36	50.70%
v. Hispanic/ Latino	28	39.44%
b. Violation of Traffic Law	23	0.63%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	13.04%
iii. Black	2	8.70%
iv. White	12	52.17%
v. Hispanic/ Latino	6	26.09%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	27	0.74%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.70%
iii. Black	0	0.00%
iv. White	12	44.44%
v. Hispanic/ Latino	14	51.85%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	3657	99.97%
i. Alaska/ Native American/ Indian	7	0.19%
ii. Asian/ Pacific Islander	114	3.12%
iii. Black	241	6.59%
iv. White	2365	64.67%
v. Hispanic/ Latino	930	25.43%
b. YES	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	1	100.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:	0
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REPORT DATE COMPILED 01/06/2026

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City Manager

ITEM NO. WORKSHOP 4

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

Subject:

Discussion regarding Appendix A Fee Schedule changes for the Hostess House.

Requested By: Kayleigh Stanley, City Secretary

Submitted By: Kayleigh Stanley, City Secretary

Date Submitted: December 31, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments:

Summary Statement:

Discussion regarding Appendix A Fee Schedule. Proposed changes include: Parks and Recreation – Hostess House fees.

Recommendation:

Discussion only.

PART II - CODE OF ORDINANCES
APPENDIX A FEE SCHEDULE

	(5)	Hostess House Rental/Booking and Deposit Fees (In City and Out of City)			
		Deposit - Refundable		\$200.00	
		Alcohol Use Deposit - Refundable		\$300.00	
		Weekday - Per Day (Wedding Rate)		\$800.00	
		Weekend - Friday at 12:00pm to Sunday at 12:00pm		\$1,000.00	
		Weekday Rental - Four Hours (including set up and break down time)		\$150.00	
		Weekend Rental - Four Hours (including set up and break down time)		\$200.00	
		Weekday Rental - Eight Hours (including set up and break down time)		\$300.00	
		Weekend Rental - Eight Hours (including set up and break down time)		\$400.00	
	(5)	Cleaning Deposit (refundable)			
		•		Small Group (30 or less) 1 st floor only	\$50.00

PART II - CODE OF ORDINANCES
APPENDIX A FEE SCHEDULE

		•	Medium Group (31—75)	\$100.00	
		•	Large Group (75 or more)	\$100.00 per floor	
		•	Non-Profit (501c3) 1 st floor only	\$50.00	
		Booking Fee (non-refundable)			
		•		Small Group (30 or less) 1 st floor only	N/A
		•	Medium Group (31—75)	\$50.00	
		•	Large Group (75 or more)	\$100.00 per floor	
		•	Non-Profit (501c3) 1 st floor only	N/A	
		Rental Rate (City of Lamparas Resident)			
		•		Small Group (30 or less) 1 st floor only	
			For 2 hours (plus 1-hour set-up/clean-up time)	\$35.00	
			For 4 hours (plus 2-hours set-up/clean-up time)	\$60.00	
		•	Medium Group (31—75)		
			For 2 hours (plus 1-hour set-up/clean-up time)	\$70.00	
			For 4 hours (plus 2-hours set-up/clean-up time)	\$120.00	
		•	Large Group (75 or more)		
			Per hour (3-hour minimum) per floor	\$100.00	
			All day (8:00 a.m. - midnight) per floor	\$800.00	
		•	Non-Profit (501c3) 1 st floor only		
			For 2 hours	\$35.00	
			For 4 hours	\$50.00	
		Rental Rate (NON-City of Lamparas Resident)			
		•		Small Group (30 or less) 1 st floor only	
			For 2 hours (plus 1-hour set-up/clean-up time)	\$50.00	

PART II - CODE OF ORDINANCES
APPENDIX A FEE SCHEDULE

			For 4 hours (plus 2 hours set-up/clean-up time)	\$75.00	
		•	Medium Group (31—75)		
			For 2 hours (plus 1 hour set-up/clean-up time)	\$100.00	
			For 4 hours (plus 2 hours set-up/clean-up time)	\$150.00	
		•	Large Group (75 or more)		
			Per hour (3-hour minimum) per floor	\$100.00	
			All day (8:00 a.m. - midnight) per floor	\$800.00	
		•	Non-Profit (501c3) 1 st floor only		
			For 2 hours	\$35.00	
			For 4 hours	\$50.00	
		WEDDING SPECIAL Monday Noon— Wednesday Noon			
			Cleaning Deposit (Refundable) per floor	\$100.00	
			Booking Fee (Non-Refundable) per floor	\$100.00	
			Rental Rate: (City of Lampasas Resident and NON-City of Lampasas Resident)		
		•		Monday (per floor)	\$200.00
		•	Tuesday (per floor)	\$400.00	
		•	Wednesday (per floor)	\$200.00	
		WEDDING SPECIAL Friday Noon— Sunday Noon			
			Cleaning Deposit (Refundable) per floor	\$100.00	
			Booking Fee (Non-Refundable) per floor	\$100.00	
			Rental Rate: (City of Lampasas Resident and NON-City of Lampasas Resident)		
		•		Friday (per floor)	\$200.00
		•	Saturday (per floor)	\$800.00	
		•	Sunday (per floor)	\$200.00	
		Campbell Park Pavilion Rental/Booking and Deposit Fees (In City and Out of City)			
	(6)	Non-Commercial and Commercial Daily Rental Rate		\$75.00	

Revised Post-Event Cleaning Estimate – Hostess House, Lampasas, TX

Thank you for the opportunity to provide a revised post-event cleaning estimate for the Hostess House in Lampasas, TX. Based on the updated square footage and previously discussed scope of work, the adjusted estimate is outlined below.

The Cleaning Fairy

Melinda Perry

23 Years of Professional Cleaning Experience

Fully Insured

Background Checked with Local Fire and EMS Services

Property Overview

- Approximately 6,906 square feet
- Two floors
- Historic, refinished hardwood floors throughout main areas
- Tile floors in bathrooms and elevator
- Bridal preparation room
- Elevator requiring sanitization
- 4 bathrooms total: 2 multi-stall restrooms and 2 single-use restrooms
- Large stainless steel commercial kitchen with bonus prep counter area and microwave
- One additional average-sized kitchen with long counters
- 20 windows and 6 full glass pane doors
- ADA-compliant restrooms located upstairs; guests enter through first floor and utilize elevator regardless of floor rental

Post-Event Cleaning Services Included

- Detailed cleaning of hardwood and tile floors
- Full restroom sanitation including stalls, toilets, sinks, and mirrors
- Elevator interior and high-touch surface sanitization
- Thorough cleaning of both kitchens
- Interior window and glass door cleaning
- Dusting and wiping of all reachable surfaces
- Trash removal and full venue reset
- Careful attention to historic finishes and delicate surfaces

Post-Event Cleaning Investment

Flat Rate: \$1,900 per event

This rate reflects an as-needed, after-hours post-event cleaning service tailored specifically for weddings and special events hosted at the venue.

Excessive Conditions

This flat rate covers standard post-event cleaning. Additional charges may apply for conditions beyond normal event use, including confetti, glitter, decorative debris, candle wax, adhesive residue, heavy food spills or grease, bodily fluids, biohazards, or any condition requiring additional labor or specialty equipment.

Please feel free to contact me with any questions or to schedule service. I appreciate the opportunity to work with the Hostess House and look forward to supporting future events.

Warm regards,

Melinda Perry

The Cleaning Fairy



Post-Event Cleaning Services Quote

Peachy Clean Services

Client: City of Lampasas

Facility: The Hostess House

Total Square Footage: 6,906 sq. ft.

Scope of Services

- Post-event cleaning of entire two-story facility
- Trash removal and replacement of liners
- Cleaning and sanitizing of tables, doors, and high-touch surfaces
- Sweeping, mopping, and vacuuming of all floors
- Restroom cleaning and sanitizing on both floors
- Banquet kitchen (1st floor) and prep kitchen (2nd floor) cleaning
- Bride's room, stairways, and common area cleaning

Service Schedule

Services are performed after scheduled events. Friday night cleanings will be provided when the facility is rented for both Friday and Saturday events to ensure readiness for Saturday use.

Pricing

Service Description	Rate
Post-Event Cleaning (per event)	\$650.00

Pricing includes labor, standard cleaning supplies, and equipment. Additional services or excessive soiling may be quoted separately.

Contact Information

Audrey Axelson

Phone: 512.755.1990

Property: Hostess House

Size: 6,906 sq. ft. | Two-story facility

Scope: Multiple bathrooms, kitchens/serving areas, meeting rooms, offices, hallways, stairwells, and common areas

Post-Event Deep Clean (As-Needed)

Ideal for: After events, gatherings, or special use

Rate: \$0.12 per sq. ft.

Total: \$830.00 per service

Includes:

- Full restroom sanitation (toilets, sinks, partitions, mirrors, floors)
- Kitchen/serving area cleaning (counters, sinks, exterior appliances)
- Dusting of all accessible surfaces
- Trash removal and liner replacement
- Vacuuming & mopping all floors (both stories)
- Stairwells, railings, and high-touch point disinfection
- Spot cleaning of doors, walls, and light switches

*Any additional attention the Hostess House may need after events is included in the pricing.



CITY OF LAMPASAS
Facility Rental Application and Agreement
512.556.6831

The City of Lampasas, a home-rule City organized under the laws of Texas (the “City”) operates several facilities that are available to the public for community activities. This agreement will provide you with the information you need to determine which facility you need to rent as well as the requirements for each.

The City has the exclusive right to contract for use of the Facilities. Individuals or entities entering a rental agreement with the City for use of Facilities (the “Renter”) shall comply with and ensure all guests of the individual or entity comply with the following minimum requirements:

USAGE

The Facilities are provided for general usage. The City reserves the right to have final approval on all activities or events scheduled at the Facilities. The City reserves the right to designate hours that the Facilities are available for use and to remove any person or group failing to comply with the Rules. The City reserves the right to require security be provided at the renter’s or user’s expense.

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for designating a responsible person(s) to supervise the Facilities rented and all persons permitted by Renter to be within the Facilities to adequately ensure:

- Supervision of any and all activities and guests of Renter.
- Before leaving the Facilities, ensure that all guests, members, employees, supervisors, staff, invitees and attendees that do not have special additional right to continue to use the Facilities, leave after each use.
- Any training required for supervisors, employees or staff of activities is sufficient to perform the tasks Renter assigns.
- Rules and regulations for the Facilities are enforced as to any and all guests, members, employees, supervisors, staff, invitees, or attendees of the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises immediately.
- Qualified personnel examine and inspect the Facilities and adjacent areas to be utilized for any premises defects, hazards or circumstances that may cause injury or be incompatible with the scheduled use of the Facilities prior to each use.
- Notify the Parks and Recreation Director, or designee, of the City verbally and in writing of any premise defect, hazard or hazardous condition or circumstances identified.
- No business is engaged in at the Facilities or performed in conjunction with Renter’s use that is a violation of an existing State, Federal Law or municipal ordinance or use the same in such a manner as to constitute a nuisance.
- No conveyance, assignment or other subcontracting of the Facilities is made to any person or entity without the express, written agreement of the City.
- Not permit, suffer or allow any activities of the Renter, Renter’s employees, members or guests to interfere with any other Facilities or users of other portions of the Facilities not rented by the Renter.
- Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the City.
- The City has a list of all officers and board members of Renter, if Renter is an entity.

CONCESSIONS

- The City reserves the right to sell concessions at all functions.
- If the Rental Agreement expressly provides the Renter the right to sell concessions, the Renter may sell concessions.

ALCOHOL

The City of Lampasas Police Department may require that an officer be present at all times when alcohol is on the premise. An alcohol deposit must be paid in advance at time of rental. Officers are paid separately and, depending on the number of guests, will determine the number of officers needed at the event. You must contact the Lampasas Police Department and schedule this with them. Failure to do so could result in loss of your deposits and shut down the event if no security is present. Contact Lampasas Police Department (See additional information from the Lampasas Police Department below.)

(initial)

- ___ No sales of alcoholic beverages are permitted on, in or at the Facilities.
- ___ Renter shall ensure compliance with state law for the consumption of alcohol.
- ___ Minors shall not be permitted, under any circumstances to consume alcohol on City premises.
- ___ Renter shall remove or cause to be removed any person or group of persons not complying with state regulations as set forth by the Texas Alcohol and Beverage Commission.
- ___ The City may from time-to-time adopt ordinances further regulating alcohol consumption on city premises, which Renter agrees to enforce all City and State regulations relating to alcohol distribution and consumption on the portion of the Facilities rented
- ___ Renter shall be held accountable for any act resulting from the consumption of alcohol within the portion of the Facilities rented.
- ___ The City reserves the right to require additional security for any function serving alcohol.

DRAFT

LAMPASAS POLICE DEPARTMENT
Lampasas, TX 76550

ENGLISH:	SPANISH:
<p>EVENTS INVOLVING ALCOHOLIC BEVERAGES</p> <p>As representatives of the City of Lampasas Police Department, we would like to thank you for your interest in hosting your event here in our great city. We are proud of our community and believe we have a lot to offer.</p> <p>It is also our sincerest hope that your event will be a success. In an effort to make your event the most enjoyable and memorable for you and your guests, policies have been established. As with most other rented or leased facilities there is a concern as to the safety of the attendees and the maintenance of the facilities, especially when alcohol is served. It is therefore <u>required that at least one (1) certified police officer</u> be present for the duration of the event that makes alcoholic beverages available to its guests.</p> <p>Hourly rate for each officer is --- an hour; this is</p>	<p>JUNTAS QUE IMPLICAN LAS BEBIDAS ALCOHÓLICAS</p> <p>Como representantes de la ciudad del departamento del policía de Lampasas que quisiéramos agradecerle por su interés en el recibimiento de su junta aquí en nuestra gran ciudad. Somos orgullosos de nuestra comunidad y creemos que tenemos mucho que ofrecer. Es también nuestra esperanza más sincerest que su junta será un éxito. En un esfuerzo de hacer su junta el más agradable y memorable para usted y su huésped, se han establecido las políticas.</p> <p>Como con la mayoría de las instalaciones alquiladas o arrendadas otro hay una preocupación en cuanto a la seguridad de los asistentes y del mantenimiento de las instalaciones, especialmente cuando se sirve el alcohol. Por lo tanto <u>se requiere que por lo menos (1) oficiales de policía certificados estén presentes</u> para la duración de la junta que pone las bebidas alcohólicas a disposición sus huéspedes.</p>

<p>paid up front in cash once the officers arrive at your event.</p> <p><u>These officers must be present once alcoholic beverages are present at your event; serving any alcoholic beverages or the presence of alcoholic beverages without certified police officers present may result in your event being closed down.</u></p> <p>Events with larger crowds may require additional police officers.</p> <p>To better assist you with these requirements you need to contact the Lampasas Police Department as soon as possible for officer scheduling and cost of those services.</p> <p>To assist you in complying with this condition the Lampasas Police Department has made certified police officers available. To schedule officers for your special event please contact:</p> <p style="text-align: center;">LAMPASAS POLICE DEPARTMENT Lampasas, TX 76550</p> <p>Please have the following information available when calling:</p> <ol style="list-style-type: none"> 1) Number of attendees 2) Dates and times of your event <p>We look forward to working with you to make your event the best possible.</p> <p>LAMPASAS POLICE DEPARTMENT Lampasas, TX 76550</p>	<p>El precio por hora para los oficiales de policía es --- por hora; esto se paga encima de frente en efectivo una vez que los oficiales lleguen su junta.</p> <p><u>Estos oficiales deben estar presentes una vez que las bebidas alcohólicas estén presentes en su junta, sirviendo cualquier bebida alcohólica o la presencia de bebidas alcohólicas sin los oficiales de policía certificados presentes puede dar lugar a su junta que lo cierren.</u></p> <p>Las juntas con muchedumbres más grandes pueden requerir a oficiales de policía adicionales. Para mejorar ayunda usted con estos requisitos que usted necesita entrar en contacto con el departamento del policía de Lampasas cuanto antes para programar del oficial y el coste de esos servicios.</p> <p>Para asistirle en la conformación con esta condición el departamento del policía de Lampasas ha hecho a oficiales de policía certificados disponibles. Para programar a oficiales para su junta especial entre en contacto por favor:</p> <p style="text-align: center;">LAMPASAS POLICE DEPARTMENT Lampasas, TX 76550</p> <p>Tenga por favor la información siguiente disponible al llamar: Número de asistentes</p> <ol style="list-style-type: none"> 1) Número de los asistentes 2) Fecha y tiempo de su junta <p>Miramos adelante a trabajar con usted para hacer su junta el mejor.</p> <p>LAMPASAS POLICE DEPARTMENT Lampasas, TX 76550</p>
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CLOSURE

The City reserves the right to close all or any portion of Facilities, with or without notice. The City may inspect the rented Facilities prior to any event. The City is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from use of the Facilities and other portions of the Facilities caused by use of Renter, Renter’s members, or Renter’s invitees.

- a. The Renter agrees to close any or all of the rented Facilities and notify the City immediately for the following reasons:
 - i. An environment that would create dangerous condition if the Facilities are used.
 - ii. Glass or other debris that could create a dangerous condition to users.
 - iii. The existence of a public health or safety issue requiring the Facilities to be closed in the interest of participant safety and/or preservation of Facility integrity.
 - iv. Other unforeseen circumstances making use of the Facilities unsafe to the public or likely to cause damage to the property or injury to persons.

v. Damage in excess of minor damage (minor damage being damage which is less than \$10.00 in cost to repair) must be reported immediately and all activities which may further damage the property must be ceased.

b. It is the responsibility of Renter to inform participants, members and invitees of any closure decisions.

CANCELLATION

The City may cancel the use agreement at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The City shall not be responsible for any losses to the Renter as a result of the City terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter shall result may result in a forfeiture of deposit as detailed above.

CITY'S RIGHTS AND DUTIES

The City agrees that for the sole consideration expressed herein, Renter shall have use of the Facilities above. The City shall not charge any additional rental or admission fees to Renter, Renter's representatives or Renter's invitees except fees and costs as provided in the Rental Agreement. The City reserves the right to refuse to allow any Renter, Renter's representative or invitee to conduct any activities at Facilities if the City determines that the individual has not followed the rules and regulations of Facilities or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the Facilities.

FEES AND COSTS OF USAGE

The City shall have the right to review the costs of operating this Agreement, including electricity needs, water, sewer, garbage and maintenance costs and may make adjustments as approved by the City Council. The City Manager shall use best efforts to recommend any increases in fees during the annual budget for cost increases directly attributable to the operation and maintenance of the Facilities. The City shall notify Renter not later than October 31 of any increase in fees or costs. The City shall be reimbursed costs of damages to the Facilities associated with Renter's use of the Facilities. Renter shall not be responsible for more than the actual costs of repairing any Facilities. Renter shall not be responsible for ordinary wear and tear and may object to any charges for damages. The City Manager shall have the right to make the final decision for any appeal from a decision to charge Renter for repair costs to the Facilities. The appeal must be made within 10 days of the decision to charge for damages to the City Manager. The City reserves the right to refuse to further rent the Facilities to any individual and any entity which has failed to reimburse the City for costs of damages or any portion of a rental fee.

INSURANCE

Renter may be required to provide general liability insurance of the type and amount deemed appropriate by the Parks and Recreation Director as a condition of a Rental Agreement. Failure to provide adequate insurance may be a cause of the City to reject an application for rental. Any function which is used for fund raising, charges admission, is advertised as a public function, would attract a crowd of interested observers will be required to furnish a liability insurance policy. Sports activities requiring membership to participate will also be required to furnish a liability insurance policy. A certificate of liability insurance shall name the City as an additional insured and be provided 10 days in advance of a scheduled event. Minor events such as family reunions picnics, etc., do not require liability insurance unless open to the public.

NOTICES

Any notice required due to a defect or dangerous conditions shall be immediately provided to the City's Parks and Recreation Director, or designee. Renter shall provide the City with a written itemization of any damage resulting from Renter's use, including the activities of any guests, members, invitees, officers, employees, representatives, officers, directors or other agent of Renter, within 24 hours of the damage. Notice shall be mailed or hand delivered within 24 hours.

IMMUNITY

The facilities rented are recreational in nature. THE CITY'S IMMUNITY FROM SUIT AND DAMAGES INCLUDES SPECIFIC IMMUNITY FOR RECREATIONAL ACTIVITY, AS WELL AS OTHER GOVERNMENTAL IMMUNITY. The Renter, for itself, its officer, directors, agents, representatives, employees, members, visitors, contractors and subcontractors waives any further notice and shall as it deems appropriate notified and share the information concerning the City's immunity from suit and/or damages found in the Civil Practices and Remedies Codeas well as other common law and other statutory provisions. USE OF THE FACILITIES AND/OR RENTAL OF THE FACILITIES IN NO MANNER IS INTENDED BY THE CITY TO REDUCE, MODIFY OR OTHERWISE ABROGATE ANY FORM THE CITY'S IMMUNITY FROM SUIT OR DAMAGES. Renter agrees to take the premises "as is" and "where is" with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are in safe condition at all times.

INDEMNITY

Renter, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless the City and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of Renter, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which may arise out of or result from Renter's occupancy or use of the Facilities and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify City and its officers, directors, agents, representatives and employees against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Facilities arising as a result of Renter's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them.

TEXAS LAW GOVERNS

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Lampasas County, Texas. Venue shall lie exclusively in Lampasas County, Texas.

RESERVATION POLICIES

- Reservations are taken on a first paid, first served basis, and are not confirmed until the required deposit(s) is paid. The City reserves the right to establish annually renewed reservations for major events.
- Deposits and rentals must be paid separately.
- You must be at least 18 years of age to rent any facility.
- The City of Lampasas accepts cash, money orders, cashier's check, or credit card as form of payment.
- Rentals fees must be paid at the time of the deposit.
- Reservations of facilities must specify the times needed and which area is to be utilized to allow for more than one event to be held at Facilities. The City reserves the right to refuse any request for reservation of all or any portion of Facilities.
- The City reserves the right to cancel any event in which untrue information was given and/or if the event is felt to be detrimental to the operation of the Facilities and/or contrary to the rules and regulations governing the use of the Facilities or any City facility.

GENERAL RULES

(initial)

- ___ Renters are responsible for general cleanup of the facility (placement of all left-over food, garbage and unrecoverable decorations into trash bags and placed in the outside bins.) Cleanup is done the day/night of the event. Floors must be swept & mopped, kitchen and bathrooms cleaned, trash picked up, and all indoor and outdoor areas must be left in good order. (DO NOT SCOUR GRILL.) Renters should leave the facility as clean as when they entered the facility on the day of their rental
- ___ Music must be turned off by 12:00 midnight
- ___ All personal property must be removed at the time of clean-up.
- ___ Non-profit includes 501 (c)(3) corporations, governmental entities, volunteer groups who are able to provide documentation of non-profit intent or status.
- ___ Damage to the floors due to setup by the renter may result in forfeiture of the deposit.
- ___ Renters are responsible for set up and take down of tables and chairs. The Parks Department will set up and take down the stage and/or dance floor if rental includes those items.
- ___ Decorations must be done within the rented time and ALL decorations removed upon the end of the event.
- ___ DO NOT attach anything to the acoustical panels, ceiling or railings. The City is not responsible for items left in the Facilities.
- ___ Renters are responsible for the behavior of all attendees.
- ___ Candles or open flames must be approved by the Fire Marshal.
- ___ Any violation of any of the above conditions will result in forfeiture of the deposits and/or additional fees incurred to Renter.
- ___ Key must be returned by no later than noon the next business day following the event, or earlier if possible.
- ___ Absolutely, no food or drink on the stage.

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ACCEPTANCE

The City reserves the right to amend the rules and regulations at any time with or without notice. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use. The City of Lampasas does not discriminate on the basis of race, religion, sex, or national origin. City of Lampasas facilities may not be used for discriminatory, immoral, or illegal purposes.

Special Conditions:

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary):

The responsible person must be a minimum of 18 years of age. The City reserves the right to require additional proof of responsibility for non-standard rentals. The responsible person will be held accountable to the City Council for compliance with the outlined regulations and any other considerations that may be applicable. Sponsoring organizations, groups or individuals reserving the Facilities to sponsor any activity will be held as the liable party. The City is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facilities. Also, noted, that the City is not responsible, but that the entity or individual entering into the agreement for use of the Facilities may be responsible for any and all accident, injury or damage occurring at the Facility or in route to and/or from the Facilities, that are resulting from the consumption of alcohol at the Facilities. The Renter may be obligated to provide insurance. Teenage activities must have adult(s) present inside any building and also monitoring parking lot area and outside buildings.

A pre-rental inspection of all facilities to be rented must be performed on the Thursday before the day of the rental.

DEPOSIT POLICIES

In addition to the rental fees, all rental groups will be charged a separate security deposit for each rental. The deposit covers damage and clean up of the facility.

In addition to the provisions above, automatic forfeiture of the deposit will occur under the following conditions:

- **Building is left unsecured (unlocked).**
- **Key is not returned or is late.**
- **Smoking in the building.**
- **Use of fog/smoke machines.**
- **Use of rice, birdseeds, glitter, confetti, dance wax, corn meal or other substances.**
- **Alcohol being present in the building without proper security present.**
- **Setting off false fire alarms (which is, illegal and criminal charges may be filed).**
- **Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors, etc.)**
- **Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc.**
- **Any missing City property from the facility (tables, chairs, etc.)**
- **Excess trash left in the building or on the property.**
- **Failure to clean up the facility by the designated time.**
- **The required summoning of additional police officers due to the behavior of the participants.**

Renter's Signature of Acknowledgement of Forfeiture Policy

Date

DEPOSIT REFUNDS

Long term cancellation: Cancellation prior to 30 days from date of event shall be refunded at minimum 50%.

Short term cancellation: Cancellation within 30 days of the event is non-refundable.

Unless made within one week of the original reservation date, changes to long term reservations will be treated as a cancellation.

DRAFT

FACILITY RENTAL AGREEMENT

Date(s) of Rental: _____

Name of group or person renting facilities ("Renter"): _____

Billing Address: _____ City: _____ St: _____ Zip: _____

Contact/Responsible Person (for payments and compliance): _____

Contact Email: _____

Contact Phone: _____ Work Phone: _____ Cell Phone: _____

Contact Person #2 (if different from above) _____ Phone: _____

Beginning Time: _____ Ending Time: _____ (For purposes of this agreement a day shall

be from 6AM until 5:59AM the following morning.)

Function: (describe number of persons and the activities proposed) _____

Will alcohol be present: No Yes

The City of Lampasas Police Department requires that an officer be present at all times when alcohol is on the premise (see attached form from the Lampasas Police Department). Contact the City of Lampasas Police Department for detailed information regarding your event at 512-556-6831. We have the right to shut down your event if no security is present.

For after-hours maintenance issues during your event please contact Parks Superintendent

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit.

Signature (Responsible Person)

Date

HOSTESS HOUSE INSPECTION

Customer Name _____

Large Room	Staff (initials)	Renter (initials)	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Tables			
Chairs			

Small Room	Staff	Renter	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			

Kitchen	Staff	Renter	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Refrigerator-clean & debris free			
Stove-clean & debris free			
Counters-clean & debris free			
Sink-clean & debris free			

Restrooms	Staff	Renter	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Sinks & Mirrors-clean			
Commodes-clean			

Renter Signature

Facility Inspector Signature

Date: Pre- Inspection

Date Post-Inspection

**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, December 15, 2025
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 Pro Tem Kuehne presiding.

Council Members Present:

Eric Hernandez
Davis Keele
Dorothy Person
Charlie Pratus

City Staff Present:

Erin Corbell, Interim City Manager
Kayleigh Stanley, City Secretary
Jody Cummings, Police Chief
Bailey Carter, Recreation Specialist
Bart Baker, Fire Marshal

Council Members Absent:

Mayor Pearce
Edward Gold

WORKSHOP SESSION

1. Call to Order Workshop Session

Mayor Pro Tem Kuehne called the Workshop Session to order at 5:32pm.

2. Discussion regarding any item on the Regular Session for December 15, 2025.

N/A

3. Discussion regarding any item **not included on the Regular Session for December 15, 2025, for consideration on a future agenda. No action can be taken by City Council.**

N/A

4. Adjourn Workshop Session

Council member Hernandez made a motion to adjourn Workshop at 5:32pm, the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Pearce and Gold absent)

REGULAR SESSION

A. Call to Order

Mayor Pro Tem Kuehne called the Regular Session to order at 5:32 p.m.

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

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

2.0	CONSENT AGENDA
2.1	Discussion and possible action regarding approval of minutes of the Regular Meeting held on December 8, 2025.
2.2	Discussion and possible action regarding the second reading of an Ordinance amending Appendix A of the City code (Fee Schedule), concerning fees for Chapter 2: Administration (Article VIII. Fire Department Facility Use), Chapter 14: Aviation, Chapter 18: Buildings and Building Regulations, Chapter 54: Parks and Recreation and Chapter 82: Utilities, all of which are further detailed on exhibit “A” of this Ordinance; Providing for repeal of conflicting ordinances; providing a severability clause; and providing an effective date.
2.3	Discussion and possible action regarding the second reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request to rezone property described as 1.79 acres, 1514 E Ave A Lampasas, Texas Lampasas County from Single Family Residential-6 “SF-6” to Single Family Residential-6 “SF-6” with a Mobile Home Overlay “MHO”.
2.4	Discussion and possible action regarding the second reading of an Ordinance amending the Lampasas Code of Ordinances, regarding a request to rezone property from Retail “R” to Retail “R” with a Planned Development “PD” Overlay. The property is described as lots 4, 7, 8, 9, 10, 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.
2.5	Discussion and possible action regarding the second reading of an Ordinance amending the Lampasas Code of Ordinances, regarding Mobile Food Vendor Unit Hours of Operation, Section 22-322 – of the Lampasas Code of Ordinances; concerning the allowed hours of operation for mobile food vendor units; providing a severability clause; and providing an effective date.

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

4.0	NEW BUSINESS
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4.1	Discussion and possible action regarding an Ordinance amending the adopted budget for the Municipal Government of the City of Lampasas for the Fiscal Year of October 1, 2025 to September 30, 2026.
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Council member Hernandez made a motion to approve the first reading of an Ordinance amending the adopted budget for the Municipal Government of the City of Lampasas for the Fiscal Year of October 1, 2025 to September 30, 2026, the motion was seconded by Council member Person and with a unanimous vote, the motion carried. (Pearce and Gold absent)

4.2	Discussion and possible action regarding the approval of a bid from Silsbee Ford in the amount of \$69,623.00 for a 2026 Ford Interceptor for the Police Department.
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Council member Person made a motion to approve a bid from Silsbee Ford in the amount of \$69,623.00 each, total of \$139,246.00, for two 2026 Ford Interceptors for the Police Department the motion was seconded by Council member Keele and with a unanimous vote, the motion carried. (Pearce and Gold absent)

Adjourn into Executive Session

No motion to adjourn into Executive Session was made.

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).
5.2	Section 551.074 (personnel matters), to deliberate the appointment, employment, evaluation, reassignment, duties, or discipline of a public officer or employee; City Manager and other personnel matters as allowed by Texas Government Code, Chapter 551, et seq.
5.3	Section 551.086 (Relating to the authority of public power utility governing bodies to deliberate regarding competitive matters) - Utilities

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

N/A

Adjourn

Council member Keele moved to adjourn at 5:45pm. The motion was seconded by Council member Hernandez and with a unanimous vote, the motion carried. (Pearce and Gold absent)

PASSED AND APPROVED this _____ day of _____, 2025.

Herb Pearce, Mayor

ATTEST

Kayleigh Stanley, City Secretary

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

Subject:

Discussion and possible action regarding the second reading of an Ordinance amending the Adopted Budget for the Municipal Government of the City of Lampasas for the Fiscal Year of October 1, 2025 to September 30, 2026

Requested By: Erin Harrison, Finance Director

Submitted By: Erin Harrison, Finance Director

Date Submitted: December 10, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: Ordinance

Summary Statement:

Staff has been working since July 2025 to identify damages to public property that qualify for assistance from FEMA and TDEM after the flooding events from this summer. Staff has prepared and qualified a list of projects, and are preparing to begin bidding processes for these projects. The City will need to amend the FY26 budget to begin appropriations for the repairs.

The total anticipated amount for the projects is \$1,400,000. FEMA will reimburse 75% of the expenditures for the repairs. See Attachment A.

The anticipated net reduction to Fund Balance is \$278,350.

Recommendation:

Motion to approve the second reading of an ordinance amending the adopted budget for the Municipal Government of the City of Lampasas for the Fiscal Year of October 1, 2025 through September 30, 2026.

AN ORDINANCE AMENDING THE ADOPTED BUDGET FOR THE MUNICIPAL GOVERNMENT OF THE CITY OF LAMPASAS FOR THE FISCAL YEAR OF OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

WHEREAS, the City Council of the City of Lampasas, Texas finds it to be in the best interest of the public safety and welfare to revise certain appropriations in the Fiscal Year 2025-2026 Budget in accordance with the changes noted on Exhibit A, attached hereto and incorporated for all purposes herein; and

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

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

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

1. **That** the matters and facts recited in the preamble hereby are hereby found and determined to be true and correct.
2. **That** the proposed budget amendment for the Fiscal Year 2025-2026, which is shown and detailed on the attached Exhibit A, is hereby adopted and approved as the FY 2025-2026 Amended Budget of the City of Lampasas and that a copy of the budget amendment be attached to and made a part of the budget as originally adopted.
3. **That** the detail in Exhibit A outlines the addition to the General Fund and the Golf Course Fund. The additions will be covered by a draw down of the General Fund balance in anticipation of reimbursements for repairs stemming from July 2025 flooding.
4. If any provision, section, subsection, sentence, clause, or phase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion thereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion thereof, and all provisions of this ordinance are declared severable for that purpose.

Read and Approved on First Reading on this the _____ Day of December, 2025.

Read and Adopted on Second Reading on this the _____ Day of January, 2026.

ATTEST:

Herb Pearce, Mayor

Kayleigh Stanley, City Secretary

APPROVED AS TO FORM:

Jo Christy Brown, City Attorney


City Manager

ITEM NO. 2.3

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

Subject:

Discussion and possible action regarding purchases and charges in excess of \$4,000 for December 2025.

Requested By: Erin Harrison, Interim Finance Director

Submitted By: Erin Harrison, Interim Finance Director

Date Submitted: January 6, 2026

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: A/P History Check Report

Summary Statement:

The Check History Report presents the detail of individual charges and amounts for all checks over \$4,000 for the period of December 2025.

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-EW710135164986	ELECTRIC BILL	E	12/19/2025	569,417.50		000145		569,417.50
84250	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMR202511038611	RETIREMENT CONTRIBUTIONS	D	12/03/2025	1,241.37		000320		
I-TMR202511148616	RETIREMENT CONTRIBUTIONS	D	12/03/2025	66,320.29		000320		
I-TMR202511198617	RETIREMENT CONTRIBUTIONS	D	12/03/2025	29,568.79		000320		
I-TMR202511268618	RETIREMENT CONTRIBUTIONS	D	12/03/2025	68,562.94		000320		165,693.39
27050	IRS-PAYROLL TAXES							
I-T1 202512118628	FEDERAL WITHHOLDING	D	12/12/2025	25,673.70		000323		
I-T3 202512118628	FICA TAX	D	12/12/2025	34,837.88		000323		
I-T4 202512118628	MEDICARE TAX	D	12/12/2025	8,147.54		000323		68,659.12
27050	IRS-PAYROLL TAXES							
I-T1 202512238629	FEDERAL WITHHOLDING	D	12/26/2025	21,360.84		000324		
I-T3 202512238629	FICA TAX	D	12/26/2025	31,405.78		000324		
I-T4 202512238629	MEDICARE TAX	D	12/26/2025	7,344.92		000324		60,111.54
17865	COLONIAL LIFE & ACCIDENT							
I-AC1202511148616	ACCIDENT INSURANCE	R	12/03/2025	604.02		184533		
I-AC2202511268618	ACCIDENT INSURANCE	R	12/03/2025	604.03		184533		
I-AC3202511148616	ACCIDENT INSURANCE	R	12/03/2025	725.95		184533		
I-AC3202511268618	ACCIDENT INSURANCE	R	12/03/2025	725.95		184533		
I-CN1202511148616	CANCER INSURANCE	R	12/03/2025	400.58		184533		
I-CN2202511268618	CANCER INSURANCE	R	12/03/2025	400.64		184533		
I-HO1202511148616	HOSPITAL INCOME PREMIUM	R	12/03/2025	79.76		184533		
I-HO3202511148616	HOSPITAL INCOME - PRETAX	R	12/03/2025	212.37		184533		
I-HO3202511268618	HOSPITAL INCOME - PRETAX	R	12/03/2025	212.37		184533		
I-HOS202511268618	HOSPITAL INCOME - PRETAX	R	12/03/2025	79.79		184533		
I-LF3202511268618	UNIV/COL LIFE AFTER TAX	R	12/03/2025	974.91		184533		
I-LF7202511148616	NON-PRETAX LIFE INSURANCE	R	12/03/2025	949.64		184533		
I-LF8202511148616	AFTER TAX COLONIAL PRODUCTS	R	12/03/2025	1,515.37		184533		
I-LF8202511268618	AFTER TAX COLONIAL PRODUCTS	R	12/03/2025	1,515.37		184533		
I-LP1202511148616	PRETAX LPSD DISABILITY	R	12/03/2025	0.01		184533		
I-LP3202511148616	LPSD DISABILITY AFTERTAX	R	12/03/2025	44.17		184533		
I-LP3202511268618	LPSD DISABILITY AFTERTAX	R	12/03/2025	44.17		184533		9,089.10
03376	PRINCIPAL LIFE INSURANCE COMPA							
I-202512028620	PRINCIPAL LIFE INSURANCE COMPA	R	12/03/2025	517.62		184543		
I-DN1202511148616	EMPLOYEE SHARE HEALTH INSUR	R	12/03/2025	996.97		184543		
I-DN2202511268618	EMPLOYEE SHARE HEALTH INSUR	R	12/03/2025	996.97		184543		
I-GDC202511268618	DENTAL INSURANCE PREMIUM	R	12/03/2025	1,393.60		184543		
I-GDE202511268618	DENTAL INSURANCE PREMIUM	R	12/03/2025	1,335.84		184543		
I-GDF202511268618	DENTAL INSURANCE PREMIUM	R	12/03/2025	1,956.96		184543		
I-GDS202511268618	DENTAL INSURANCE PREMIUM	R	12/03/2025	529.92		184543		
I-GVC202511268618	VISION INSURANCE PREMIUM	R	12/03/2025	180.48		184543		
I-GVE202511268618	VISION INSUR PREMIUM	R	12/03/2025	265.92		184543		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-GVF202511268618		VISION INSURANCE PREMIUM	R	12/03/2025	257.75		184543
	I-GVS202511268618		VISION INSURANCE PREMIUM	R	12/03/2025	104.16		184543
	I-VS1202511148616		EMPLOYEE SHARE HEALTH PLAN	R	12/03/2025	95.85		184543
	I-VS1202511268618		EMPLOYEE SHARE HEALTH PLAN	R	12/03/2025	0.95		184543
	I-VS2202511268618		EMPLOYEE SHARE HEALTH INSUR	R	12/03/2025	96.80		184543
								8,729.79
74775			SCOTT & WHITE HEALTH PLAN					
	I-202512038621		SCOTT & WHITE HEALTH PLAN	R	12/03/2025	13,985.54		184558
	I-CCC202511268618		HEALTH INSURANCE PREMIUM	R	12/03/2025	12,113.88		184558
	I-CCE202511268618		HEALTH INSURANCE PREMIUM	R	12/03/2025	13,783.94		184558
	I-CCF202511268618		HEALTH INSURANCE PREMIUMS	R	12/03/2025	5,043.60		184558
	I-CCS202511268618		HEALTH INSURANCE PREMIUM	R	12/03/2025	3,381.21		184558
	I-HE1202511268618		HEALTH INSURANCE PREMIUM	R	12/03/2025	8,088.48		184558
	I-HEA202511148616		EMPLOYEE SHARE HEALTH INSURANC	R	12/03/2025	15,224.44		184558
	I-HEA202511268618		EMPLOYEE SHARE HEALTH INSURANC	R	12/03/2025	206.55		184558
	I-HEC202511268618		EMPLOYEE SHARE HEALTH INSURANC	R	12/03/2025	15,430.99		184558
	I-HI1202511268618		CITY HEALTH INSURANCE	R	12/03/2025	26,278.34		184558
	I-HID202511268618		CITY HEALTH INSURANCE	R	12/03/2025	21,320.04		184558
	I-HIE202511268618		EMPLOYEE CITY HEALTH CONTRIB	R	12/03/2025	30,853.35		184558
								165,710.36
00981			ACT PIPE & SUPPLY LTD					
	I-S101290905.001		MANHOLE COVER AND RING	R	12/08/2025	1,052.16		184562
	I-S101293604.001		6" C900 PIPE	R	12/08/2025	2,006.00		184562
	I-S101293793.001		WATER APPURTENANCES	R	12/08/2025	1,076.90		184562
								4,135.06
02692			APSCO INC./BROWNWOOD PLUMBING					
	I-S1534751.003		TAP SLEEVE AND VALVE	R	12/08/2025	2,279.42		184572
	I-S1534964.002		8" HULK COUPLING	R	12/08/2025	262.50		184572
	I-S1540324.002		4" CUT IN SLEEVE	R	12/08/2025	505.20		184572
	I-S1541511.001		6" MAX ADAPTER	R	12/08/2025	500.00		184572
	I-S1541511.002		6" SDR 26 SEWER PIPE	R	12/08/2025	841.40		184572
	I-S1541726.001		6" C900 DR18	R	12/08/2025	1,884.00		184572
	I-S1541894.001		6" MJ X FLG GATE VALVE	R	12/08/2025	1,729.04		184572
								8,001.56
4100			AVFUEL INC					
	I-023516241		AIRPORT FUEL	R	12/08/2025	24,394.11		184576
								24,394.11
02344			BRENNTAG SOUTHWEST INC					
	I-BSW664559		BLEACH 190 ENTRY POINT	R	12/08/2025	2,238.31		184578
	I-BSW664560		BLEACH 580 ENTRY POINT	R	12/08/2025	2,466.34		184578
	I-BSW665083		LAS 580 INJ POINT	R	12/08/2025	1,640.82		184578
	I-BSW665084		LAS 190 INJ SITE	R	12/08/2025	1,588.04		184578
								7,933.51

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02469	BUREAU VERITAS NORTH AMERICA I							
I-RI 25039562	PROJECT 2025-	R	12/08/2025	4,817.16		184580		
I-RI 25042987	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042988	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042989	PROJECT 2025-	R	12/08/2025	380.19		184580		
I-RI 25042990	PROJECT 2025-	R	12/08/2025	175.95		184580		
I-RI 25042991	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042992	PROJECT 2025-	R	12/08/2025	184.35		184580		
I-RI 25042993	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042994	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042995	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042996	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042997	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042998	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25042999	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25043000	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25043001	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25043002	PROJECT 2025-	R	12/08/2025	160.00		184580		
I-RI 25043003	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25043004	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25043005	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25043006	PROJECT 2025-	R	12/08/2025	160.00		184580		
I-RI 25043007	PROJECT 2025-	R	12/08/2025	117.15		184580		
I-RI 25043008	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI 25043009	PROJECT 2025-	R	12/08/2025	76.92		184580		
I-RI25039562	AUG 2025 INSPECTIONS	R	12/08/2025	4,817.16		184580		
I-RI25042987	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042988	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042989	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	380.19		184580		
I-RI25042990	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	175.95		184580		
I-RI25042991	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042992	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	184.35		184580		
I-RI25042993	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042994	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042995	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042996	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042997	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042998	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25042999	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25043000	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25043001	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25043002	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	160.00		184580		
I-RI25043003	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25043004	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25043005	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25043006	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	160.00		184580		
I-RI25043007	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	117.15		184580		
I-RI25043008	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		
I-RI25043009	BUREAU VERITAS NORTH AMERICA I	R	12/08/2025	76.92		184580		14,604.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26599	FERGUSON ENTERPRISES INC							
I-1369963	FIRE HYDRANT	R	12/08/2025	3,198.36		184600		
I-1384342	BUTYL TAPE	R	12/08/2025	120.00		184600		
I-1384650	6 C900 PVC PIPE	R	12/08/2025	1,888.00		184600		
I-1384878	RAM NECK SEALER	R	12/08/2025	148.09		184600		
I-1384926	WATER APPURTENANCES	R	12/08/2025	1,962.22		184600		7,316.67
02860	FUELMAN							
I-NP69518788	FUELMAN	R	12/08/2025	11,824.01		184603		11,824.01
03280	GERBER COLLISION & GLASS							
I-5701014426	CLAIM TX244409	R	12/08/2025	13,132.73		184606		
I-5701014500	UNIT 15 VEHICLE REPAIRS	R	12/08/2025	9,332.79		184606		22,465.52
35299	HACH COMPANY							
I-14760348	DO METER SENSOR CAPS	R	12/08/2025	234.05		184609		
I-14760767	HACH ANNUAL SERVICE AGRE	R	12/08/2025	24,289.00		184609		24,523.05
52200	LAMPASAS PUBLIC UTILITIES							
I-11262025	NOVEMBER 2025	R	12/08/2025	42,106.84		184633		42,106.84
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29882	APRIL 2025 INVOICE	R	12/08/2025	3,045.00		184644		
I-29883	MAY 2025 INVOICE	R	12/08/2025	5,302.50		184644		
I-29886	INV 29886 SEPT 2025	R	12/08/2025	5,670.00		184644		14,017.50
02250	MOTOROLA SOLUTIONS, INC.							
I-1187160366	BODY WORN CAMERA MANAGER	R	12/08/2025	18,216.00		184653		
I-8282233428	PORTABLE CARRY SOLUTION 2	R	12/08/2025	570.90		184653		
I-8282240101	PORTABLE CARRY SOLUTION	R	12/08/2025	342.35		184653		19,129.25
73090	SAM'S CLUB							
I-10357407732	TABLES AND CHAIRS	R	12/08/2025	9,093.00		184662		9,093.00
01505	TEXAS COMMISSION ON ENVIRONMEN							
I-BWM0030249	ANNUAL WATER RIGHTS	R	12/08/2025	50.00		184671		
I-BWM0030250	ANNUAL WATER RIGHTS	R	12/08/2025	1.18		184671		
I-BWM0030251	ANNUAL WATER RIGHTS	R	12/08/2025	50.00		184671		
I-BWM0030252	ANNUAL WATER RIGHTS	R	12/08/2025	897.27		184671		
I-BWM0030253	ANNUAL WATER RIGHTS	R	12/08/2025	50.00		184671		
I-BWM0030254	ANNUAL WATER RIGHTS	R	12/08/2025	43.53		184671		
I-BWM0030255	ANNUAL WATER RIGHTS	R	12/08/2025	4.77		184671		
I-BWM0030256	ANNUAL WATER RIGHTS	R	12/08/2025	2.10		184671		
I-CWQ0080356	WWTP PERMIT	R	12/08/2025	11,360.20		184671		12,459.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
91599	VERIZON WIRELESS							
I-6128707706	TELEPHONE SERVICE	R	12/08/2025	4,113.77		184680		4,113.77
02754	MASTERCARD							
C-11052025	HOLIDAY INN EXPRESS CREDI	R	12/11/2025	20.00CR		184707		
C-11052025*	HOLI INN EXPR CREDIT	R	12/11/2025	20.00CR		184707		
C-11052025**	HOLI INN EXP CRED	R	12/11/2025	19.33CR		184707		
C-11172025	FINANCE CHARGE CREDIT	R	12/11/2025	47.29CR		184707		
C-11252025	CREDIT	R	12/11/2025	20.00CR		184707		
I-000002485E	JACOB LICENSE RENEWAL FEE	R	12/11/2025	113.75		184707		
I-000003146E	LICENSE RENEWAL FEE	R	12/11/2025	113.75		184707		
I-00418E	ANIMAL CONTROL APPERCIATI	R	12/11/2025	137.31		184707		
I-00872E 11082025	DECORATION FOR PD-CHRISTM	R	12/11/2025	78.69		184707		
I-01336E	CHRISTMAS LIGHTS	R	12/11/2025	79.52		184707		
I-01428E	EMPLOYEE APPREC, CANDY	R	12/11/2025	106.99		184707		
I-01790E	AIR DUST	R	12/11/2025	18.27		184707		
I-01791E	MICROWAVE FOR HOSTESS	R	12/11/2025	185.00		184707		
I-01803E	METER READER SUPPLIES	R	12/11/2025	126.50		184707		
I-01874E	LUNCH PROVIDED AFTER TOYR	R	12/11/2025	90.04		184707		
I-01919E	WATER REFILLS	R	12/11/2025	8.90		184707		
I-02010E	EMPLOYEE APPREC LUNCHEON	R	12/11/2025	57.10		184707		
I-02578E	ELECTROLYTE DRINKS	R	12/11/2025	168.93		184707		
I-02602E	CHRISTMAS DECOR	R	12/11/2025	90.20		184707		
I-02824E	MASTERCARD	R	12/11/2025	173.04		184707		
I-02850E	MASTERCARD	R	12/11/2025	558.09		184707		
I-10012025	SEPT INTEREST CHARGED	R	12/11/2025	24.48		184707		
I-10312025	LICENSE RENEWAL	R	12/11/2025	113.75		184707		
I-11092025	BOWS/COFFEE CUPS	R	12/11/2025	29.91		184707		
I-11142025	VAN WW LICENSE RENEWAL	R	12/11/2025	111.00		184707		
I-118803651	TABLES AND CHAIRS	R	12/11/2025	2,800.15		184707		
I-118840733	TABLE STORAGE CART	R	12/11/2025	1,046.30		184707		
I-146	DINNER FOR STAFF	R	12/11/2025	78.82		184707		
I-200007912	KADE COLEMAN CLASS	R	12/11/2025	505.00		184707		
I-200007913	KADE COLEMAN CLASS	R	12/11/2025	505.00		184707		
I-23834341	MASTERCARD	R	12/11/2025	483.33		184707		
I-300006001	MEMBERSHIP/BAILEY	R	12/11/2025	100.00		184707		
I-41439453	JOHNSTONE HOTEL STAY	R	12/11/2025	326.72		184707		
I-467468	NOTARY RENEWAL - V TOWER	R	12/11/2025	109.95		184707		
I-53WYDMG3B	BRADLEYS HOTEL FOR TRAINI	R	12/11/2025	388.42		184707		
I-60533915	MASTERCARD	R	12/11/2025	532.05		184707		
I-86663399	MASTERCARD	R	12/11/2025	561.27		184707		
I-8894	CLiC VIRTUAL WORKSHOP	R	12/11/2025	25.00		184707		
I-92783432	HOTEL FOR HERRING	R	12/11/2025	821.10		184707		
I-CS-04A66-0978	WEBSITE STOCK IMAGES	R	12/11/2025	29.00		184707		
I-D1044	AIRPORT WINDSOCK	R	12/11/2025	239.95		184707		
I-DS001338599	DROPSSEND LITE	R	12/11/2025	45.00		184707		
I-DS001342217	DROP SEND LITE	R	12/11/2025	45.00		184707		
I-W8728367	MASTERCARD	R	12/11/2025	447.65		184707		11,348.31

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03955	BLUEBONNET MOTORS INC							
I-2026	FORD # 7371 TRUCK	R	12/17/2025	63,507.75		184756		63,507.75
03273	DELL MARKETING LP							
I-10851390122	REPLACEMENT PCS	R	12/17/2025	16,857.70		184765		16,857.70
01680	ECKERMANN ENGINEERING INC							
I-2888	580 EASEMENT	R	12/17/2025	1,820.00		184768		
I-2892	TACO BELL SEWER LINE	R	12/17/2025	3,300.00		184768		5,120.00
03870	FRONTIER WASTE TEXAS HOLDCO, L							
I-7826333	COLLECTION CENTER	R	12/17/2025	1,414.40		184772		
I-7826334	RECYCLE CENTER	R	12/17/2025	609.20		184772		
I-7826335	SPRING ST CLEAN UPQ	R	12/17/2025	733.00		184772		
I-7898914	FRONTIER WASTE TEXAS HOLDCO, L	R	12/17/2025	136,218.86		184772		
I-7900242	COLLECTION CENTER	R	12/17/2025	1,554.80		184772		140,530.26
02202	H & H TREE SERVICE INC							
I-12102025	TREE REMOVAL	R	12/17/2025	2,000.00		184778		
I-12162025	TREES REMOVAL	R	12/17/2025	3,000.00		184778		5,000.00
40596	HINDS PAVING							
I-15942	CONCRETE MAINT FOR C.H.	R	12/17/2025	6,747.00		184785		6,747.00
47585	KEMPNER WATER SUPPLY CORP							
I-11302025	KEMPNER WATER SUPPLY CORP	R	12/17/2025	19,146.97		184798		19,146.97
47585	KEMPNER WATER SUPPLY CORP							
I-11302025*	KEMPNER WATER SUPPLY CORP	R	12/17/2025	56,819.08		184799		56,819.08
02426	LOWER COLORADO RIVER AUTHORITY							
I-T4T10003373	BUCKET REPAIRS	R	12/17/2025	19,079.57		184811		19,079.57
02250	MOTOROLA SOLUTIONS, INC.							
I-1411220282	VIDEOMANAGER EL CLOUD ANN	R	12/17/2025	6,811.92		184821		
I-1411220282*	VIDEOMANAGER EL CLOUD ANN	R	12/17/2025	6,811.92		184821		13,623.84
02501	SHI GOVERNMENT SOLUTIONS							
I-GB00572614	MIC OFFICE STD 2024	R	12/17/2025	4,820.55		184841		
I-GB00577935	HAVIS POWER CABLE	R	12/17/2025	218.40		184841		5,038.95
03406	WELLS FARGO FINANCIAL LEASING							
I-5036796428	2022 JOHN DEERE LEASE	R	12/17/2025	2,750.00		184860		
I-5036796429	JOHN DEERE LEASE	R	12/17/2025	1,470.00		184860		4,220.00

VENDOR SET: 99 CITY OF LAMPASAS
BANK: FSB BANCORPSOUTH
DATE RANGE:12/01/2025 THRU 12/31/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02692	APSCO INC./BROWNWOOD PLUMBING							
I-S1544118.001	18" HYMAX COUPLING	R	12/23/2025	6,116.84		184879		
I-S1544749.002	3/4 FIP X CTS CURB STOP	R	12/23/2025	477.68		184879		6,594.52
01344	CORE & MAIN LP							
I-X860018	WILLIS HYDRANT PROJECT	R	12/23/2025	6,195.36		184887		
I-Y129854	WATER APPURTENANCES	R	12/23/2025	1,940.00		184887		
I-Y137197	WATER APPURTENANCES	R	12/23/2025	1,964.00		184887		
I-Y138555	WATER APPURTENANCES	R	12/23/2025	658.90		184887		10,758.26
01488	LAW OFFICES OF JO-CHRISTY BROW							
I-29887	INVOICE 29887	R	12/23/2025	8,610.00		184903		8,610.00
00899	TEXAS ELECTRIC COOP INC							
I-INV01795327	750KVA	R	12/23/2025	31,860.00		184918		
I-INV01796262	NYLON SLINGS	R	12/23/2025	68.15		184918		31,928.15

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	35	834,577.39	0.00	834,577.39
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	294,464.05	0.00	294,464.05
EFT:	1	569,417.50	0.00	569,417.50
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FSB	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			39	1,698,458.94	0.00	1,698,458.94
BANK: FSB	TOTALS:		39	1,698,458.94	0.00	1,698,458.94
REPORT TOTALS:			39	1,698,458.94	0.00	1,698,458.94

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 12/01/2025 THRU 12/31/2025
CHECK AMOUNT RANGE: 4,000.01 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

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

Subject:

Discussion and possible action regarding approval to declare a 2005 John Deere 3225C Lightweight Fairway Mower as surplus fleet and allow staff to dispose of according to State law.

Requested By: Steven Knowlton, Parks and Rec Superintendent

Submitted By: Kayleigh Stanley, Golf Course Manager

Date Submitted: December 2, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: Photos

Summary Statement:

This equipment was removed from service in 2019 due to cutting units needing to be replaced. Cost of repair supersedes the value of the mower. Staff feels it is in the best interest to dispose of the vehicle as State Law allows.

Recommendation:

To consider a motion to declare a 2005 John Deere 3225C Lightweight Fairway Mower as surplus fleet and allow staff to dispose of as State Law allows.

Generic Inspection Form

Inventory ID: _____

Asset Number _____

Anticipated Sale Price: _____

Short Description: _____

Year _____

Manufacturer _____

Model _____

Please fill in or check if apply

Long Description:

This Equipment: Is Operable Is Not Operable For Parts Only Needs Repair The Condition is Unknown

Hours: _____ This equipment was maintained every _____ Hours Days

Serial # _____

Repairs needed: _____

Description of Use

Color _____ Cloth Vinyl Leather Metal Plastic Wood Rubber

Minor damage to: _____

Major damage to: _____

Size: Length: Feet: _____ Inches: _____ Width/Depth: Feet: _____ Inches: _____ Height: Feet: _____ Inches: _____

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: Is Operable Needs repair Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: Is Operable Needs repair Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: Is Operable Needs repair Unknown Condition

Description: _____

Comments:

Location of Asset: _____

For more information contact: _____


City Manager

ITEM NO. 4.2

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

Subject:

Discussion and possible action regarding approval to declare a 2007 Kubota Zero Turn Mower as surplus fleet and allow staff to dispose of according to State law.

Requested By: Steven Knowlton, Parks and Rec Superintendent

Submitted By: Kayleigh Stanley, City Secretary

Date Submitted: December 2, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: Photos

Summary Statement:

This equipment was removed from service in 2024 due to a blown head gasket and a few additional mechanical issues. The cost of repair supersedes the value of the mower. Staff feels it is in the best interest to dispose of the vehicle as State Law allows.

Recommendation:

To consider a motion to declare a 2007 Kubota Zero Turn Mower as surplus fleet and allow staff to dispose of as State Law allows.

Generic Inspection Form

Inventory ID: _____

Asset Number _____

Anticipated Sale Price: _____

Short Description: Kabota Zero Turn Mower

Year 2007

Manufacturer Kabota

Model ZD331lp-72

Please fill in or check if apply

Long Description:

This Equipment: Is Operable Is Not Operable For Parts Only Needs Repair The Condition is Unknown

Hours: 1302 This equipment was maintained every _____ Hours Days

Serial # 12681

Repairs needed: Head Gasket

Description of Use

Used to mow parks facilities.

Color Orange Cloth Vinyl Leather Metal Plastic Wood Rubber

Minor damage to: body

Major damage to: engine/head gasket

Size: Length: Feet: _____ Inches: _____ Width/Depth: Feet: _____ Inches: _____ Height: Feet: _____ Inches: _____

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: Is Operable Needs repair Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: Is Operable Needs repair Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: Is Operable Needs repair Unknown Condition

Description: _____

Comments:

Location of Asset: 2351 FM 580 West Lampasas TX, 76550

For more information contact: Steven Knowlton 512-734-6012


City Manager

ITEM NO. 4.3

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

Subject:

Discussion and possible action regarding the approval of proposal from Jones-Heroy and Associates regarding the HWY 190 and FM 580 Entry Point Improvement Project.

Requested By: Stephen Sewell, Director of Public Works

Submitted By: Stephen Sewell, Director of Public Works

Date Submitted: December 12, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

The funding is secured and budgeted in the 2026 annual budget for Buildings and Grounds.

Attachments: JHA Engineering Proposal

Summary Statement:

The full scope of the Entry Point Improvement Project allows for effective mixing of disinfectant in the Drinking Water System, provides a solution to staff safety issues, and ensures for significant long-term use. The attached proposal serves as the introduction of the much larger project and includes:

- 1.) Task 1: Land and Easement Acquisition Support
- 2.) Task 2A: Project Management (Design Phase)
- 3.) Task 2B: Design Plans & Specifications (Design Phase)

Recommendation:

Staff recommends to approve the HWY 190 and FM 580 Entry Point Improvement proposal from Jones-Heroy and Associates for \$234,000.



JONES - HEROY & ASSOCIATES, INC.

December 10, 2025

Mr. Stephen Sewell
Public Works Director
City of Lampasas
312 East Third Street
Lampasas, Texas 76550

Re: **City of Lampasas**
Hwy 190 and FM 580 Entry Point Improvements
Land Acquisition and Design Phase
Proposal for Professional Services

Dear Mr. Sewell:

Jones – Heroy & Associates, Inc. (JHA) appreciates the opportunity to submit this proposal to the City of Lampasas (City) for professional engineering services. This scope of services includes land acquisition support, project management, and engineering design services necessary to upgrade the City’s existing chloramine injection facilities at each of the Kempner Water Supply Corporation (KWSC) Hwy 190 and FM 580 entry points into the City’s water system. It is anticipated that bidding and construction administration phase services will be authorized under separate agreement.

The Project will generally include a new chemical building to house liquid chlorine and ammonia storage and pumping equipment; a new concrete vault with a static mixer, sampling ports, injection ports, a motor operated butterfly valve, and a check valve; yard piping, valves, and wet connections to the existing concrete water mains; repair and decommissioning of the existing injection vaults and piping in the ROW; and sitework to include fencing, access driveways, and lighting at each of the two sites. The Engineer’s Estimate of Probable Construction Cost for the proposed improvements is \$3,727,000. The Project will be designed and bid to allow the City the option to defer construction of the new chemical buildings and associated chemical storage and pumping equipment at one or both of the sites, which has an estimated construction value of \$2,226,000.

SCOPE OF SERVICES:

Task 1: Land and Easement Acquisition Support

The City’s existing water mains and chemical injection vaults at the Hwy 190 and FM 580 entry points are located within TxDOT Right-of-Way (ROW) limits. The City desires to acquire additional land and/or easements to construct the proposed improvements outside of the ROW limits. JHA will assist the City in acquiring additional land at each of the entry point sites, to include the following tasks:

1. Data collection to determine property owners, existing easement limits and utility locations, potential site layout options, and proposed land acquisition needs.

2. Coordination with City staff to discuss findings and to determine a course of action.
3. If necessary, coordination with property owner(s) to discuss project scope, project objectives, and property owner's concerns. JHA assumes the City will be responsible for direct communication and price negotiations with the property owner(s).
4. Survey the property boundary and establish a metes and bounds for the proposed land acquisition and/or easement limits.
5. If necessary, prepare a subdivision plat for the proposed land acquisition.

The above scope does not guarantee the City will be able to obtain the necessary land without the use of eminent domain.

Task 2: Design Phase

Task 2A: Project Management

JHA will provide overall management support and shall serve as the primary point of contact to the City for the duration of the design phase of the Project. The project will involve a multi-discipline team including City and KWSC staff, engineers, surveyors, inspectors, and contractors. Project management services will generally include the following:

1. Lead and manage a team of sub-consultants by communicating internally to ensure project requirements and timelines are achieved.
2. Coordinate with project stakeholders for duration of project.
3. Coordinate and conduct project meetings to obtain input and decisions from City and KWSC staff.
4. Provide project status reports to the City as necessary which will include a summary of the project tasks, work completed to date, work scheduled for the upcoming month, and a list of needed items which may be required from the City.

Task 2B: Design Plans and Specifications

JHA will provide design plans and specifications that will generally include the following project tasks:

1. Conduct a site visit and collect available data pertaining to the Project sites which, in the opinion of the Engineer, will be required for design.
2. JHA will subcontract with Cuplin & Associates, Inc. (Cuplin) for surveying services to include a design/topographic survey at each of the Project sites. The topographic survey will identify visible features, existing utilities, and will locate existing boundary lines as necessary. Texas 811 will be contacted to mark existing utilities prior to beginning the field work. Surface elevations will be collected to produce one-foot contours for the Project sites, as required.
3. JHA will subcontract with MLA Laboratories (MLA) for geotechnical investigation and foundation design recommendation services, to include up to four (4) borings in general proximity to the proposed structures.

4. Winter Engineering (Winter) will be subcontracted to support the structural design needs of the proposed foundations and buildings, to include a compliance review by the Texas Department of Licensing and Regulation (TDLR).
5. TLS Engineering (TLS) will be subcontracted to perform the electrical, instrumentation, and SCADA design and coordination. The SCADA upgrades will be coordinated with the City's preferred SCADA provider(s) and included in the Owner's Contingency Allowance as part of the construction contract for the Project.
6. Prepare plans and specifications that will allow the City to publicly bid the construction phase of the Project. Two copies of half size drawings (i.e. 11x17 drawings) and specifications will be submitted for review at the 70% and 95% design phases. Contract documents will be submitted for review at the 95% design phase. Full size drawings will be provided upon request.
7. JHA will coordinate with the Texas Commission on Environmental Quality (TCEQ) to obtain necessary approvals prior to construction of the proposed improvements.
8. Provide Quality Assurance/Quality Control (QA/QC) by coordinating a thorough review of project plans and specifications. QA/QC will be conducted by a senior representative within JHA.
9. An Engineer's Opinion of Probable Construction Cost will be prepared based on the 95% design phase plans and specifications.

Additional Services

Additional Services are those that are not currently anticipated to be a part of the Project outlined in this proposal, but which could become necessary or desired at some time during the Project. JHA will perform Additional Services only as authorized by the City. If the City requests Additional Services, JHA will prepare a specific scope and budget for the services requested for review and approval prior to initiating the services.

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

1. Bidding and construction administration services are anticipated to be authorized under separate agreement.
2. Fees associated with public notices and permitting. This may include, but may not be limited to, public notices associated with bidding the Project as well as advertising and permitting fees associated with State and Federal compliance.
3. Professional services related to findings of threatened or endangered species and archeological resources during the design, permitting, or construction phase of the Project.
4. Professional services associated with federal funding or grants associated with the Project financing, to include compliance with the National Environmental Policy Act (NEPA) and Disadvantaged Business Enterprise Program (DBE) requirements.
5. Additional valve replacement or mainline improvements which could be requested and cost shared with KWSC, as agreed to in writing by the City of Lampasas.

COMPENSATION AND PAYMENT

JHA proposes to provide the services described in **Task 1 (Land Acquisition)** above on a time and materials basis not to exceed **\$18,000** without additional authorization, as detailed in the fee schedule below. Time and material services will be invoiced monthly based on the hourly rates shown in **Exhibit A** attached. In addition, certain out-of-pocket expenses including subcontractor fees, reproduction, deliveries, automobile mileage, and travel expenses will be billed at JHA's direct cost.

JHA proposes to provide the services described above in **Task 2A (Project Management) and Task 2B (Design)** for a lump sum fee of **\$216,000**, as detailed in the fee schedule below. We will invoice you monthly based on the percentage of work complete for each task, and payment is due in our offices within thirty (30) days after the invoice date.

JHA will subcontract with certain specialty firms for successful completion of the Project, as detailed below. JHA's direct costs for the subcontracted firms are represented in the following fee schedule. The listed subcontracted firms and their fee may be adjusted by JHA based on their availability to meet the project needs and schedule; however, the total lump sum fee for each task will not be exceeded without the written authorization from the City.

- Cuplin & Associates, Inc. (Cuplin) – Surveying
- MLA Geotechnical (MLA) – Geotechnical Borings and Report
- Winter Engineering (Winter) – Structural Engineering
- TLS Engineering, LLC (TLS) – Electrical Engineering

Fee Schedule

Task	Description	Responsible Firm	Fee
1	Land and Easement Acquisition		
	Landowner Negotiation Support	JHA	\$ 12,000
	Boundary Survey and Plat (2 sites)	Cuplin	\$ 6,000
	Subtotal Time and Materials Task 1:		\$ 18,000
2	Design Phase		
2A	Project Management	JHA	\$ 30,000
	Subtotal Lump Sum Task 2A:		\$ 30,000
2B	Design Plans and Specifications		
	General Civil Engineering	JHA	\$ 136,500
	Design Survey	Cuplin	\$ 14,000
	Geotechnical Engineering	MLA	\$ 8,000
	Structural Engineering	Winter	\$ 15,000
	Electrical Engineering	TLS	\$ 12,500
	Subtotal Lump Sum Task 2B:		\$ 186,000
	Total Time and Materials Fee (Task 1):		\$ 18,000
	Total Lump Sum Fee (Tasks 2A-2B):		\$ 216,000
	Total Fee Estimate:		\$ 234,000

LIMITATION OF LIABILITY

JHA's liability to the City for any cause or combination of causes is in the aggregate limited to an amount no greater than JHA's insurance limits.

OWNERSHIP OF DOCUMENTS

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

TERMINATION

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

CLOSING

We appreciate the opportunity to present this proposal and look forward to working with you on this Project. Provided this Scope of Services and compensation arrangement are acceptable to you, please sign in the space provided and return one copy to our office. Our proposal is valid for 120 days. If you have any questions or comments, please contact me.

City of Lampasas
December 10, 2025
Page 7 of 8

Sincerely,
JONES – HEROY & ASSOCIATES, INC.



Jason S. Jones, P.E.
Vice President

**ACCEPTED ON BEHALF OF CITY OF
LAMPASAS**

By: _____ Date: _____

Title: _____

EXHIBIT A

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

FISCAL YEAR 2026 UPDATE

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

Staff Category	Hourly Rate
President / Vice President	\$ 350.00 per hour
Senior Field Engineer	\$ 315.00 per hour
Principal / Senior Project Manager	\$ 285.00 per hour
Associate / Project Manager / Project Engineer	\$ 250.00 per hour
Graduate Engineer	\$ 200.00 per hour
Technician	\$ 160.00 per hour
Administrative	\$ 140.00 per hour

Reimbursable expenses such as copies, delivery charges, and mileage will be billed at JHA's direct cost.

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

Subject:

Discussion and possible action regarding the purchase of a transformer from Texas Electric Cooperative for the CEFCO Tesla Superchargers in the amount of \$31,860.00.

Requested By: Stephen Sewell, Public Works Director

Submitted By: Stephen Sewell, Public Works Director

Date Submitted: December 19, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

The Procurement Process was followed by obtaining three written quotations from Texas Electric Cooperative, Emerald Transformer, and Techline.

Attachments: Vendor Quotations

Summary Statement:

Tesla will be installing charging stations at CEFCO located at 1699 Central Texas Expressway. We are needing to purchase a transformer to begin their installation, Tesla will be reimbursing the full cost.

Recommendation:

Staff recommends to award the bid for the purchase of a transformer from Texas Electric Cooperative for the CEFCO Tesla Superchargers in the amount of \$31,860.00.

Kayleigh Stanley

From: Micah Harry
Sent: Friday, December 19, 2025 1:15 PM
To: Stephen Sewell
Subject: FW: 750KVA city of Lampasas

From: Cone, Karen <Karen.Cone@techline-inc.com>
Sent: Tuesday, December 9, 2025 7:18 AM
To: Micah Harry <mharry@cityoflampasas.com>
Cc: Randolph, Coby (San Antonio) <Coby.Randolph@techline-inc.com>
Subject: RE: 750KVA city of Lampasas

Caution: This email originated from outside of the City's organization. Do not click links nor open attachments unless you recognize the sender and know the content is safe.

Good morning Micah,

We can offer the following quote:

9589-435624-081 (750kva pad DV 480/277)
\$35,436.00 each
TL Giddings stock

Please let us know if you have any questions.

Karen Cone

Sales | Techline | San Antonio

Phone: (210) 359-8324

Cell: (210) 422-1582

From: Micah Harry <mharry@cityoflampasas.com>
Sent: Monday, December 1, 2025 1:25 PM
To: Cone, Karen <Karen.Cone@techline-inc.com>
Cc: Randolph, Coby (San Antonio) <Coby.Randolph@techline-inc.com>
Subject: 750KVA city of Lampasas

Good afternoon. Can you get me a quote for a 750KVA 277-480 pad mount? Lead time for that also.

Thanks,

Micah

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under



December 1, 2025

Quote Number: 00005495

Micah Harry
Lampasas, City of (TX)
Lampasas, TX
(512) 734-9050
mharry@cityoflampasas.com

Dear Mr. Harry,

Thank you for considering Emerald Transformer for your transformer and electrical equipment needs.

Emerald Transformer offers our clients a broad spectrum of transformer and electrical equipment service needs, along with environmental services and can dispose of hazardous material at or through an Emerald Transformer owned and operated facility. In addition to managing your transformer service needs, Emerald Transformer also provides:

- Electrical Equipment Refurbishment
- Facility Decontamination/Remediation Services
- PCB Contaminated Oil Retrofilling
- Transformer and Equipment Decommissioning-Including PCB Disposal
- Oil Processing and Laboratory Analysis
- Transformer and Equipment Parts
- In-Field Technical Services

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at (505) 525-5724.

Sincerely,

Ryan Sturgill
Business Development Rep
Emerald Transformer



Transformer Quote

Product	Quantity	Unit Price	Subtotal
<u>Three Phase Padmount - 750 KVA</u> 65 Degree C Rise, 60 Hertz HV: 12470GRDY/7200 (95kV BIL) Loop Feed LV: 480Y/277 (30kV BIL) Taps: 2 @ 2.5% Above & Below Normal Bayonet Fusing Non-PCB Mineral Oil (ONAN) (6) Dead Front Wells & 15 kV Inserts (4) 4 Hole Spade Accessories: Liquid Level Gauge Temperature Gauge	1	\$26,180.00	\$26,180.00
			Estimated Total: \$26,180.00

Shipping: Prepaid & Allowed

Lead Time: 10-12 Weeks

Warranty: 5 Years

FOB: Shipping Point

Limited inventory available, all units are subject to prior sale.



GENERAL TERMS & CONDITIONS

Except where superseded by an existing agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days.
- If the customer cancels an order, the customer may incur cancellation and restocking fees.
- Where modifications to the original transformer specifications become necessary, Emerald Transformer will obtain customer authorization for such modifications and a revised quoted price to fulfill order.
- Standard repair pricing includes a new PRV and gaskets. All other parts will be at additional cost.
- Pricing unless otherwise reflected does not include transportation or offloading fees at customer site. All rigging and removal from the truck/trailer is the responsibility of the customer. Customer is also responsible for loading the truck/ trailer when returning equipment.
- Emerald Transformer' standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state, and federal fees/taxes are not included and the customer is responsible to pay any such fees where applicable.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.

For order processing to proceed we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed:

Date:

Purchase Order Number:



STANDARD LIMITED WARRANTY

Standard Limited Warranty: Subject to the limitations set forth herein, Emerald Transformer warrants that all equipment, of any make or type, that has been serviced by an Emerald Transformer facility and that has been in normal use and undergone normal service ("Covered Equipment"), will be free from defects in material (excluding customer supplied materials) and workmanship for a period of three (3) years from the date of delivery of the equipment by Emerald Transformer to the customer (the "Warranty").

Upon receipt of a warranty claim with respect to Covered Equipment, Emerald Transformer will perform a warranty analysis to determine whether the cause of the Covered Equipment's failure is covered under the terms of this Warranty. Emerald Transformer is not responsible for any repairs to or alterations of the Covered Equipment made by anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer. If requested by Emerald Transformer, the customer shall promptly return the Covered Equipment to Emerald Transformer, freight prepaid, prior to any warranty analysis or attempted repair of the Covered Equipment. Emerald Transformer is not responsible for loss of or damage to the Covered Equipment in transit. Emerald Transformer's obligations under this Warranty are limited to, at its sole option, replacing, repairing or refunding the total amount paid by the customer to Emerald Transformer in connection with the Covered Equipment confirmed to be defective and covered under the terms of this Warranty by Emerald Transformer. Emerald Transformer is not responsible for replacing any paint or finish on the Covered Equipment that did not originate from an Emerald Transformer facility.

Notwithstanding anything to the contrary herein, this Warranty does not apply to damage to the Covered Equipment caused by:

- a. Acts of God, including, but not limited to, lightning, tornadoes, hurricanes, floods, or other natural occurrences;
- b. normal wear and tear, abnormal conditions of use, improper installation or maintenance, accident, neglect or misuse; or
- c. the supply of defective parts by, or improper repairs made by, anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer.

Liability Limitations: THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY EMERALD TRANSFORMER. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

NO EMPLOYEE, AGENT OR DISTRIBUTOR OF EMERALD TRANSFORMER HAS ANY AUTHORITY, EXPRESSED OR IMPLIED, TO CHANGE OR EXPAND THE TERMS OF THIS WARRANTY, OR TO BIND EMERALD TRANSFORMER TO ANY WARRANTY TERMS OTHER THAN THE TERMS SPECIFICALLY SET FORTH HEREIN.

THIS WARRANTY MAY BE ASSERTED ONLY BY THE CUSTOMER, AND NOT BY THE CUSTOMER'S CUSTOMERS OR THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL EMERALD TRANSFORMER BE LIABLE FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION. THE AGGREGATE TOTAL LIABILITY OF EMERALD TRANSFORMER IN CONNECTION WITH THE PERFORMANCE OF THIS WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO EMERALD TRANSFORMER IN CONNECTION WITH THE COVERED EQUIPMENT.

REV JAN 2015 SWRS



Texas Electric Cooperatives

Your Touchstone Energy® Partner 

100 Cooperative Way
Georgetown, TX 78626



Order ORD0918321

Date 12/11/2025

Date/Time Printed 12/11/2025 12:13 P

Order

BILL TO: City of Lampasas
Accounts Payable
312 East Third Street
Lampasas, TX 76550
(512) 556-3641

SHIP TO: City of Lampasas
201 Brown Street
Lampasas, TX 76550
39923

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Cust Required Date	
VERBAL MICAH HARRY		11415	BYARS	LOCAL DELIVERY	NET 15	12/16/2025	
Ordered	Shipped	B/O	Item Number	Cust Item	Description	Unit Price	Ext. Price
1	.00	.00	750 DV-480/277 3PH PAD		PAD 750 KVA 14400X7200 480/277 3PH <i>TEC STOCK</i>	\$31860.00	\$31,860.00

Subtotal \$31,860.00
Misc \$0.00
Tax \$0.00
Freight \$0.00
Total \$31,860.00



**Texas Electric
Cooperatives**

Your Touchstone Energy® Partner 

100 Cooperative Way
Georgetown, TX 78626



Order ORD0918321

Date 12/11/2025

Order

Date/Time Printed 12/11/2025 12:13 P

Last Revision Date 11/23/2011

**TERMS AND CONDITIONS FOR PURCHASE OF GOODS
FROM
TEXAS ELECTRIC COOPERATIVES, INC.**

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE ATTACHED ORDER, QUOTE OR PROPOSAL (HEREAFTER, "ORDER"). FAILURE OF BUYER TO ACKNOWLEDGE RECEIPT OF THESE TERMS AND CONDITIONS SHALL NOT EXEMPT BUYER FROM COMPLIANCE WITH THESE TERMS AND CONDITIONS.

Texas Electric Cooperatives, Inc. (the "Seller"), agrees to sell the goods described in the attached Order (the "Goods") to Buyer on the following terms and conditions of sale (the "Terms and Conditions") which supersede any other prior terms or agreements, whether written or oral between Seller and Buyer.

1. Pricing:

- All prices and terms are subject to change without notice.
- All prices are subject to correction of clerical errors.
- Prices provided in an Order must be accepted within 30 days, unless otherwise stated.
- Prices are for shipments of standard package quantities, unless otherwise stated.

2. Acceptance: An Order shall not be binding upon Seller until accepted by an authorized representative of Seller. Acceptance of an Order by Seller, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms and Conditions. Any of the following acts shall constitute Buyer's acceptance of these Terms and Conditions in their entirety: (i) signing and returning a copy of the Order; (ii) tendering of payment to Seller for the Goods; or (iii) acceptance of delivery by Buyer.

3. Delivery: Delivery dates are based on Seller's commercially reasonable estimates from sources available to Seller at the time of approximate delivery, and are not a guarantee of a specified date or dates. When approval of drawings or other factors contribute to a delay, the date of shipment shall be extended for a like period of time. All Orders are subject to the acceptance of management.

- Shipments from Stock: Delivery is F.O.B. destination for material shipped from any TEC warehouse. Freight charges may apply when included with the order or quote.
- Direct shipments from a manufacturer: Delivery is F.O.B shipping point and will include charges for freight, handling, small order, broken package, etc., these charges will be passed on to the Purchaser. The Purchaser's invoice will include the above charge or charges as a separate charge. If shipping charges are billed to the Buyer separately, Buyer will invoice shipping charges when they become available.

4. Payment Terms: Buyer shall pay to Seller the amount indicated on the Order not later than 15 days after receipt of the Goods. Interest on past-due amounts shall accrue at the rate of the lesser of 18% per month, or the highest amount allowed by applicable law.

5. Cancellation, Changes and Returns: Items for shipment of Goods from Seller's stock may be cancelled or changed by Buyer without penalty prior to shipment from the manufacturer. After shipment, a cancellation charge of up to 25 percent (25%) may be imposed on Buyer to recover costs associated with transportation, restocking and resale of the Goods. Buyer may exchange or return all or part of the Goods only upon (i) prior written authorization from Seller and (ii) the return of the Goods in its original cartons and in new condition.

6. Force Majeure: Seller shall not be liable for any expense, loss or damage resulting from delay in delivery or failure to perform any obligation under this Agreement if such delay or failure is caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, lack of or inability to obtain materials, fuels, supplies or equipment, riots, accidents, transportation delays, acts or failures to act of any government or of Buyer, or any other cause whatsoever, provided that such cause is beyond the reasonable control of Seller. Seller shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay.

7. Deferred Delivery: Upon request by Buyer for deferred delivery, Seller shall have the right to (i) agree to deferred delivery and charge Buyer for the completed portion of the order and to warehouse all completed Goods at Buyer's expense and risk of loss; (ii) refuse deferred delivery and ship the Goods in accordance with the Order; or (iii) cancel the Order, or any portion of the Order that has not been shipped.

8. Warranty: Limitation of Liability; Buyer's Remedies: Seller warrants that the Goods delivered hereunder shall be of the kind described in the Order and free from defects in material and workmanship under conditions of normal use. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. Seller shall not be liable or responsible for (A) any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, or (B) defects in any portion or part of the Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers. Any claim by Buyer against Seller with regard to the Goods for any defect shall be deemed waived by Buyer, unless Buyer submits such claim to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed defect. Provided that Buyer provides to Seller notice of any defect pursuant to this paragraph and an opportunity to inspect the alleged defect, Seller shall, at its option and in its sole discretion:



**Texas Electric
Cooperatives**

Your Touchstone Energy® Partner 

100 Cooperative Way
Georgetown, TX 78626



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Date 12/11/2025

Order

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(i) repair the defective or non-conforming Goods, (ii) replace the nonconforming Goods, or part thereof, within sixty (60) days after receipt of the nonconforming Goods by Seller, or (iii) refund to Buyer the amount paid for the non-conforming Goods and cancel any obligation to pay any unpaid portions of the purchase price for the nonconforming Goods. In no event shall any obligation to pay or refund exceed the purchase price actually paid by Buyer. Repair and/or replacement as provided above shall be at Seller's plant and shipped FOB Destination unless otherwise agreed to by Seller. Transportation will be coordinated and paid by Seller and, unless otherwise agreed to in writing, will not be reimbursed by the Buyer. Seller shall not be responsible for any labor, removal or installation charges that may result from the above-described repair and/or replacement of any Goods. The warranty provided in this Section does not include failure of any part or parts manufactured by others, the failure of any part or parts from external forces, including but not limited to earthquake, installation, vandalism, vehicular or other impact, or frost heave. The exclusive remedy of Buyer and the sole liability of Seller, for any loss, damage, injury or expense of any kind arising from or related to the manufacture, delivery, sale, installation, use or shipment of the Goods and whether based on contract, warranty, tort or any other basis of recovery whatsoever, shall be, at the election of Seller, the remedies described above. The foregoing is intended as a complete allocation of the risks between the parties and Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages. **IN NO EVENT SHALL SELLER BE LIABLE OR RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SELLER HAS BEEN ADVISED, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. BUYER EXPRESSLY WAIVES ANY CLAIMS DESCRIBED IN THIS SECTION. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY AMOUNT GREATER THAN THE AGGREGATE OF ALL PAYMENTS RECEIVED BY SELLER FROM BUYER UNDER THE ORDER. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OF THE GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR THE CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER.** In any contract by Buyer for resale of the Goods, Buyer shall effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of the Goods, and shall exclude, as against Seller, any liability for special or consequential damages.

9. Controlling Law: This Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Texas. The venue for all disputes between the parties shall be the courts of Texas to which jurisdiction Buyer hereby submits.

10. Dispute Resolution: At the option or election of Seller, any dispute, claim or controversy ("Dispute") between Seller or Buyer relating to the transactions contemplated by this agreement, including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the Defenses based on statutes of limitation and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. Seller's right to elect arbitration to resolve any Dispute hereunder shall not limit any right of Seller to pursue any other available remedies.

11. Waiver: No delay or failure by Seller to exercise any right or remedy under these Terms and Conditions shall be construed to be a waiver thereof. Waiver by Seller of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach.

12. Assignment: Buyer may not assign this order or any rights hereunder without the prior written consent of Seller. This Agreement, and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

13. Taxes: Seller's prices do not include sales, use, excise or other similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future such tax shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with all tax-exemption certificates required by the taxing authorities, at the time of sale.

14. Entire Agreement: This contract constitutes the entire agreement between parties with respect to the Goods, and this Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Seller. No representation, promise or term not set forth herein has been nor may be relied upon by Buyer. All references by Seller to Buyer's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect.

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City Manager

ITEM NO. 4.5

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

Subject:

Discussion and possible action regarding updating authorized signatories on Rio Bank Account(s), formerly Lone Star Capital Bank.

Requested By: Erin Harrison, Finance Director

Submitted By: Erin Harrison, Finance Director

Date Submitted: December 31, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: N/A

Summary Statement:

Rio Bank requires council action to update signatories on accounts held with Rio.

Staff suggests authorizing the following signatories:

Herb Pearce, Mayor

Catherine Kuehne, Mayor Pro Tem

Erin Harrison, Acting City Manager/Finance Director

Kayleigh Stanley, City Secretary

Recommendation:

Motion to authorize Herb Pearce, Catherine Kuehne, Erin Harrison and Kayleigh Stanley as signatories for accounts held at Rio Bank, formerly Lone Star Capital Bank.

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City Manager

ITEM NO. 4.6

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

Subject:

Discussion and possible action regarding a Resolution of the City Council of the City of Lampasas, Lampasas County, State of Texas authorizing and designating the official signatures of the City of Lampasas for banking and depository services.

Requested By: Kayleigh Stanley, City Secretary

Submitted By: Kayleigh Stanley, City Secretary

Date Submitted: December 19, 2025

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: Vendor Quotations

Summary Statement:

This Resolution will allow for signatories on all City of Lampasas bank accounts to be updated.

Recommendation:

Staff recommends to approve the Resolution authorizing and designating the official signatures of the City of Lampasas for banking and depository services.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMPASAS,
LAMPASAS COUNTY, STATE OF TEXAS AUTHORIZING AND
DESIGNATING THE OFFICIAL SIGNATURES OF THE CITY OF LAMPASAS
FOR BANKING AND DEPOSITORY SERVICES.**

WHEREAS, the City of Lampasas Texas, maintains bank accounts at the City’s Depository Banks and Investment Funds for the disbursement of funds in order to conduct business of the City, and;

WHEREAS, the City Council is responsible for designating authorized signatories for checks drawn on the City’s bank accounts, and;

WHEREAS, in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City will notify the Depository Banks and Investment Funds of the change and make appropriate revisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lampasas, that the following are designated as the individuals authorized to sign the disbursements, on all fund accounts, on behalf of the City of Lampasas. Any two (2) of the following named officers of the City of Lampasas, whose actual signatures are shown below are required and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of an Agent or Agents signing the same.

Herb Pearce, Mayor

Cathy Kuehne, Mayor Pro-Tem

Kayleigh Stanley, City Secretary

Erin Harrison, Finance Director

Bessie White, Accountant

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity’s accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent’s personal account, and the Financial Institution shall not be required or be under any obligation to inquire as

to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any two (2) of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I, further certify that the above-named persons names occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS, ON THE 12TH DAY OF JANUARY 2026.

APPROVED:

Herb Pearce, Mayor

ATTEST:

Kayleigh Stanley, City Secretary

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City Manager

ITEM NO. 4.7

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

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: January 2, 2026

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: December Photo Entries

Summary Statement:

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

Lesley Greer

Lsanchez@asjconstructiontx.com

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



Entry 2

Candice Morua

Candicemarie30.cg@gmail.com

“Christmas on the Creek” was taken at W.M. Brook Park in Lampasas, TX.



Entry 3

Cyndee Taresh

Citaresh@gmail.com

“Roman’s Rock Collection” was taken at Merritt Rock & Mineral Museum building in Lampasas, TX.



Entry 4

Jo Ann San Miguel

Joann@sanmiguellawoffice.com

“Santa Stop” was taken at the Lampasas Courthouse Square in Lampasas, TX.



Entry 5

Tina Varner
varner0503@icloud.com

“Bridge Side Daydreams” was taken at W.M. Brook Park bridge over the creek by the amphitheater in Lampasas, TX.



Entry 6

Marinaelisa Bailon

marinaelisabailon@gmail.com

“The Courthouse” was taken at the Lampasas Courthouse in Lampasas, TX.

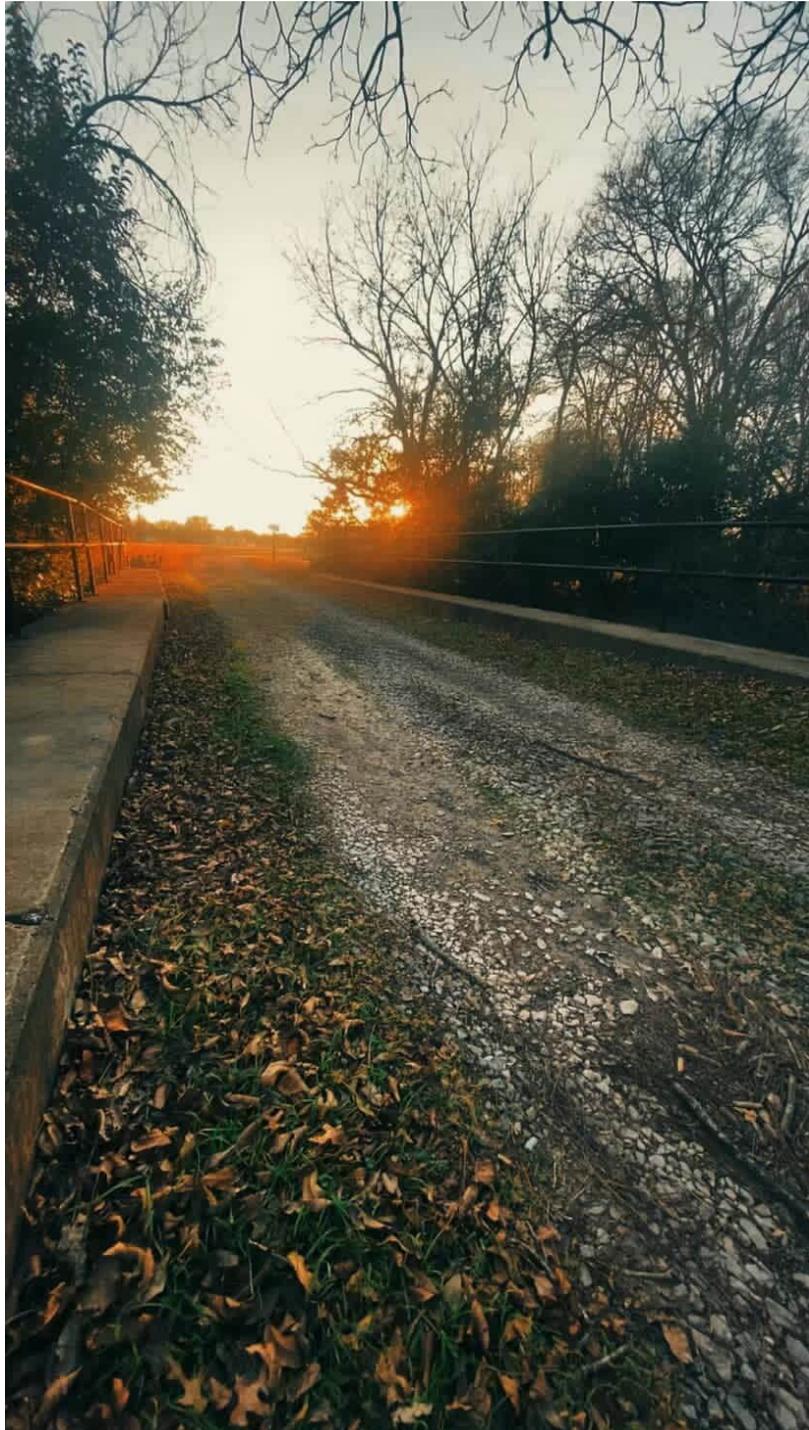
@MarinaBailon



Entry 7

Felipe Valles

“Sunset’s Embrace” was taken in between Hanna Springs Elementary and Art in the Park in Lampasas, TX.



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

Subject:

Discussion and possible action regarding a Joint Election Agreement between the Lampasas Independent School District and the City of Lampasas

Requested by: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: January 6, 2026

For the agenda of: January 12, 2026

Procurement and Funding Statement:

Not applicable

Attachments: Joint Election Agreement Between the LISD and the City

Summary Statement:

The City, County, and Lampasas Independent School District (LISD) have held joint elections since 2007 as a result of Federal Law that required Schools to contract with another public entity for joint elections. This agreement is essentially the same as last year with the exception of dates and to allow for the potential bond election for the School. In the agreement, the City and LISD will share in the expenses of the Early Voting and Election Day shared voting locations, ballot programming, payroll of election workers and other costs common to both elections.

The Lampasas County Elections Administrator has agreed to conduct the May 2, 2026 election and that agreement will provide more detail for the election services, as well as estimated costs, and will be submitted for consideration as a separate agenda item.

Council is asked to consider approval of the attached agreement with LISD to conduct a joint election with the City.

Recommendation:

To consider a motion to approve the Joint Election Agreement between the Lampasas Independent School District and the City of Lampasas and authorize the Mayor to execute the related document.

**JOINT ELECTION AGREEMENT BETWEEN THE
LAMPASAS INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF LAMPASAS**

This Joint Election Agreement (“Agreement”) is made by and between the Lampasas Independent School District (“School District”) and the City of Lampasas (“City”). School District and City are known jointly as “Parties,” and separately as “Party.”

WHEREAS, the School District plans to hold a Board of Trustees Election on May 2, 2026, for the purpose of electing members of the School District’s Board of Trustees; and

WHEREAS, the School District also plans to hold a bond election for the purposes identified in a separate bond election order to be provided by the School District; and

WHEREAS, the City plans to hold a City Council Election on May 2, 2026, for the purpose of electing members of the City’s Council; and

WHEREAS, Texas Election Code, Section 271.002, authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections, in election precincts that can be served by utilizing common polling places; and

WHEREAS, the School District and the City plan to hold elections on the same day, May 2, 2026; and

WHEREAS, the Parties to this Agreement have determined that each serves voters within the same boundaries, their precincts can be served by utilizing a common polling place and it would benefit the City, the School District, and the citizens and voters thereof to hold their May 2, 2026 elections jointly (“Joint Election”).

NOW, THEREFORE, IT IS AGREED that mutual and sufficient consideration will be exchanged by entering into an agreement that a Joint Election will be held by the School District and the City, on May 2, 2026, under the following terms and conditions:

- The School District and the City will work with the County of Lampasas, Election Administrator, so have the County’s election Administrator provide election services to the School District’s and City’s Joint Election.
- The School District and the City will share a common polling place for both Early Voting and for Election Day.
- The School District and the City will share, the expenses for the Early Voting and Election Day Joint Election, including the costs of voting locations, ballot programming, payroll of election workers, and other costs common to the Joint Election, if any, as set forth in more detail in separate agreements between the Parties and the County for Elections Services with Lampasas County, Texas for the May 2, 2026 Local Election.

- In connection with the performance of this Agreement, neither of the Parties will be deemed liable to third parties for any default of the other contracting Party in connection with holding the Joint Election, including the failure of a contracting Party to pay any expenses under the Agreement. Each Party is separately liable for an equal share of the Joint Election costs and for any cost attributable solely to a single Party, if any.
- If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.
- The School District and City recognize that either Party may cancel its election, and in such event the Cancelling Party shall be responsible for payments of its share of any costs that have been incurred up to the date it notifies the other Party, in writing, of its cancellation of its election, and the cancelling Party shall not be responsible for any future costs after the date it notifies the other party, in writing, of its election cancellation.

In connection with this Agreement, all notices, inquiries, and communications shall be to the following persons or offices:

For the School
 Whitney Walker
 207 W. Eighth Street
 Lampasas, TX 76550
 512-564-2847
 512-556-3126 FAX
 walkerwh@lisdtx.org

For the City
 Kayleigh Stanley
 312 East Third Street
 Lampasas, TX 76550
 512-556-6831
 512-556-8083 FAX
 kstanley@cityoflampasas.com

The undersigned are the duly authorized representatives of the Parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this Agreement and thus serve to bind their respective governmental entities to the terms set forth herein.

APPROVED BY THE BOARD OF TRUSTEES OF THE LAMPASAS INDEPENDENT SCHOOL DISTRICT, TEXAS in its meeting held the ____ day of _____, 202_, and executed by its authorized representative.

By: _____
 Chane Rascoe, Ed. D., Superintendent
 Lampasas Independent School District

APPROVED BY THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS in its meeting held the _____ day of _____, 202__, and executed by its authorized representative.

By: _____
Herb Pearce, Mayor
City of Lampasas


City Manager

ITEM NO. 4.9

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

Subject:

Discussion and possible action regarding the first reading of an Ordinance amending Chapter 78 (“Traffic and Vehicles”), by amending Article III (“Stop, Standing and Parking”), Section 78-223 of the City’s Code of Ordinances titled (“Parking Time Limit Generally; Exception”) Regulating the parking of vehicles on public streets; providing a repealer clause, a severability clause; and providing an effective date.

Requested By: Kayleigh Stanley, City Secretary

Submitted by: Kayleigh Stanley, City Secretary

Date Submitted: January 6, 2026

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: Ordinance

Summary Statement:

Staff has noticed an abundance of vehicles occupying City parking lots for extended periods of time. In an effort to ensure our parking lots are able to be utilized by those necessary and maintain a suitable level of safety, we are seeking to modify our existing parking ordinance to include City owned parking lots.

Recommendation:

Staff recommends to approve the first reading of an Ordinance amending Chapter 78 (“Traffic and Vehicles”), by amending Article III (“Stop, Standing and Parking”), Section 78-223 of the City’s Code of Ordinances titled (“Parking Time Limit Generally; Exception”) Regulating the parking of vehicles on public streets; providing a repealer clause, a severability clause; and providing an effective date.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMPASAS, TEXAS, AMENDING CHAPTER 78 (“TRAFFIC AND VEHICLES”), BY AMENDING ARTICLE III (“STOP, STANDING AND PARKING”), SECTION 78-223 OF THE CITY’S CODE OF ORDINANCES TITLED “PARKING TIME LIMIT GENERALLY; EXCEPTION”; REGULATING THE PARKING OF VEHICLES ON PUBLIC STREETS; PROVIDING A REPEALER CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to its authority provided to it by the Texas Constitution, its City Charter and the laws of the State of Texas, the Lampasas City Council has adopted various traffic regulations in order to protect the public health, safety and welfare; and

WHEREAS, City Council finds that the improper parking of vehicles, recreational vehicles, and trailers may pose safety hazards to the public’s welfare, health, and safety unless they are parked safely and in identified locations while in the City’s jurisdiction and, thus, the City has adopted parking regulations pertaining to such vehicles and the parking of same, to protect the public’s welfare and safety; and

WHEREAS, City Council finds that the improper parking of vehicles, recreational vehicles, and trailers may be detrimental to the health, safety and welfare of the public unless they are stored safely and in proper locations and, thus, has adopted storage regulations pertaining to such vehicles and the storage of same, to protect the public’s welfare and safety; and

WHEREAS, after careful study and consideration, the City Council has determined that in order to promote health, safety and welfare of the public, it is essential to delegate to the Lampasas Chief of Police, the authority to cause the removal of vehicles, recreational vehicles, and trailers that are found to be in violation of the City's vehicle parking and storage regulations; and

WHEREAS, the City Council finds that through the adoption of this Ordinance, the vehicle parking and storage regulations are in compliance with state law and, further, are that the public's safety, welfare and interest in prohibiting the unauthorized and potentially unsafe storage and parking of vehicles, recreation vehicles, and trailers shall be better protected and served; and

WHEREAS, the City Council, after consideration of the recommendations of City staff and all matters attendant and related thereto, is of the opinion that the changes recommended by these advisors to the Council with regard to the safe and proper storage and parking of vehicles in the City are in the best interest of the City, its citizens and the traveling public in general, and they w promote the health, safety, and welfare of the citizens of Lampasas and the general public.

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

Part 1: That Chapter 78 ("Traffic and Vehicles") Article III ("Stop, Standing and Parking") is hereby amended to read as follows:

- (a) *Obstruction prohibited.* Parking of any vehicle or other obstruction on the improved portion of any public street or alleyway that interferes with the usage of the public street by motor vehicles of such street or alleyway is prohibited.
- (b) *Parking time limit.* Parking of a vehicle, if otherwise not restricted or prohibited by this Article, or placement of another obstruction on the improved portion of any public street, alleyway or City owned property for a period of time longer than seventy-two (72) consecutive hours is prohibited.
- (c) *Emergency Access.* Parking a vehicle or obstruction on any public property, public street or other City rights-of-way, when such parking of the vehicle or obstruction could obstruct emergency vehicle access to any public or private property, is prohibited.

Part 2: This Ordinance supersedes and repeals all ordinances or parts of ordinances specifically amended herein as currently contained the existing ordinances of the City, if any; however, such present ordinances shall remain in full force and effect until the effective date of this ordinance.

Part 3: 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 ON FIRST READING ON THIS _____ DAY of JANUARY 2026

PASSED AND ADOPTED ON SECOND READING ON THE _____ DAY of JANUARY 2026

APPROVED:

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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City Manager

ITEM NO. 4.10

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

Subject:

Discussion and possible action regarding renewal of the Lease Agreement between the City of Lampasas and the County of Lampasas Rodeo Association for the 580 Sports Complex Rodeo Arena.

Requested By: Kayleigh Stanley, City Secretary

Submitted By: Kayleigh Stanley, City Secretary

Date Submitted: January 7, 2026

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: Draft Agreement

Summary Statement:

The Rodeo Arena Agreement between the City of Lampasas and County of Lampasas Rodeo Association is up for renewal.

The Agreement was executed July 24, 2024 for one year.

Recommendation:

To consider a motion to approve the renewal of the Lease Agreement between the City of Lampasas and the County of Lampasas Rodeo Association for the 580 Sports Complex Rodeo Arena.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the **CITY OF LAMPASAS, TEXAS** ("City" or "Lessor") and the **County of Lampasas Rodeo Association** a Texas non-profit Corporation, of Lampasas County, Texas ("CLRA" or "Lessee"), acting by and through its authorized Representative, Heston McBride.

ARTICLE I. LEASED PREMISES

1.1 Description. Lessor hereby leases to Lessee the surface of the real property located in the corporate limits of the City of Lampasas, Texas, generally described as the City of Lampasas' Rodeo Arena property as more particularly shown on Exhibit "A" attached hereto and made a part hereof. The Rodeo Arena area shown on Exhibit "A" is referred to herein as the Leased Premises.

1.2 Use. The Leased Premises shall be used by Lessee to operate and maintain, at Lessee's sole expense and labor, a rodeo and equestrian riding arena and related facilities for the purpose of conducting riding events, rodeos and other events open to the public. Lessee shall not keep livestock, including horses, cattle and any other animals, on the premises except for those used in rodeo events, and on no occasions for more than 48 hours prior to and 48 hours after the conclusion of a rodeo event. In no event shall the Leased Premises be used to conduct any activity which could be classified as a "feedlot" or "stable boarding" operation. No horses, cattle or any other large animals may be ridden, penned, tethered, kept, placed, or otherwise allowed to be located, for any purpose, on the Leased Premises for any time period without adequate feed, water and shelter that is necessary to humanely maintain the animals' safety and health. Lessee shall not conduct any activities which subject the said property to ad valorem taxation.

1.2.1 Normal Hours of and Conditions Related to Operation.

a. Monday through Sunday. Events using the rodeo arena shall follow Park Rules and conclude no later than 10 o'clock, PM . All operations and activities, including, dispersal of spectators, participants, organizers and sponsors shall be concluded at this time. In no event shall amplified sound levels exceed 85 decibels (measured at the receiving property line) All amplified sound shall be turned off no later than 10 o'clock, PM .

1.2.2 Limited Extended Hours of and Conditions Related to Operation for 'Special Events'.

a. 'Special Events'. The CLRA is permitted to hold "Special Events" on Leased premises and will be allowed to have conditional Extended

Hours. Special Events' are defined as those events requiring extended hours and/or ticket sales and/or use of all parking areas and/or permits required by City Ordinance. Extended hours for Special Events' may extend past midnight depending on the nature of the event on the Leased Premises. All operations and activities related to Special Events, including, dispersal of spectators, participants or organizers and sponsors shall be concluded at the completion of the Event. All rodeo arena lighting (excluding security or guard lights shall be turned off at the conclusion of the Event. In no case shall amplified sound levels associated with any Special Event exceed 85 decibels (measured at the receiving property line). Lessee shall give the Lessor 14 days' notice prior to holding a Special Event. Should there be a scheduling conflict upon review of the Lessee's request, the Lessor can deny or request an alternative date to reschedule the Special Event.

1.2.3 Consumption of Alcoholic Beverages on Leased Premises.

a. No sales of alcoholic beverages may occur on the Leased Premises. Further, CLRA is prohibited from approving, granting, allowing, or permitting any of its Users, the right to sell alcoholic beverages on the Leased Premises.

b. Consumption of alcoholic beverages brought onto Leased Premises by any person, group, organization, corporation, event, or other entity, shall require written permission from the Lampasas City Council, per all applicable City Ordinances and applicable State Laws.

1.2.4 Violation of the alcoholic beverage provisions set forth in this Lease are agreed to be material and shall subject the Lessee and any of Lessee's Users to termination of all rights to use the Lease Premises in the future.

1.3 Compliance with the Law. Lessee shall at all times observe the laws, rules and regulations of the City, County and State of Texas and other governmental entities having jurisdiction over the Lessee's activities, if any. Lessee shall not conduct any activities which cause it or Lessor to be in violation of any public health-laws, rules, or regulations.

1.3.1 Stipulated Administrative Damages: for Violations of conditions. Related to Operations on Leased Premises

Lessee agrees, recognizes and acknowledges that the administrative tasks and responsibilities placed upon the Lessor in overseeing and enforcing the provisions of this Lease concerning the Use Conditions noted herein, as they pertain to requirements concerning light, sound, security, sale or consumption of alcoholic beverages, keeping of livestock on premises, acquiring permits, and property maintenance/clean-up pose specific challenges and manpower requirements upon the Lessor, and therefore, Lessee's non-compliance with these provisions will present significant administrative burdens upon the Lessor. Therefore, Lessee agrees and acknowledges that any material breaches by Lessee of these conditions, will result in damage to the Lessor, so that stipulated damages are appropriately specified in this Lease agreement, and are agreed upon by Lessee herein. Specifically, Lessee agrees that on each occasion that

Lessee materially breaches the Use conditions, as they relate to sound limits, light control, hours of operation, security, sale or consumption of alcoholic beverages, keeping of livestock on premises, acquiring permits, and property maintenance/clean-up. Lessee shall be subject to a stipulated damage in the minimum amount of \$500, with a limit not to exceed \$1,500, per event of material non-compliance. Additionally, severe or repeated violations will result in a termination of the Lease by Lessor.

1.3.2 Use of the Leased Premises by Third Parties (other than General Public).

CLRA and any entity or party using the Leased Premises under written agreement with the CLRA, shall conform to the application and reservation procedures and policies of the CLRA and/or City's Park Use Rules and Ordinances.

580 Park Improved Parking Not a Leased Area. No use of the 580 Park or the 580 Park paved parking area is granted to the Lessee under the terms of this Lease Agreement, nor will it be permitted by the City unless an application for its use by CLRA (or its User(s)) is filed and approved by the City, in writing, prior to the requested dates of use by the CLRA. In the event that CLRA would like to use the paved parking areas of the 580 City Park, it shall request same in writing to the City's Park Director, and such use will be considered in light of the City's needs for its events scheduled in the 580 Park and adjacent areas.

1.4 Parking for Rodeo Arena Activities and Events. In conjunction with its use of the Rodeo Arena Property for equestrian and rodeo events held by CLRA in the Rodeo Arena, CLRA, its contractual Users, attendees and the general public attending events at the Rodeo Arena are permitted to use the surface of the unimproved, unmarked and unlit property that is generally located to the northwest of the Rodeo Arena, which is also shown on Exhibit "A" and identified as ancillary event parking. This use by persons and entities accessing events and activities being held at the Rodeo Arena, is however, strictly limited to times and dates that do not conflict with any City or City Sponsored events that are being staged or held in that ancillary parking area. In the event that the CLRA or its Users need parking on a time or date that conflicts with a City event that is being held in that area on the same time/date, then a representative of the CLRA will contact the City or assist in identifying other areas that may be available to the CLRA and its Users and attendees, if any, for the Rodeo Arena events and activities. In all cases, the City's use of the ancillary event parking area is superior to any use by the CLRA for equestrian and rodeo arena parking needs. The paved, marked and improved parking lots and spaces located near /adjacent to the City's 580 Park shall not to be used for CLRA or Rodeo Event Parking without the specific advanced, written approval of the City, for such use.

1.5 Non-interference with Lessor's Use. Lessee shall not conduct any activity which interferes with Lessor's use of its adjacent public parks and land, and shall not damage any equipment or improvements of Lessor thereon, including roadways, fences and trails.

1.6 Documentation. Lessee agrees to provide Lessor at all times with current documents evidencing Lessee's non-profit status and corporate identity.

1.7 Contingencies. Lessee's on-going right to use the Leased Premises is contingent upon

Lessee fulfilling the terms of Section 9.11 of this Agreement regarding construction and recordkeeping, and Article 5, concerning Insurance, as well as full compliance with the terms of this Agreement.

ARTICLE 2. TERM

2.1 **Primary Term.** The primary term of this Lease shall be for one (1) year commencing on the ___ day of _____, 2025, and ending on the ___ day of _____, 2025, or at such earlier date as: (i) Lessee ceases to exist as a Texas not for profit corporation, or (ii) the Lease is otherwise terminated by either Party, as set forth herein below. This Lease may be modified at any time during the term of this Agreement, as deemed necessary and appropriate by the City Council.

2.2 **Options to Renew.** The City shall have an option to renew this Lease Agreement, upon such terms and conditions as the Parties may agree upon in writing.

2.3 **Cancellation Privileges.** Either Party to this Lease shall have the right to cancel this Lease Agreement upon giving sixty (60) days written notice to the other Party. The Parties acknowledge and agree that at the time of expiration or in the event of an early termination, whether during the primary term or any subsequent renewal term, Lessee shall have the unfettered right to enter the property and take fee title to and ownership of all property, improvements and appurtenances thereto, whether they were placed there by the Lessor or Lessee during the term of the Lease Agreement, and no additional consideration shall be claimed or exchanged therefor.

ARTICLE 3. RENT AND CONSIDERATION

3.1 **Base Rent.** As rental for the Lease and use of the Leased Premises, Lessee shall pay to Lessor the sum of One Dollar (\$1.00) for the first year's term of the Lease. Any renewal of the Lease, if any should transpire, shall be at a different rental amount negotiated and agreed upon between the Parties.

3.2 **Additional Rent.** In addition to the base rent described in Section 3.1 above, Lessee shall pay any and all taxes which may be assessed against the Leased Premises and shall pay for any improvements or personal appurtenances or other property located thereon. Such taxes shall be paid by Lessee when due, and any penalties assessed for late payments shall be promptly paid by Lessee to the appropriate taxing authorities. Failure to pay any taxes due shall result in a termination of the Lease, for cause.

3.3 **Utility Charges.** Lessee shall promptly pay any and all utility charges incurred due to use of the Leased Premises by Lessee or its Users, including, but not limited to, electricity, water, gas and garbage collection, as well as any other utility services enjoyed by Lessee or its Users. Lessor will not pay for any utility charges unless incurred due to usage of the premises by Lessor or the City's direct licensees, pursuant to a separate agreement.

3.4 **Public Use.** Lessee acknowledges and agrees that this Lease is non-exclusive. CLRA additionally agrees that on the occasions that the Leased Premises are used by the Lessor, no fees

shall be charged to Lessor for the occasional use of the Leased Premises, or when used during the scheduled agreed upon, by both Parties. CLRA shall provide for public use based on defined fees and scheduling protocols. CLRA may limit public use while performing routine maintenance or in preparation of Special Events.

3.5 Annual Reports. Lessee shall furnish to Lessor, when requested, and at least annually without a request by the City, a detailed accounting of operations of the Leased Premises by the Lessee, over the past year, by Lessee and each of its contractual Users related to the activities conducted on the Leased Premises, including details on expenses incurred, revenues received, events held, attendees at events, etc. Lessee acknowledges and agrees that such financial information will be used by the Parties to evaluate and negotiate the Rent amount for future Lease Terms to be applied to the Rodeo Arena/parking and CLRA. Additionally, upon request, CLRA will make available to the Lessor copies of the User's waivers and contracts, when requested.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee's Obligations. The Parties agree that CLRA shall be responsible, at its sole expense/labor for all repairs, maintenance, and grounds' upkeep for the Leased Premises and for any improvements or additions made to existing structures or new structures constructed on the Leased Premises by Lessee, for the term of the Lease, and that such work may only be initiated after obtaining written authorization and approval from the City for such alterations, improvements and/or construction on the City's Leased Premises.

4.2 Lessor's Right to Participate. Nothing in the Agreement precludes the City from participating in financing, or providing labor, for Maintenance and Capital Improvements. The City may, on a case by case basis, consider such participation if requested by Lessee.

4.3 Alterations, Renovations. No alterations, renovations or additions to the Leased Premises may be made on or to the Leased Premises by the CLRA without the prior written approval of the City Council. Further, all additions, renovations, or alterations involving structural, electrical, mechanical, plumbing, etc., shall be performed and carried out under the appropriate permit for such work and by licenses tradesmen, when applicable. The CLRA shall be responsible for all repairs and maintenance of the Leased Premise.

4.4 No Liens/Claims Permitted. In no event shall Lessee, or any of its contractors or suppliers be permitted or allowed to place or file any lien, of any nature, on the Leased Premises, inasmuch as it is public property owned by the City of Lampasas, Texas. Further, Lessee acknowledges and agrees that, in the event that any claim or lien is improperly or illegally filed by any of CLRA's contractors, workers or materialmen for projects done on the Leased Property, then CLRA shall take all actions required to promptly remove such liens and shall take any and all actions needed to make the Lessor whole for any and all claim(s) or lien(s) filed that are related to work/materials/improvements made to the Leased Premises during the Lease Term or any extension thereof. [See also, Section 9.2, *supra*.]

4.5 Standards of Upkeep. The Lessee shall keep the Leased Premises and any improvements thereon in a condition of good repair and maintenance at all times and in the

condition that reflects credit upon the community and the City of Lampasas. No public nuisances or dangerous conditions shall be permitted to exist upon the Leased Premises and the condition of the Leased Premises shall conform to the Codes of the City of Lampasas at all times, and in all respects.

46 Maintenance and General Clean-Up of Premises. In accordance with the terms of this Lease Agreement, the Lessee shall be responsible for Maintenance and General Clean- Up of the Premises following each event held that CLRA holds, allows, or sponsors on the Leased Premises. As used in this agreement, the phrase "Maintenance and General Clean.-Up" means undertaking whatever activities are necessary to: (a).keep the Rodeo Arena, unimproved parking area leased under this agreement to CLRA, and surrounding areas accessed or used related to the CLRA's events, as allowed by this Agreement, clean of trash, rubbish and debris: (b) properly storing all equipment used by the Lessee, sub-lessors or rodeo/event participants in the activities at the Leased Premises: (c) ensure that the Leased Premises and the surrounding area(s) are clean and free from waste, trash and other debris: and (d) clean the surrounding areas of trash debris, or other waste, at the end of each day of each event held on the Leased Premises. In addition, Lessee shall provide equipment for the control and collection of solid waste, trash and debris, including the provision of on-site dumpsters and trash receptacles in adequate number and type to provide for litter control on the Leased Premises during all events. Lessee agrees that it shall be responsible for Maintenance and General Clean-Up, as defined herein. Nothing herein bars the City from the right to enter and periodically check the Leased Premises, during or after Lessee's and/or it's Users' occupancy and use of the Premises, to determine whether the cleaning required by this Agreement is being consistently conducted by the Lessee. Lessee acknowledges and agrees that if the City determines that Maintenance and General Clean-Up of the Leased Premises is not being conducted, as per this Agreement, the City Manager is authorized, at his sole discretion, to determine the appropriate resolution of the matter, including, but not limited to having contractors hired by the City perform the necessary cleaning of the Leased Premises, and invoicing the CLRA for all costs incurred by the City for such clean-up of the Leased Premises.

47 Emergency Repairs. Emergency repairs may be made *prior* to obtaining City consent if necessary and required to protect the health safety of persons and animals present on the Leased Premises, at the sole expense of the Lessee.

ARTICLE 5. INSURANCE AND INDEMNITY

51 Property Insurance. Lessee shall secure fire and casualty insurance for the Rodeo Arena and all improvements and appurtenances thereon, in amounts sufficient to restore and rebuild the property, improvements and all appurtenances thereto, in the event of their damage or loss, while under Lease by the CLRA. Lessee shall also be responsible for securing *its own insurance* to protect any and all CLRA personal property, equipment or CLRA contents, machinery, and/or animals that are placed or housed on the Leased Premises.

52 Liability Insurance. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, while the Leased Premises are being used by Lessee or its licensees, a public liability insurance policy acceptable to Lessor and/or Lessor's insurer, for damage claims through public use of or arising out of accidents occurring in or around the Leased

Premises in the minimum aggregate amount of One Million Dollars (\$1,000,000.00) for bodily injury or death, for any one occurrence, and One Hundred Thousand (\$100,000.00) for property damage for any one occurrence covering Lessor, as 'additional insured' (or equivalent), as well as Lessee, with one or more responsible insurance companies duly authorized to transact business in Texas. Lessee shall furnish annually to Lessor CLRA's certificates of all insurance required by this Section naming Lessor as an 'additional insured' (or equivalent). Lessor may, at its option, require such liability limits to be raised from time to time, in its sole discretion. Any User approved by Lessee to access/use the Leased Premises shall also be required to furnish Lessor with insurance policies acceptable to Lessor.

53 Failure to Maintain Policies. If Lessee does not maintain the requisite insurance in full force and effect. Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within ten (10) days after such notice certification showing all such insurance to be in full force and effect, Lessor may, at its option: (1) terminate this agreement, or (2) take out the necessary insurance to comply with the provisions hereof and pay the premiums for the items specified in such notice, and Lessee covenants thereupon on demand to fully reimburse and pay Lessor any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the highest legal rate per annum from the date of such payment by Lessor until repaid by Lessee.

54 Increasing Risk. Lessee agrees not to keep on the Leased Premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and facilities.

55 Waivers. Lessee agrees to require any and all Users and all rodeo and event participants approved per paragraph 6.2 to sign such written waivers and hold harmless agreements as may be required by Lessor as a condition of using the Leased Premises for events, including riding and rodeo contests or for any other purpose(s).

56 **INDEMNITY AND HOLD HARMLESS.** Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of or the management by Lessee and its Users' as well as from their activities on and around the Leased Premises, or from any breach by the Lessee of any conditions of this Lease, or from any intentional or negligence act of Lessee, its agents, contractors, employees, Users, concessionaires, or licensees in or about the Leased Premises that damage the Lessor or result in claims to the City, its officers, employees, representatives or agents. In case of any action or proceeding brought against Lessor by reason of any such claim Lessee, upon notice from Lessor, covenants to defend such action or proceeding by use of counsel acceptable to Lessor.

**ARTICLE 6. ASSIGNMENT, NO SUBLEASE;
OTHER ALLOWED USES; SECURITY**

6.1 No Assignment or Sublease. Lessee shall not assign this Lease or sublease the Leased Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Leased Premises without the prior express written

consent of the Lessor. Further, Lessee shall not place, or permit to be placed, any encumbrances or liens against Lessor's land. Any attempt to do any of the foregoing without Lessor's express written consent shall be void, and shall be a material breach of this Agreement, resulting in a termination of the Lease for cause.

6.2 Allowed Compensated Use of the Premises by CLRA – (Third-party Contractors). CLRA may, of its own volition, or at the request of the Lessor, authorize the use of the facilities by other properly insured entities (“Users”) for authorized events and functions. When such Users contact CLRA to use the Leased Premises, CLRA may charge such groups, reasonable and necessary fees, including deposits, as are appropriate to defray the costs of maintenance, staffing, cleaning and utilities, as shown in “Exhibit B”. These fees for use(s) will be submitted by CLRA to the City of Lampasas, and become effective, once approved by City Council. Such permitted use(s) of the Leased Premises for equestrian and rodeo events shall be for compensation set by and paid to the CLRA. These occupants who enter onto and who are present on the Leased Premises during such events, under contract with the CLRA, shall be considered ‘Users’ of the Leased Premises, subject to the terms and conditions set by CLRA in their ‘Rental and Use Agreements’ between the CLRA and the Users, groups and/or individuals. The CLRA shall be responsible, at all times, for all Users’ full compliance with all provisions set forth in this Lease Agreement as well as any additional terms contained in CLRA’s ‘Rental and Use Agreement’. CLRA shall provide the authorized representative of

CITY OF LAMPASAS LEASE AGREEMENT/ COUNTY OF LAMPASAS RODEO ASSOCIATION each User’s a copy of all applicable rules and restrictions pertaining to the Leased Premises prior to the User’s entry onto and use of the Leased Premises. At the time CLRA enters into each of its ‘User Rental and Use Agreements,’ CLRA shall furnish to the City of Lampasas: (i) a copy of same, along with (ii) all necessary Certificates of Insurance from the approved Users, in the amounts specified herein, naming both the CLRA and the City of Lampasas as "additional insureds."

6.3 Security. CLRA shall apply for and be solely responsible for compensation for security personnel provided, when required by City Ordinance, using uniformed personnel certified and commissioned peace officers by the State of Texas and approved by the Lampasas Police Department. Pursuant to requests and coordination, the Lampasas Police Chief or his/her designee, shall have final approval of required security for any event at the Leased Premises that involves the consumption of alcoholic beverages or involves an anticipated ‘Special Events attendance of 25 or more persons. Additionally, if any State or local regulation or rule requires the presence or assistance of security for a particular activity, then the Lessor shall arrange for same as per this paragraph.

ARTICLE 7. DEFAULT BY CLRA/REMEDIES BY CITY

7.1 Default by CLRA. The following events shall be deemed to be events by default by CLRA under this Lease Agreement:

- a. Lessee shall fail to pay any installment of the rent or shall fail to perform or discharge any other obligation or liability hereunder, requiring the payment of money when any such payment is due, and such failure shall continue for a period

of thirty (30) days from the date written notice of such failure was sent to Lessee by U.S. Mail, certified, return receipt requested.

- b. Lessee shall cease to exist as a tax-exempt, non-profit corporation, or shall cease to carry out the type of activities for which this Lease Agreement was entered into.
- c. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- d. Lessee shall fail to comply with any other terms, provisions, or covenants of this Lease Agreement, or shall fail to discharge any obligations or liability hereunder not involving the payment of money, and shall not cure any such failure within thirty (30) days after written notice to Lessee provided that if such default is not susceptible to cure within thirty (30) days, Lessee shall be deemed to have cured such default within such thirty (30) days period if Lessee diligently pursues such curative actions until such default is cured.

7.2 Remedies of City. Upon the occurrence of any such events nor default, City shall have the option to pursue any one or more of the following remedies upon thirty (30) days written notice to Lessee:

- a. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and remove Lessee and any other person who may be occupying said premises or any part thereof. Upon termination of this Lease, any improvements upon the Leased Premises and all appurtenances thereon shall become the property of Lessor.
- b. Enter upon and take possession of the Leased Premises, alter locks and other security devices at the Leased Premises, and remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, and, if Lessor so elects, re-lease the premises on such terms as are reasonable and as Lessor may deem advisable and receive the rent therefore.
- c. Lessee agrees to pay to Lessor, on demand, any deficiency that may arise by reason of such re-letting, if any shall occur within a year of the default by the CLRA.

ARTICLE 8. CITY'S RIGHT OF ENTRY FOR INSPECTION AND NECESSARY MAINTENANCE

8.1 City's Entry. City has and reserves the right to enter on the Leased Premises at reasonable times to inspect the condition, maintenance and repair of same, or to conduct any necessary activities in connection with its operations. If any appurtenances are locked, CLRA shall provide entry to same within 24 hours of request for same from a City representative.

ARTICLE 9. MISCELLANEOUS

9.1 Compliance with Laws, Rules and Regulations. Lessee, at its own expense, will comply with all Federal, State, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the activities conducted thereon by Lessee; will not commit any act which is a nuisance or annoyance to Lessor or to others, or which tends to injure or depreciate the Lease Premises; will not commit or permit waste in the Leased Premises. Lessee will observe all City ordinances, including those ordinances relating to signs, street parking, sound levels, alcoholic beverages, and all relevant Park Board rules.

9.2 Mechanic's Liens. Lessee shall not allow any mechanic's liens to be placed on the Leased premises. If a lien is inadvertently placed thereon, then within thirty (30) days after notice from Lessor of such an event, CLRA shall discharge any mechanic's lien for materials or labor claimed to have been furnished to the Leased Premises on Lessee's behalf.

93 Manner of Giving Notice. Notice given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, registered or certified mail, addressed to such person. Notices shall be delivered to the parties at the addresses set forth below or to such other addresses as the parties designate in writing.

a. Notice to Lessor:

Notice to Lessor shall be given to:

City Manager
312 East Third Street
Lampasas, Texas, 76550
Telephone: (512) 5566831.

b. Notice to Lessee:

Notice to Lessee shall be given to:

County of Lampasas Rodeo Assn.
c/o Heston McBride
PO Box 1571
Lampasas, TX 76550
Telephone: (512) 755-2388

94 Tax Status. If CLRA, or any of its Users hold(s) tax-exempt status, then it shall furnish to Lessor and the Lampasas County Appraisal District documentary evidence of such status, and shall keep current copies of same on file with Lessor's City Secretary and the Lampasas County Appraisal District

95 Right and Remedies Cumulative. The rights and remedies provided by the Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights and parties may have by law, statute, ordinance, or otherwise.

96 Force Majeure. Neither Lessor nor Lessee shall be required to perform any term,

condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome

97 Lease Application to agents, members, and representatives. This Lease and the covenants and conditions hereof apply to and are binding on the agents, members, representatives, and associates of the parties hereto.

98 Legal. Construction. In case any one or more of the provisions contained in this Agreement shall have for reason be held invalid, illegal, or unenforceable, it shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

99 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

910 Lease Property Accepted "AS IS." City provides no representations or warranties regarding the condition of the Leased Property or any improvements thereon.

Further, CLRA accepts and takes the Leased Premises in its "AS IS" condition after inspection, and acknowledges and agrees that it leases, enters and accepts the Leased Premises for its and its Users' purposes and uses as fully satisfactory and with any and all conditions and defects, if any, that exist thereon as of the initial date of this Agreement.

911 Lease Agreement Contingencies. CLRA's right to use the Leased Premises in accordance with the terms of this Agreement is contingent upon the fulfillment by Lessee of the following terms and conditions:

- a. Any City funds ever provided to the Lessee under the terms of this Agreement shall be used solely for the purposes of constructing a rodeo arena and related facilities. Further, fee title to all facilities, including any constructed or improved by CLRA during the term of this Agreement shall remain in the City, even after expiration and/or termination of the Agreement, for or without cause.
- b. Lessee shall be responsible for obtaining (and paying for) all city, county, state, or federal permits required to construct such facilities.
- c. Lessee shall furnish reports to Lessor when requested, and at least quarterly, which detail the progress of improvement construction, and shall make its books and records for the said improvements available for Lessor's inspection and audit at all reasonable times.
- d. Lessor shall have the right to inspect the Leased Premises and the Lessee's improvements thereto at all reasonable times.

912 Texas Law to Apply. This Agreement shall be construed under and in
CITY OF LAMPASAS LEASE AGREEMENT/ COUNTY OF LAMPASAS RODEO ASSOCIATION

accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lampasas County, Texas, and venue for any litigation pertaining to this Agreement shall be in Lampasas County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 2025, in the City of Lampasas, Texas.

LESSOR:
CITY OF LAMPASAS BY:

MAYOR HERB PEARCE

ATTEST:

Kayleigh Stanley, City Secretary

LESSEE:
LAMPASAS CLRA, INC.
BY ITS AUTHORIZED REPRESENTATIVE

BY:

HESTON MCBRIDE

ATTEST: TITLE: _____

Corporate Secretary For
Lampasas CLRA

COOPERATIVE ARENA USE & ADMINISTRATION AGREEMENT

This Cooperative Arena Use & Administration Agreement (“Agreement”) is entered into by and between the **County of Lampasas Rodeo Association (CLRA)** and the **Lampasas Riding Club (LRC)** (collectively, the “Parties”).

1. Purpose

The purpose of this Agreement is to outline a cooperative relationship between CLRA and LRC for the use, administration, and support of activities at the Lampasas City Arena. This Agreement is intended to support community equestrian activities while ensuring CLRA retains control and compliance with its lease obligations with the City of Lampasas.

This Agreement is **not** a lease, sublease, partnership, or joint venture.

2. LRC Events – Fee Waiver

2.1 Authorized Events

CLRA agrees to waive the standard arena event rental fee and event deposit requirement for **up to twelve (12) LRC-hosted events per calendar year**, subject to the following conditions:

- All LRC event dates must be scheduled in advance and approved by CLRA.
- LRC events shall be conducted in accordance with CLRA policies, City of Lampasas rules, and all applicable laws.
- This waiver applies **only** to the designated LRC events and does not apply to any other activities.

2.2 Exclusions

The fee waiver does **not** include: - Lighting (unless separately approved by CLRA) - Exclusive use of the arena - Use of pens, chutes, equipment, or utilities unless approved - Private riding or practices outside scheduled LRC events

All private or individual riding outside of approved LRC-hosted events shall be subject to CLRA’s standard public-use rules and fees.

3. Cleanup Responsibilities

LRC agrees to assist with routine cleanup during and immediately following its approved events, including the removal of trash and debris generated by participants and spectators.

This responsibility does not transfer long-term maintenance, repair obligations, or liability for facility conditions from CLRA.

4. Public Riding Administration

LRC may assist CLRA with the **administration of public riding use** of the arena, acting **solely on behalf of CLRA**, including:

- Collecting signed liability waivers
- Collecting public-use fees as established by CLRA
- Monitoring compliance with posted arena rules
- Reporting issues or violations to CLRA

LRC shall not independently grant permission, deny access, modify fees, schedule events, or represent itself as having authority over the arena. Final authority over arena use, scheduling, enforcement, and policy remains with CLRA at all times.

5. Volunteer Support for CLRA Events

LRC agrees to provide reasonable volunteer assistance for CLRA-hosted events, including but not limited to the Riata Rodeo, when requested by CLRA and coordinated in advance, subject to member availability.

Nothing in this section guarantees staffing levels or creates an obligation beyond reasonable volunteer support.

6. Insurance & Waivers

All LRC members and participants must comply with CLRA's liability waiver requirements. LRC agrees to use only CLRA-approved waiver forms and procedures.

Nothing in this Agreement alters CLRA's insurance obligations under its lease with the City of Lampasas. LRC does not assume ownership, leasehold interest, or insurance responsibility for the arena.

7. Compliance with City Lease

This Agreement is subordinate to CLRA's lease with the City of Lampasas. In the event of any conflict, the terms of the City lease shall control. LRC agrees to comply with all applicable City rules, ordinances, and park regulations.

8. Term & Termination

This Agreement shall be effective upon execution and shall continue on a rolling annual basis.

Either Party may terminate this Agreement for any reason upon **thirty (30) days written notice** to the other Party.

CLRA may immediately suspend or terminate this Agreement if required to do so by the City of Lampasas or due to material non-compliance.

9. No Partnership or Assignment

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or ownership interest between the Parties.

LRC may not assign or transfer any rights under this Agreement.

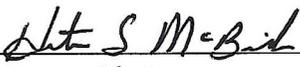
10. Entire Agreement & Amendments

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein. Any amendments must be in writing and signed by both Parties.

11. Signatures

By signing below, the Parties agree to the terms of this Cooperative Arena Use & Administration Agreement.

COUNTY OF LAMPASAS RODEO ASSOCIATION (CLRA)

Signature: 
Name: HESTON MCBRIDE
Title: Member CLRA
Date: 12-31-2025

LAMPASAS RIDING CLUB (LRC)

Signature: 
Name: Jason Matthews Sr
Title: President
Date: 12-31-2025


City Manager

ITEM NO. 4.11

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

Subject:

Discussion and possible action regarding the closure of Naruna Road for Golf Tournaments.

Requested By: Kris Morin, Golf Course Manager

Submitted By: Kris Morin, Golf Course Manager

Date Submitted: January 7, 2026

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

N/A

Attachments: Location of use on Naruna Road

Summary Statement:

To accommodate the golfers and maintenance workers, City staff is requesting for approval of the closure of Naruna Road during Lampasas Middle and High School Golf Tournaments and City sanctioned tournaments with a significant registration number. This is for a total of 20 days spread out over the dates of these tournaments.

City staff will notify the Police Department, Fire Department and IT for proper notification to the public.

Recommendation:

To consider a motion to approve the closure of Naruna Road for Golf Tournaments.

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

Subject:

Discussion and possible action regarding 63-month lease of a new printer/copier for the Police Department from Visual Edge IT in the amount of \$508.73 per month.

Requested By: Jody Cummings, Chief of Police

Submitted By: Jody Cummings, Chief of Police

Date Submitted: January 07, 2026

For the Agenda of: January 12, 2026

Procurement and Funding Statement:

Continue to use funds in Equipment Rental line item. The small overage at the end of the fiscal year (approx. \$1,604.76) can be covered by another line item.

Attachments: Proposal from Felipe Ardila of Visual Edge IT

Summary Statement:

A Visual Edge IT Sales Executive recently met with Police Department staff to review options for renewing the Department's copier/printer lease, which is set to expire in fall 2026. The current Xerox Altalink CA135 machine and its soon-to-expire lease are more than five years old, and the Department has consistently exceeded the contract's monthly copy allowance, resulting in recurring overage charges. Through these discussions, staff were presented with an opportunity to upgrade to a new Xerox Altalink CA235 under a proposed 63-month lease agreement. The updated contract provides a substantial increase in the monthly allotment of both black-and-white and color copies, better aligning with the Department's operational needs and reducing the likelihood of continued overage fees. The new machine offers similar functionality to the current model, and while the monthly cost will rise slightly, staff anticipate that the reduction in overages charges will offset much of the increase.

Recommendation:

To consider a motion to approve the 63-month lease of the Xerox AltaLink CA235 from Visual Edite IT for a cost of \$508.73 a month/\$6,104.76 a year.

Prepared For:

City of Lampasas – Police Department

301 4th St

Lampasas, TX 76550

Prepared By: Felipe Ardila

Business Technology Advisor

Cell: (512) 630-8855

fardila@visualedgeit.com

Current	Monthly Cost	Proposed	Monthly Cost
63-Month Lease – Xerox XERALC8135/H2	\$306.04 /mo	New 63-Month Lease – 1x NEW Xerox C8235/H2 (A3) Color MFP, 35ppm Print/Copy, Duplex Automatic Document Feeder (DADF), 4 Paper Trays, Office Finisher, Wireless Printing	*\$508.73/mo
Service/Supplies & Monthly Included Prints	Included	Service/Supplies & Monthly Included Prints	Included
Current B/W 2400/Mo Included - Overages @ \$0.0172 - 12 Mo. Avg: 2795/ mo - (Billed Quarterly)	\$6.79	NEW B/W 2800/Mo Included - Overages @ \$0.0089 - 12 Mo. Avg: 2795/mo - (Billed Quarterly)	Included
Current Color 1660/Mo Included - Overages @ \$0.0941 - 12 Mo. Avg: 3004/ mo - (Billed Quarterly)	\$126.47	NEW Color 3000/Mo Included - Overages @ \$0.059 - 12 Mo. Avg: 3004/mo - (Billed Quarterly)	Included
Current Monthly TCO (Total Cost of Ownership)	\$439.30 /mo	Proposed Monthly TCO, Lease/Service, w/images	\$508.73/mo

Pricing Includes: Total Satisfaction of Current Lease + Return Shipping of Current Unit

Also Includes: All Delivery, Installation, Setup & Training + All Parts / Labor / Supplies @ No Extra Charge

NOTE: Promotional Pricing Valid based on Order by 11/19/2025 & Installation by 12/10/2025