



# CITY COUNCIL AGENDA

---

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULARLY SCHEDULED MEETING AT 5:30 P.M. ON TUESDAY, OCTOBER 16, 2018, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

---

**1. CALL TO ORDER:**

**2. INVOCATION:**

**3. CONSENT AGENDA:** All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on September 18<sup>th</sup>, 2018.

b. **BILLS FOR SEPTEMBER 2018:** Approval of the bills paid by the City of Lamesa for the month of September 2018.

**4. APPROVAL OF FY 2017/2018 BUDGET CARRYFORWARD TO FY 2018/2019 BUDGET:** City Council to consider approving on Second reading a FY 2017/2018 budget carryforward of \$2,155 for rental of mini-excavator for repair of potholes throughout the City. (*City Manager*)

**5. RESOLUTION APPROVING A FIVE-YEAR LEASE OF A CATERPILLAR 120M2 MOTOR GRADER AS OF OCTOBER 1, 2018 FROM WARREN CAT:** City Council to consider passing a Resolution approving a five-year lease of a Caterpillar 120M2 motor grader from Warren CAT for the Streets and Sanitation Departments as of October 1, 2018. (*City Manager and Streets and Sanitation Director*)

**6. RESOLUTION APPROVING A THREE-YEAR LEASE OF A CATERPILLAR 232D SKID STEER LOADER AS OF OCTOBER 1, 2018 FROM WARREN CAT:** City Council to consider passing a Resolution approving a three-year lease of a Caterpillar 232D skid steer loader from Warren CAT for the Streets Department as of October 1, 2018. (*City Manager and Parks and Street/Supervisor*)

- 7. PUBLIC HEARING REGARDING THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACT NO. 7216280 – WATER DISTRIBUTION SYSTEM IMPROVEMENTS:** City Council shall conduct a public hearing regarding the Texas Community Development Block Grant Program Contract No. 7216280 – Water Distribution System Improvements. *(City Manager and Kay Howard, HOWCO Services)*
- 8. ADOPT FINANCIAL POLICY:** City Council to consider passing a resolution approving the City's Financial Policy for Fiscal Year 2018-2019. *(Finance Director)*
- 9. CALL FOR RFP FOR REDISTRICTING SERVICES:** City Council to consider authorizing an all for Request for Proposals for Redistricting Services, to include a description of qualifications, cost breakdown of demographic survey services and legal services with timeline for completion and estimated payments for services by year. *(City Manager)*
- 10. CALL FOR BIDS FOR RENOVATION OF CITY HALL RESTROOMS TO ADA STANDARDS:** City Council to consider submitting a request/call for bids for the renovations of the City Hall restrooms to ADA standards. *(City Manager)*
- 11. EMERGENCY PURCHASE OF 2005 ENGINE/PUMPER FOR FIRE DEPARTMENT:** City Council to consider purchasing a 2005 Freightliner Engine/Pumper (6,511 mileage) from Daco. This is a trade-in from the City of Stanton. The Weaver Foundation has agreed to finance the purchase. *(Fire Chief)*
- 12. DISCUSSION OF REVISITING AND RE-ESTABLISHING A CHARTER COMMISSION TO REVIEW THE CITY CHARTER FOR FUTURE AMENDMENTS:** City Council to discuss and give direction to staff in regards to revisiting and re-establishing a Charter Commission to review the City Charter for future amendments. *(Mayor)*
- 13. REQUEST FOR ZONE CHANGE 11.2 ACRES BETWEEN AVE Q. AND AVE R. AND NORTH 11TH:** City Council to consider approving an Ordinance on Second reading approving a zone change for the following property:

11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup> LAMESA ALLIANCE PROJECT: APPLICANT IS REQUESTING A SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) FOR USE AS SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK

from zoning District R-1 to Zoning District SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) located between AVE Q & AVE R NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup> STREET LAMESA, TEXAS upon recommendation of The Planning and Zoning Commission in CASE NO. PZ 18-10 for use as SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK.
- 14. FINANCIAL REPORT:** Finance Director to report on the city's finances.

**15. INVESTMENT REPORT:** Finance Director to report on City's investments through the 4<sup>th</sup> quarter of FY 2017/2018.

**16. CITY STAFF REPORTS:**

- a. **POLICE CHIEF REPORT:** Police Chief to report on the city's recent events:
- b. **FIRE CHIEF REPORT:** Fire Chief to report on the city's recent events:
- c. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events:

**17. CITY MANAGER REPORT:** City Manager to report on current activities.


**18. MAYORS REPORT:** Mayor to report on future plans and goals.

**19. ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be November 20, 2018 at 5:30 P.M.*

### CLOSED MEETINGS

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 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) and 551.087 (Economic Development).

### PUBLIC PARTICIPATION

 The meeting will be held pursuant to the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items listed above. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should notify the City Secretary before the meeting. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary by the end of business hours on the Wednesday before the next meeting in order to be considered for inclusion on that agenda.

### MEETING ACCESSIBILITY

Upon request, auxiliary aids and services will be provided to an individual with a disability in order to allow them to effectively participate in the city council meeting. Those requesting auxiliary aids or services should notify the contact person listed below at least twenty-four hours prior to the meeting by mail, telephone or RELAY Texas (1-800-735-2989)

**Contact: Betty Conde at 806-872-4322**

✉ 601 South First Street, Lamesa, Texas 79331

☎ **Telephone - (806) 872-4322**

📠 **Fax - (806) 872-4338**

### CERTIFICATION OF NOTICE



I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at 4:45 p.m., **October 12<sup>th</sup>, 2018** in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary



# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEMS: 1 & 2**

1. **CALL TO ORDER:** *Announcement by the Mayor.* "This meeting is being held in accordance with the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items as posted. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should complete a request at this time. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary in order to be considered for inclusion on the agenda of the next meeting. A quorum being present as evidenced by the presence of \_\_\_\_ members of the City Council, this meeting is hereby called to order."

The following members are present:

JOSH STEVENS	Mayor
BRANT STEWART	Council Member – Mayor Pro-tem/ District 1
MARIE . BRISENO	Council Member – District 2
RICK MORENO	Council Member – District 3
JASON MORENO	Council Member- District-4
BOBBY G. GONZALES	Council Member – District 5
DOUGLAS MORRIS	COUNCIL MEMBER - DISTRICT-6

City Staff members present at the meeting:

SHAWNA D. BURKHART	City Manager
BETTY CONDE	City Secretary
RUSSELL CASSELBERRY	City Attorney

Members of the press present at the meeting:

Members of the public present at the meeting:

- 2 **INVOCATION:**  
**AND PLEDGE OF ALLEGIANCE.**



# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 3**

SUBJECT: **CONSENT AGENDA ITEMS**  
PROCEEDING: Approval  
SUBMITTED BY: City Staff

### **SUMMARY STATEMENT**

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on September 18, 2018.

b. **BILLS FOR SEPTEMBER 2018:** Approval of the bills paid by the City of Lamesa for the month of September 2018.

### **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to approve Item 3a and b. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

### **CITY MANAGER'S MEMORANDUM**

These items are considered to be non-controversial, but do require formal council approval. If a council member objects to a consent item, it is removed from the list and separate action is taken on the item(s). If a council member questions a consent item, but not so strongly as to require that it be removed from the list, his/her no vote or abstention can be entered in the minutes when the consent vote is taken. **Recommend approval.**

THE STATE OF TEXAS }  
COUNTY OF DAWSON }  
CITY OF LAMESA }

**MINUTES OF THE CITY COUNCIL REGULARLY CALLED MEETING:**

**SEPTEMBER 18, 2018**

On this the 18<sup>th</sup> day of September, 2018 at 5:30 P.M., there came on and was held a regularly called meeting of the City Council of the City of Lamesa, Dawson County, Texas. Notice of such meeting having been posted at the City Hall at 601 South First Street in the City of Lamesa, Texas in accordance with the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551). The following items were listed on the notice and the following proceedings were had, viz.:

CALL TO ORDER: Mayor Stevens announced that the meeting was being held in accordance with the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551), and that discussion and actions are limited to the agenda items as posted. A quorum being present as evidenced by the presence 6 City Council Members were present:

JOSH STEVENS	MAYOR
BRANT STEWART	COUNCIL MEMBER-DISTRICT 1 MAYOR PRO-TEM
MARIE BRISENO	COUNCIL MEMBER – DISTRICT 2
RICK MORENO	COUNCIL MEMBER– DISTRICT 3
JASON MORENO	COUNCIL MEMBER – DISTRICT 4
BOBBY G. GONZALES	COUNCIL MEMBER – DISTRICT 5
(ABSENT) DOUG MORRIS	COUNCIL DISTRICT 6

City staff members present at the meeting:

SHAWNA D. BURKHART	CITY MANAGER
BETTY CONDE	CITY SECRETARY
RUSSELL CASSELBERRY	CITY ATTORNEY

Members of the press present at the meeting:

Herrel Hallmark

Members of the public present at the meeting:

Robert Ramirez	Sandy Trevino	Cris Norris
Irma Ramirez	Larry Duyck	Wayne Chapman
Dionicio Garza Jr	Mike Lopez	

**INVOCATION:** Bobby Gonzales

**CONSENT AGENDA:** All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

- a) **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meetings held on September 11<sup>th</sup>, 2018.
- b) **BILLS FOR AUGUST 2018:** Approval of the bills paid by the City of Lamesa for the month of August 2018.

Motion by Council Member Briseno to approve Item 3a and b. Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 6                      "NAY"                      "ABSTAIN"

**RATIFICATION OF TRADE-IN FOR 1987 E-1 PUMPER/ENGINE FOR NEW 2018 ROSENBAUER FIRE TRUCK:** City Council to consider ratifying the trade-in of the 1987 E-1 Pumper/Engine toward the purchase of the 2018 Rosenbauer Fire Truck.

Motion by Council Member Gonzales to consider ratifying the trade-in of the 1987 E-1 Pumper/Engine toward the purchase of the 2018 Rosenbauer Fire Truck. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 6                      "NAY"                      "ABSTAIN"

**APPROVAL OF TRADE-IN FOR 1990 CATERPILLAR 120G ROAD GRADER / MAINTAINER FOR NEW 2018 CATERPILLAR ROAD GRADER / MAINTAINER:** City Council to consider approving the trade-in of the 1990 Caterpillar 120G road grader / maintainer toward the purchase of the 2018 Caterpillar road grader / maintainer.

Motion by Council Member Stewart to consider approving the trade-in of the 1990 Caterpillar 120G road grader / maintainer toward the purchase of the 2018 Caterpillar road grader / maintainer. Motion seconded by Council Member Jason Moreno and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 6                      "NAY"                      "ABSTAIN"

**APPROVAL OF MANAGED SERVICES MASTER CONTRACT AND RELATED ADDENDUMS WITH MANDRY TECHNOLOGY SOLUTIONS:** City Council to consider approving a one-year managed services master contract and addendums for City backups, COL Police Backups, Core Infrastructure support, Hosted Tools & Offsite Backups and On-site and Remote End-User Support.



Motion by Council Member Gonzales to approve a one-year managed services master contract and addendums for City backups, COL Police Backups, Core Infrastructure support, Hosted Tools & Offsite Backups and On-site and Remote End-User Support. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

**VOTING:** "AYE" 6 "NAY" "ABSTAIN"

## APPROVAL OF FY 2017/2018 BUDGET CARRYFORWARD TO FY 2018/2019

**BUDGET:** City Council to consider approving a FY 2017/2018 budget carryforward of \$2,155 for rental of mini-excavator for repair of potholes throughout the City.

Motion by Council Member Gonzales to approve FY 2017/2018 budget carryforward of \$2,155 for rental of mini-excavator for repair of potholes throughout the City. Motion seconded by Council Member Briseno and upon being put to a vote the motion passed.

**VOTING:** "AYE" 6 "NAY" "ABSTAIN"

**RESOLUTION APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2018**

**RATE REVIEW MECHANISM FILINGS:** Consider passing a Resolution approving a negotiated settlement between the Steering Committee of Cities served by Atmos (Cities) and Atmos Energy Corp., West Texas Division regarding the Company's 2018 Rate Review Mechanism (RRM) filings declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse cities' reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the company and the cities' legal counsel.

Motion by Council Member Gonzales to pass a Resolution approving a negotiated settlement between the Steering Committee of Cities served by Atmos ("Cities") and Atmos Energy Corp., West Texas Division regarding the company's 2018 Rate Review Mechanism Filings. Motion seconded by Council Member Jason Moreno and upon being put to a vote the motion passed.

**VOTING:** "AYE" 6 "NAY" "ABSTAIN"

**APPROVAL OF TMLIEBP HEALTH INSURANCE RE-RATE:** City Council to consider approving the Calendar Year 2019 TMLIEBP health insurance re-rate (approximately 7% increase over prior year).

Motion by Council Member Stewart to approve the Calendar Year 2019 TMLIEBP health insurance re-rate (approximately 7% increase over prior year). Motion seconded by Council Member Jason Moreno and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 6                      "NAY"                      "ABSTAIN"

**PUBLIC HEARING ON REQUEST FOR ZONE CHANGE – 11.2 ACRES BETWEEN AVE Q. & AVE R. AND NORTH 11<sup>TH</sup>:** Public hearing regarding a zone change for the following property:

11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup> LAMESA ALLIANCE PROJECT: APPLICANT IS REQUESTING A SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) FOR USE AS SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK.

from zoning District R-1 to Zoning District SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) located between AVE Q & AVE R NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup> STREET LAMESA, TEXAS upon recommendation of The Planning and Zoning Commission in **CASE NO. PZ 18-10** for use as SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK.

#### **PUBLIC HEARING**

The Mayor will ask if anyone wishes to speak regarding the request for changing the zoning designation from Zoning District R-1 to Zoning District SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1).

The following persons spoke: No one spoke

The Public hearing started at 6:00 p.m. and closed at 6:09 p.m.

**REQUEST FOR ZONE CHANGE 11.2 ACRES BETWEEN AVE Q. AND AVE R. AND NORTH 11<sup>TH</sup>:** City Council to consider approving an Ordinance on First reading approving a zone change for the following property:

11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup> LAMESA ALLIANCE PROJECT: APPLICANT IS REQUESTING A SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) FOR USE AS SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK.

from zoning District R-1 to Zoning District SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) located between AVE Q & AVE R NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup> STREET LAMESA, TEXAS upon recommendation of The Planning and Zoning Commission in **CASE NO. PZ 18-10** for use as SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK. (*Building Inspector*)

Motion by Council Member Stewart to pass an Ordinance on first reading to change the zoning designation of the following described property from Zoning District R-1 to Zoning District SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) for use as SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK. upon recommendation of the Planning and Zoning Commission to-wit:

A 11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9<sup>TH</sup>  
AND NORTH 11<sup>TH</sup>

Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 6                      "NAY"                      "ABSTAIN"

**AWARD PROPOSALS / QUALIFICATIONS FOR BOND COUNSEL (USDA GRANT):**  
City Council to consider awarding proposals for Qualification for Bond Counsel for the USDA.

Motion by Council Member Gonzales awarded the proposal for Qualification for Bond Counsel for the USDA Grant to Norton Rose Fulbright US LLP. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 6                      "NAY"                      "ABSTAIN"

**APPROVAL OF LEASE OF CATERPILLAR 120M2 MOTOR GRADER AS OF OCTOBER 1, 2018 FROM WARREN CAT:** City Council to consider approving a five-year lease of a Caterpillar 120M2 motor grader from Warren CAT for the Streets and Sanitation Departments as of October 1, 2018.

Motion by Council Member Stewart to. approve a five-year lease of a Caterpillar 120M2 motor grader from Warren CAT for the Streets and Sanitation Departments as of October 1, 2018. Motion seconded by Council Member Jason Moreno and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 6                      "NAY"                      "ABSTAIN"

**APPROVAL OF LEASE OF CATERPILLAR 232D SKID STEER LOADER AS OF OCTOBER 1, 2018 FROM WARREN CAT:** City Council to consider approving a three-year lease of a Caterpillar 232D skid steer loader from Warren CAT for the Streets Department as of October 1, 2018. (*City Manager and Parks and Street/Supervisor*)

Motion by Council Member Gonzales to approve a three year lease of a Caterpillar 232D skid steer loader from Warren CAT for the Streets Department as of October 1, 2018. Motion seconded by Council Member Jason Moreno and upon being put to a vote the motion passed.

**VOTING:**

"AYE" 6

"NAY"

"ABSTAIN"

**UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events.

**FINANCIAL REPORT:** Finance Director to report on the city's finances.

**CITY MANAGER REPORT:** City Manager to report on current activities and answer questions from the City Council.

**MAYORS REPORT:** Mayor to report on future plans and goals.

**ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be October 16, 2018 at 5:30 P.M.*

Pursuant to the provisions of the Texas Open Meetings Act, the City Council certifies that the items above are a full record of the subject matter of each deliberation and indicates each vote, order, decision or other action taken by the City Council of the City of Lamesa, Texas at the meeting held on the date indicated above. Ratified and approved at the regularly called meeting of the City Council of the City of Lamesa, Texas held on September 18, 2018.

**ATTEST:**

**APPROVED:**

---

Betty Conde  
City Secretary

---

Josh Stevens  
Mayor

10-11-2018 2:33 PM  
FUND : 01 -GENERAL FUND  
DEPT : N/A

DETAILED LISTING

PAGE: 1  
PERIOD TO USE: Sep-2018 THRU Sep-2018  
ACCOUNTS: 1001 THRU 1001

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT=====BALANCE=====

1001 CASH IN BANK

9/04/18	9/04	A13253	CHK: 196770	14749	ADVANCED ANALYSIS, INC	1022	840.00CR	840.00CR
9/04/18	9/04	A13254	CHK: 196771	14749	ALL-AMERICAN PUMP & MACH	1048	7,022.30CR	7,862.30CR
9/04/18	9/04	A13255	CHK: 196772	14749	LAMESA CHAMBER OF COMMER	1457	2,475.00CR	10,337.30CR
9/04/18	9/04	A13256	CHK: 196773	14749	LAMESA BEARING, INC.	2480	108.90CR	10,446.20CR
9/04/18	9/04	A13257	CHK: 196774	14749	MEDICAL ARTS HOSPITAL	2971	96.00CR	10,542.20CR
9/04/18	9/04	A13258	CHK: 196775	14749	PARKHILL, SMITH & COOPER,	3263	4,959.96CR	15,502.16CR
9/04/18	9/04	A13259	CHK: 196776	14749	SOUTH PLAINS COMMUNICATI	3729	1,078.10CR	16,580.26CR
9/04/18	9/04	A13261	CHK: 196778	14749	STANDARD INSURANCE CO	3782	1,042.92CR	17,623.18CR
9/04/18	9/04	A13262	CHK: 196779	14749	UNIFIRST HOLDINGS, INC	4079	38.70CR	17,661.88CR
9/04/18	9/04	A13263	CHK: 196780	14749	WINDSTREAM COMMUNICATION	4460	591.11CR	18,252.99CR
9/04/18	9/04	A13264	CHK: 196781	14749	SALAZAR JANITORIAL SERVI	4610	900.00CR	19,152.99CR
9/04/18	9/04	A13265	CHK: 196782	14749	VICTOR O SCHINNERER & CO	4715	382.00CR	19,534.99CR
9/04/18	9/04	A13266	CHK: 196783	14749	LOWE'S	4970	356.26CR	19,891.25CR
9/04/18	9/04	A13267	CHK: 196784	14749	CREATIVE INKS	5035	6.00CR	19,897.25CR
9/04/18	9/04	A13268	CHK: 196785	14749	ASSOCIATION OF HISPANIC	5060	75.00CR	19,972.25CR
9/04/18	9/04	A13269	CHK: 196786	14749	USABLUEBOOK	5100	3,167.10CR	23,139.35CR
9/04/18	9/04	A13270	CHK: 196787	14749	STANDARD COFFEE SERVICE	5275	230.97CR	23,370.32CR
9/04/18	9/04	A13271	CHK: 196788	14749	UNITED OIL & GREASE - LU	5836	1,039.31CR	24,409.63CR
9/04/18	9/04	A13272	CHK: 196789	14749	JOHN DEERE FINANCIAL	5861	26.28CR	24,435.91CR
9/04/18	9/04	A13273	CHK: 196790	14749	IBS OF THE SOUTH PLAINS,	5867	425.85CR	24,861.76CR
9/04/18	9/04	A13274	CHK: 196791	14749	STATEWIDE ELEVATOR INSPE	5935	275.23CR	25,136.99CR
9/04/18	9/04	A13275	CHK: 196792	14749	PNC EQUIPMENT FINANCE,LL	5960	584.29CR	25,721.28CR
9/04/18	9/04	A13276	CHK: 196793	14749	JOE RODRIGUEZ	5986	90.78CR	25,812.06CR
9/04/18	9/04	A13277	CHK: 196794	14749	LONGLEY DIESEL & EQUIPME	6039	1,811.52CR	27,623.58CR
9/04/18	9/04	A13278	CHK: 196795	14749	LEVI ROBERTS	6104	197.65CR	27,821.23CR
9/04/18	9/04	A13279	CHK: 196796	14749	SIERRA SPRINGS	6114	91.34CR	27,912.57CR
9/04/18	9/04	A13280	CHK: 196797	14749	SYLVIA I ORTIZ DAWSON CO	6133	37.50CR	27,950.07CR
9/04/18	9/04	A13281	CHK: 196798	14749	NORTH TEXAS TOLLWAY AUTH	6198	14.84CR	27,964.91CR
9/04/18	9/04	A13282	CHK: 196799	14749	GONZALES WELDING	6254	360.00CR	28,324.91CR
9/04/18	9/04	A13283	CHK: 196800	14749	HURRICANE OFFICE FURNITU	6273	2,200.00CR	30,524.91CR
9/04/18	9/04	A13284	CHK: 196801	14749	WEST TEXAS GRAPHICS	6315	70.00CR	30,594.91CR
9/04/18	9/04	A13285	CHK: 196802	14749	OFFICE OF CATHERINE M LA	6317	250.00CR	30,844.91CR
9/04/18	9/04	A13286	CHK: 196803	14749	ADAMS PAINT CO.	6336	495.35CR	31,340.26CR
9/04/18	9/04	A13287	CHK: 196804	14749	ODESSA PUMPS	6378	8,233.50CR	39,573.76CR
9/04/18	9/04	A13288	CHK: 196805	14749	UVEON TECHNOLOGIES LLC	6418	5,600.00CR	45,173.76CR
9/04/18	9/04	A13289	CHK: 196806	14749	ONE STOP AUTOMOTIVE	6442	958.98CR	46,132.74CR
9/04/18	9/04	A13290	CHK: 196807	14749	TCF EQUIPMENT FINANCE	6448	1,602.93CR	47,735.67CR
9/04/18	9/04	A13291	CHK: 196808	14749	AVEN HERNANDEZ	6456	50.00CR	47,785.67CR
9/04/18	9/04	A13292	CHK: 196809	14749	DE LAGE LANDEN PUBLIC FI	6511	1,152.96CR	48,938.63CR
9/04/18	9/04	A13293	CHK: 196810	14749	CALISTRO SANCHEZ	6602	285.77CR	49,224.40CR
9/04/18	9/04	A13294	CHK: 196811	14749	DANIEL OGEDA JR	6662	200.00CR	49,424.40CR
9/04/18	9/04	A13295	CHK: 196812	14749	ROAD RESCUE ASPHALT PATC	6668	9,548.00CR	58,972.40CR
9/04/18	9/04	A13296	CHK: 196813	14749	QLVS, INC.	6674	240.00CR	59,212.40CR



10-11-2018 2:33 PM  
FUND : 01 -GENERAL FUND  
DEPT : N/A

D E T A I L L I S T I N G

PAGE: 2

PERIOD TO USE: Sep-2018 THRU Sep-2018  
ACCOUNTS: 1001 THRU 1001

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT=====BALANCE=====

1001 CASH IN BANK

\* ( CONTINUED ) \*

9/04/18	9/04	A13297	CHK: 196814	14749	LISA'S SWEET DESIGNS	6676		190.00CR	59,402.40CR
9/04/18	9/04	A13298	CHK: 196815	14749	STACY SCHWARTZ	6677		24.98CR	59,427.38CR
9/04/18	9/04	A13299	CHK: 196816	14750	LAMESA BUTANE COMPANY	2500		9,115.81CR	68,543.19CR
9/04/18	9/04	A13300	CHK: 196753	14764	DAWSON CO. LIBRARY	1611		630.00CR	69,173.19CR
9/04/18	9/04	A13301	CHK: 196754	14764	HENRY NORRIS AGENCY, . IN	3190		1,041.66CR	70,214.85CR
9/04/18	9/04	A13302	CHK: 196755	14764	SOUTH PLAINS PUBLIC HEAL	3730		2,455.22CR	72,670.07CR
9/04/18	9/04	A13303	CHK: 196756	14764	VOLUNTEER FIRE DEPARTMEN	4090		400.00CR	73,070.07CR
9/04/18	9/04	A13304	CHK: 196757	14764	DUYCK LARRY	5777		200.00CR	73,270.07CR
9/04/18	9/04	A13305	CHK: 196758	14764	DALE ALWAN	5983		200.00CR	73,470.07CR
9/04/18	9/04	A13306	CHK: 196759	14764	BOB THOMAS	5984		200.00CR	73,670.07CR
9/04/18	9/04	A13307	CHK: 196760	14764	JASON WILEY	6025		200.00CR	73,870.07CR
9/04/18	9/04	A13308	CHK: 196761	14764	MICKEY PLANAGAN	6333		200.00CR	74,070.07CR
9/04/18	9/04	A13309	CHK: 196762	14764	CORBIN SAENZ	6350		200.00CR	74,270.07CR
9/04/18	9/04	A13310	CHK: 196763	14764	STEVE ALEXANDER	6356		200.00CR	74,470.07CR
9/04/18	9/04	A13311	CHK: 196764	14764	JEROMY DAWSON	6457		200.00CR	74,670.07CR
9/04/18	9/04	A13312	CHK: 196765	14764	ERNESTO ENRIQUEZ	6532		200.00CR	74,870.07CR
9/04/18	9/04	A13313	CHK: 196766	14764	MARK DAILY	6533		200.00CR	75,070.07CR
9/04/18	9/04	A13314	CHK: 196767	14764	FRANCISCO VARGAS SANCHEZ	6549		200.00CR	75,270.07CR
9/04/18	9/04	A13315	CHK: 196768	14764	ASHTIN SUFIENTES	6564		200.00CR	75,470.07CR
9/04/18	9/04	A13316	CHK: 196769	14764	ALEJANDRO ESPARZA	6568		200.00CR	75,670.07CR
9/04/18	9/04	A13320	CHK: 196827	14767	LAMESA NATIONAL BANK	2630		152,990.00CR	228,660.07CR
9/04/18	9/04	A13321	CHK: 000000	14768	INTERNAL REVENUE SERVICE	5832		30,969.08CR	259,629.15CR
9/04/18	9/04	A13322	CHK: 196817	14768	CAPROCK FEDERAL CREDIT U	1390		19,538.13CR	279,167.28CR
9/04/18	9/04	A13323	CHK: 196818	14768	PAYROLL FUND	3270		69,379.10CR	348,546.38CR
9/04/18	9/04	A13324	CHK: 196819	14768	TX CHILD SUPPORT SDU	5634		211.38CR	348,757.76CR
9/04/18	9/04	A13325	CHK: 196820	14768	TX CHILD SUPPORT SDU	5829		115.38CR	348,873.14CR
9/04/18	9/04	A13326	CHK: 196821	14768	TEXAS CHILD SUPPORT DISB	5859		500.90CR	349,374.04CR
9/04/18	9/04	A13327	CHK: 196822	14768	TX CHILD SUPPORT SDU	5882		276.92CR	349,650.96CR
9/04/18	9/04	A13328	CHK: 196823	14768	JAE FITNESS	6023		129.43CR	349,780.39CR
9/04/18	9/04	A13329	CHK: 196824	14768	TEXAS CHILD SUPPORT DISB	6566		207.69CR	349,988.08CR
9/04/18	9/04	A13330	CHK: 196825	14768	TEXAS CHILD SUPPORT DISB	6589		269.08CR	350,257.16CR
9/04/18	9/04	A13331	CHK: 196826	14768	TEXAS CHILD SUPPORT DISB	6590		228.00CR	350,485.16CR
9/10/18	9/10	A13587	CHK: 196828	14795	ADVANCED ANALYSIS, INC	1022		175.00CR	350,660.16CR
9/10/18	9/10	A13588	CHK: 196829	14795	B & J WELDING SUPPLY	1180		205.38CR	350,865.54CR
9/10/18	9/10	A13589	CHK: 196830	14795	BROCK VETERINARY CLINIC,	1302		240.75CR	351,106.29CR
9/10/18	9/10	A13590	CHK: 196831	14795	CLAIBORNE'S THRIFTWAY	1480		142.81CR	351,249.10CR
9/10/18	9/10	A13591	CHK: 196832	14795	CONSOLIDATED SPECIAL FUN	1517		12,900.00CR	364,149.10CR
9/10/18	9/10	A13592	CHK: 196833	14795	COPE SAND & GRAVEL	1520		1,523.00CR	365,672.10CR
9/10/18	9/10	A13593	CHK: 196834	14795	DACO	1580		9,819.81CR	375,491.91CR
9/10/18	9/10	A13595	CHK: 196836	14795	FARMERS MACHINE SHOP	1800		70.33CR	375,562.24CR
9/10/18	9/10	A13596	CHK: 196837	14795	R E JAMES GRAVEL CO	2365		273.35CR	375,835.59CR
9/10/18	9/10	A13597	CHK: 196838	14795	LAMESA PRESS REPORTER	2590		1,484.09CR	377,319.68CR
9/10/18	9/10	A13598	CHK: 196839	14795	LAMESA STEAM LAUNDRY	2640		44.00CR	377,363.68CR
9/10/18	9/10	A13599	CHK: 196840	14795	LEATHERWOOD PLUMBING	2683		1,672.75CR	379,036.43CR
9/10/18	9/10	A13600	CHK: 196841	14795	LYNTEGAR ELECTRIC COOPER	2728		217.16CR	379,253.59CR
9/10/18	9/10	A13601	CHK: 196842	14795	MARGIE'S FLOWERS	2900		32.00CR	379,285.59CR
9/10/18	9/10	A13602	CHK: 196843	14795	MAYFIELD PAPER COMPANY	2957		521.57CR	379,807.16CR

10-11-2018 2:33 PM  
FUND : 01 -GENERAL FUND  
DEPT : N/A

D E T A I L L I S T I N G

PAGE: 3

PERIOD TO USE: Sep-2018 THRU Sep-2018

ACCOUNTS: 1001 THRU 1001

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

1001 CASH IN BANK

\* ( CONTINUED ) \*

9/10/18	9/10	A13603	CHK: 196844	14795	ROSE PLUMBING & SEPTIC	3560		130.00CR	379,937.16CR
9/10/18	9/10	A13604	CHK: 196845	14795	S & C OIL COMPANY, INC.	3575		239.04CR	380,176.20CR
9/10/18	9/10	A13605	CHK: 196846	14795	K W SHARP INC	3703		510.51CR	380,686.71CR
9/10/18	9/10	A13606	CHK: 196847	14795	WASTE SYSTEMS	4124		83.90CR	380,770.61CR
9/10/18	9/10	A13607	CHK: 196848	14795	M & M EXTERMINATORS	4470		450.00CR	381,220.61CR
9/10/18	9/10	A13608	CHK: 196849	14795	CREATIVE INKS	5035		100.00CR	381,320.61CR
9/10/18	9/10	A13609	CHK: 196850	14795	USABLUBOOK	5100		1,378.47CR	382,699.08CR
9/10/18	9/10	A13610	CHK: 196851	14795	MANDRY TECHNOLOGY SOLUTI	5160		11,336.58CR	394,035.66CR
9/10/18	9/10	A13611	CHK: 196852	14795	STATE RUBBER & ENVIRONME	5315		1,275.00CR	395,310.66CR
9/10/18	9/10	A13612	CHK: 196853	14795	TEXASDATAVAULT	5607		1,725.00CR	397,035.66CR
9/10/18	9/10	A13613	CHK: 196854	14795	O'REILLY AUTOMOTIVE, INC	5618		149.78CR	397,185.44CR
9/10/18	9/10	A13614	CHK: 196855	14795	WEATHERMAN CONST. & OVER	5624		288.45CR	397,473.89CR
9/10/18	9/10	A13615	CHK: 196856	14795	THYSSENKRUPP ELEVATOR CO	5638		898.34CR	398,372.23CR
9/10/18	9/10	A13616	CHK: 196857	14795	ROADMASTER DIESEL SERVIC	5728		1,974.24CR	400,346.47CR
9/10/18	9/10	A13617	CHK: 196858	14795	SKTR, INC.	5798		1,512.95CR	401,859.42CR
9/10/18	9/10	A13618	CHK: 196859	14795	FRANKLIN & SON, INC.	5840		98.49CR	401,957.91CR
9/10/18	9/10	A13619	CHK: 196860	14795	IBS OF THE SOUTH PLAINS,	5867		392.90CR	402,350.81CR
9/10/18	9/10	A13620	CHK: 196861	14795	LAMESA RECYCLING	5869		26.03CR	402,376.84CR
9/10/18	9/10	A13621	CHK: 196862	14795	MAIL FINANCE	5892		519.72CR	402,896.56CR
9/10/18	9/10	A13622	CHK: 196863	14795	CONTROL CONCEPTS, INC.	5901		4,604.51CR	407,501.07CR
9/10/18	9/10	A13623	CHK: 196864	14795	IMPERATIVE INFORMATION G	6224		159.00CR	407,660.07CR
9/10/18	9/10	A13624	CHK: 196865	14795	RELIANT ENERGY	6316		43,244.36CR	450,904.43CR
9/10/18	9/10	A13626	CHK: 196867	14795	BLUETARP FINANCIAL, INC.	6434		2,139.98CR	453,044.41CR
9/10/18	9/10	A13627	CHK: 196868	14795	KANDACE SCOTT	6498		150.00CR	453,194.41CR
9/10/18	9/10	A13628	CHK: 196869	14795	NUTRIEN AG SOLUTIONS, IN	6659		209.38CR	453,403.79CR
9/10/18	9/10	A13629	CHK: 196870	14795	GENE MESSER FORD	6665		947.30CR	454,351.09CR
9/10/18	9/10	A13630	CHK: 196871	14795	ELOY OLVERA	6673		11,200.00CR	465,551.09CR
9/11/18	9/11	A13647	CHK: 196885	14801	MIGUEL GAMBOA	1		50.00CR	465,601.09CR
9/11/18	9/11	A13648	CHK: 196886	14801	VALERIE HILBURN	1		50.00CR	465,651.09CR
9/11/18	9/11	A13649	CHK: 196887	14801	THYRONE HARRIS	1		50.00CR	465,701.09CR
9/11/18	9/11	A13650	CHK: 196888	14801	ALL-AMERICAN PUMP & MACH	1048		0.53CR	465,701.62CR
9/11/18	9/11	A13651	CHK: 196889	14801	POSTMASTER	3390		1,500.00CR	467,201.62CR
9/11/18	9/11	A13652	CHK: 196890	14801	GOVERNMENT FINANCE OFFIC	5095		80.00CR	467,281.62CR
9/11/18	9/11	A13653	CHK: 196891	14801	KNIGHTS OF COLUMBUS	5285		15,000.00CR	482,281.62CR
9/11/18	9/11	A13654	CHK: 196892	14801	RAMIREZ, IRMA	5830		484.18CR	482,765.80CR
9/11/18	9/11	A13655	CHK: 196893	14801	JAE FITNESS	6023		225.00CR	482,990.80CR
9/11/18	9/11	A13656	CHK: 196894	14801	AVEN HERNANDEZ	6456		180.00CR	483,170.80CR
9/11/18	9/11	A13657	CHK: 196895	14801	ANNA CRUZ	6565		15.50CR	483,186.30CR
9/11/18	9/11	A13658	CHK: 196896	14801	ROSALIO MARTINEZ	6612		475.00CR	483,661.30CR
9/11/18	9/11	A13659	CHK: 196897	14801	ETC LITE, LLC	6633		210.00CR	483,871.30CR
9/11/18	9/11	A13660	CHK: 196898	14801	OSCAR FLORES	6645		806.46CR	484,677.76CR
9/11/18	9/11	A13661	CHK: 196899	14801	TEXAS MUNICIPAL COURTS A	6678		75.00CR	484,752.76CR
9/11/18	9/11	A13662	CHK: 196872	14803	ADVANCED ANALYSIS, INC	1022		220.00CR	484,972.76CR
9/11/18	9/11	A13663	CHK: 196873	14803	GEBO'S DISTRIBUTING CO.,	2000		1,166.20CR	486,138.96CR
9/11/18	9/11	A13665	CHK: 196875	14803	LAMESA TIRE & BATTERY	2645		850.50CR	486,989.46CR
9/11/18	9/11	A13666	CHK: 196876	14803	LEATHERWOOD PLUMBING	2683		1,023.75CR	488,013.21CR
9/11/18	9/11	A13667	CHK: 196877	14803	MANDRY TECHNOLOGY SOLUTI	5160		3,830.00CR	491,843.21CR

10-11-2018 2:33 PM		D E T A I L L I S T I N G		PAGE: 4				
FUND : 01 -GENERAL FUND				PERIOD TO USE: Sep-2018 THRU Sep-2018				
DEPT : N/A				ACCOUNTS: 1001 THRU 1001				
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001			CASH IN BANK					
* ( CONTINUED ) *								
9/11/18	9/11	A13668	CHK: 196878	14803 STANDARD COFFEE SERVICE	5275		208,50CR	492,051.71CR
9/11/18	9/11	A13669	CHK: 196879	14803 GREAT AMERICA FINANCIAL	5734		195,60CR	492,247.31CR
9/11/18	9/11	A13670	CHK: 196880	14803 CITY OF ABILENE, TEXAS	5953		155,00CR	492,402.31CR
9/11/18	9/11	A13671	CHK: 196881	14803 LONGLEY DIESEL & EQUIPME	6039		3,529.33CR	495,931.64CR
9/11/18	9/11	A13672	CHK: 196882	14803 TRUCK TOWN	6069		44,64CR	495,976.28CR
9/11/18	9/11	A13673	CHK: 196883	14803 NORTH AMERICAN RESCUE	6666		9,994,60CR	505,970.88CR
9/11/18	9/11	A13674	CHK: 196884	14803 UNITED RENTALS	6671		2,325.33CR	508,296.21CR
9/12/18	9/25	B60206	Misc 000023	09636 METER POSTAGE		JE# 024305	500.00CR	508,796.21CR
9/13/18	9/13	A13724	CHK: 196900	14811 DACO	1580		150,00CR	508,946.21CR
9/13/18	9/13	A13725	CHK: 196901	14811 DAVIS FURNITURE COMPANY	1600		754,86CR	509,701.07CR
9/13/18	9/13	A13727	CHK: 196903	14811 GT DISTRIBUTORS INC	1963		193.55CR	509,894.62CR
9/13/18	9/13	A13728	CHK: 196904	14811 HIGGINBOTHAM'S GENERAL O	2180		882.36CR	510,776.98CR
9/13/18	9/13	A13730	CHK: 196906	14811 NTS COMMUNICATIONS	3135		771,14CR	511,548.12CR
9/13/18	9/13	A13731	CHK: 196907	14811 PAYTON PLUMBING INC	3286		1,047.95CR	512,596.07CR
9/13/18	9/13	A13732	CHK: 196908	14811 QUILL CORPORATION	3430		890.81CR	513,486.88CR
9/13/18	9/13	A13733	CHK: 196909	14811 WATERMASTER IRRIGATION	4129		197,01CR	513,683.89CR
9/13/18	9/13	A13734	CHK: 196910	14811 WINDSTREAM COMMUNICATION	4460		64.17CR	513,748.06CR
9/13/18	9/13	A13735	CHK: 196911	14811 AMERICAN EXPRESS	4880		5,470.30CR	519,218.36CR
9/13/18	9/13	A13738	CHK: 196914	14811 TASCOSA OFFICE MACHINES	5115		1,591.09CR	520,809.45CR
9/13/18	9/13	A13740	CHK: 196916	14811 MANDRY TECHNOLOGY SOLUTI	5160		1,532.46CR	522,341.91CR
9/13/18	9/13	A13741	CHK: 196917	14811 COTTON COUNTRY ELECTRIC	5650		831,00CR	523,172.91CR
9/13/18	9/13	A13742	CHK: 196918	14811 AUSTIN TURF & TRACTOR	5685		259.30CR	523,432.21CR
9/13/18	9/13	A13743	CHK: 196919	14811 NAPA AUTO PARTS	5833		1,540.13CR	524,972.34CR
9/13/18	9/13	A13746	CHK: 196922	14811 CLS SEWER EQUIPMENT CO.,	5922		9,780.11CR	534,752.45CR
9/13/18	9/13	A13747	CHK: 196923	14811 ABCO FIRE PROTECTION, IN	6160		300.00CR	535,052.45CR
9/13/18	9/13	A13748	CHK: 196924	14811 DAVIS CHIROPRACTIC	6300		285.00CR	535,337.45CR
9/13/18	9/13	A13749	CHK: 196925	14811 D&H UNITED FUELING SOLUT	6554		654.48CR	535,991.93CR
9/13/18	9/13	A13750	CHK: 196926	14809 BETTY CONDE	6542		71.40CR	536,063.33CR
9/13/18	9/13	A13751	CHK: 196927	14809 SOUTH PLAINS CHAPTER OF	6546		20.00CR	536,083.33CR
9/14/18	9/14	A13755	CHK: 196928	14823 ROSALIO MARTINEZ	6612		2,070.00CR	538,153.33CR
9/18/18	9/18	A13767	CHK: 196930	14825 ADVANCED ANALYSIS, INC	1022		220.00CR	538,373.33CR
9/18/18	9/18	A13768	CHK: 196931	14825 BIG COUNTRY BG	1226		215.25CR	538,588.58CR
9/18/18	9/18	A13769	CHK: 196932	14825 CITY OF LUBBOCK	1470		9,244.08CR	547,832.66CR
9/18/18	9/18	A13770	CHK: 196933	14825 GARZA, DIONICIO JR	1969		33.07CR	547,865.73CR
9/18/18	9/18	A13771	CHK: 196934	14825 TTUHSC-DEPT OF PSYCHIATR	3962		464.80CR	548,330.53CR
9/18/18	9/18	A13772	CHK: 196935	14825 UNIFIRST HOLDINGS, INC	4079		38.70CR	548,369.23CR
9/18/18	9/18	A13773	CHK: 196936	14825 DALE ALWAN	5983		348.80CR	548,718.03CR
9/18/18	9/18	A13774	CHK: 196937	14825 DAVID HUCKERT	6182		200.00CR	548,918.03CR
9/18/18	9/18	A13775	CHK: 196929	14828 LAMESA CHAMBER OF COMMER	1457		3,270.00CR	552,188.03CR
9/18/18	9/18	A13776	CHK: 000000	14826 INTERNAL REVENUE SERVICE	5832		31,353.39CR	583,541.42CR
9/18/18	9/18	A13777	CHK: 196938	14826 CAPROCK FEDERAL CREDIT U	1390		21,788.90CR	605,330.32CR
9/18/18	9/18	A13778	CHK: 196939	14826 PAYROLL FUND	3270		68,418.37CR	673,748.69CR
9/18/18	9/18	A13779	CHK: 196940	14826 TX CHILD SUPPORT SDU	5634		211.38CR	673,960.07CR
9/18/18	9/18	A13780	CHK: 196941	14826 TX CHILD SUPPORT SDU	5829		115.38CR	674,075.45CR
9/18/18	9/18	A13781	CHK: 196942	14826 TEXAS CHILD SUPPORT DISB	5859		500.90CR	674,576.35CR
9/18/18	9/18	A13782	CHK: 196943	14826 TX CHILD SUPPORT SDU	5882		276.92CR	674,853.27CR
9/18/18	9/18	A13783	CHK: 196944	14826 JAE FITNESS	6023		129.43CR	674,982.70CR

10-11-2018 2:33 PM	D E T A I L L I S T I N G				PAGE: 5
FUND : 01 -GENERAL FUND					PERIOD TO USE: Sep-2018 THRU Sep-2018
DEPT : N/A					ACCOUNTS: 1001 THRU 1001
POST DATE TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND INV/JE #	NOTE =====AMOUNT=====BALANCE=====
1001	CASH IN BANK				* ( CONTINUED ) *
9/18/18	9/18 A13784 CHK: 196945	14826	TEXAS CHILD SUPPORT DISB	6566	207.69CR 675,190.39CR
9/18/18	9/18 A13785 CHK: 196946	14826	TEXAS CHILD SUPPORT DISB	6589	269.08CR 675,459.47CR
9/18/18	9/18 A13786 CHK: 196947	14826	TEXAS CHILD SUPPORT DISB	6590	228.00CR 675,687.47CR
9/18/18	9/18 A13787 CHK: 196948	14826	TX CHLD SUPPORT SDU	6680	196.15CR 675,883.62CR
9/20/18	9/20 A13793 CHK: 196957	14834	LONGLEY DIESEL & EQUIPME	6039	11,811.29CR 687,694.91CR
9/20/18	9/20 A13794 CHK: 196949	14831	BRUCKNER'S TRUCK SALES,	1340	664.51CR 688,359.42CR
9/20/18	9/20 A13795 CHK: 196950	14831	LAMESA BUTANE COMPANY	2500	5,583.97CR 693,943.39CR
9/20/18	9/20 A13796 CHK: 196951	14831	TML-IEBP	3843	36,448.16CR 730,391.55CR
9/20/18	9/20 A13797 CHK: 196952	14831	WARREN CAT	4122	473.75CR 730,865.30CR
9/20/18	9/20 A13798 CHK: 196953	14831	WTG FUELS, INC.	6220	16,400.68CR 747,265.98CR
9/20/18	9/20 A13800 CHK: 196955	14831	LUBBOCK COMPUTER CABLING	6595	9,464.54CR 756,730.52CR
9/20/18	9/20 A13801 CHK: 196956	14831	ROSALIO MARTINEZ	6612	275.00CR 757,005.52CR
9/25/18	9/25 A13809 CHK: 196958	14840	FATIMA ARGUELLES	1	50.00CR 757,055.52CR
9/25/18	9/25 A13810 CHK: 196959	14840	CONSTELLA BOLTON	1	50.00CR 757,105.52CR
9/25/18	9/25 A13811 CHK: 196960	14840	KNIGHTS OF COLUMBUS	1	275.00CR 757,380.52CR
9/25/18	9/25 A13812 CHK: 196961	14840	ATMOS ENERGY	1730	10,521.29CR 767,901.81CR
9/25/18	9/25 A13816 CHK: 196965	14840	LAMESA ECONOMIC DEVELOPM	2555	25,353.90CR 793,255.71CR
9/25/18	9/25 A13817 CHK: 196966	14840	WINDSTREAM COMMUNICATION	4460	179.37CR 793,435.08CR
9/25/18	9/25 A13818 CHK: 196967	14840	NORTHLAND COMMUNICATIONS	5800	80.64CR 793,515.72CR
9/25/18	9/25 A13819 CHK: 196968	14840	LAMESA ECONOMIC ALLIANCE	5942	25,353.90CR 818,869.62CR
9/25/18	9/25 A13820 CHK: 196969	14840	VERIZON WIRELESS	5969	1,300.51CR 820,170.13CR
9/25/18	9/25 A13822 CHK: 196971	14840	SEMINOLE BUTANE CO., INC	6539	19,145.43CR 839,315.56CR
9/25/18	9/25 A13823 CHK: 196972	14840	ROSALIO MARTINEZ	6612	1,225.00CR 840,540.56CR
9/25/18	9/25 A13824 CHK: 196973	14840	ID CARD GROUP	6647	41.99CR 840,582.55CR
9/25/18	9/25 U27223 CHECK 196974	18167	REFUND: STOP N GO SOUTH		1.63CR 840,584.18CR
9/25/18	9/25 U27223 CHECK 196975	18167	REFUND: SAUSED JR, JOSE R		6.47CR 840,590.65CR
9/25/18	9/25 U27223 CHECK 196976	18167	REFUND: ARREDONDO, GILBERT		75.93CR 840,666.58CR
9/25/18	9/25 U27223 CHECK 196977	18167	REFUND: OBRIEN, SUSAN Y		100.00CR 840,766.58CR
9/25/18	9/25 U27223 CHECK 196978	18167	REFUND: LAMBRIGHT, JERRY		67.40CR 840,833.98CR
9/25/18	9/25 U27223 CHECK 196979	18167	REFUND: HAWKINS, AMY A		11.87CR 840,845.85CR
9/25/18	9/25 U27223 CHECK 196980	18167	REFUND: CHAPMAN, TAGEN M		2.85CR 840,848.70CR
9/25/18	9/25 U27223 CHECK 196981	18167	REFUND: OWEN, ANGELITA R		40.30CR 840,889.00CR
9/25/18	9/25 U27223 CHECK 196982	18167	REFUND: DERINGTON, MARIE		93.24CR 840,982.24CR
9/25/18	9/25 U27223 CHECK 196983	18167	REFUND: BARRON, CINDY		100.00CR 841,082.24CR
9/25/18	9/25 U27223 CHECK 196984	18167	REFUND: CABALLERO, SOPHIA		73.28CR 841,155.52CR
9/25/18	9/25 U27223 CHECK 196985	18167	REFUND: RICKMAN, LANITA		54.73CR 841,210.25CR
9/25/18	9/25 U27223 CHECK 196986	18167	REFUND: HULS, JERRY D		45.08CR 841,255.33CR
9/25/18	9/25 U27223 CHECK 196987	18167	REFUND: ADKERSON, KAYLEE D		21.14CR 841,276.47CR
9/25/18	9/25 U27223 CHECK 196988	18167	REFUND: BURLESON, STERLING K		9.61CR 841,286.08CR
9/25/18	9/25 U27223 CHECK 196989	18167	REFUND: MOLINA, BEATRICE G		50.00CR 841,336.08CR
9/25/18	9/25 U27223 CHECK 196990	18167	REFUND: ELLIS, DUSTIN C		20.12CR 841,356.20CR
9/25/18	9/25 U27223 CHECK 196991	18167	REFUND: CORTEZ, STEVEN		60.50CR 841,416.70CR
9/25/18	9/25 A13825 CHK: 196992	14841	ID CARD GROUP	6647	2,669.97CR 844,086.67CR
9/26/18	9/26 A13831 CHK: 196998	14845	NATIONAL INDUSTRIAL & SA	6251	799.80CR 844,886.47CR
9/26/18	9/26 A13832 CHK: 196993	14846	TYLER TECHNOLOGIES, INC.	2310	1,016.48CR 845,902.95CR
9/26/18	9/26 A13833 CHK: 196994	14846	PARKHILL,SMITH & COOPER,	3263	2,848.20CR 848,751.15CR
9/26/18	9/26 A13834 CHK: 196995	14846	PROFESSIONAL TURF PRODUC	3413	202.54CR 848,953.69CR

10-11-2018 2:33 PM				D E T A I L L I S T I N G		PAGE: 6	
FUND : 01 -GENERAL FUND				PERIOD TO USE: Sep-2018 THRU Sep-2018			
DEPT : N/A				ACCOUNTS: 1001 THRU 1001			
POST	DATE	TRAN #	REFERENCE	PACKET=-----DESCRIPTION=-----	VEND	INV/JE #	NOTE =====AMOUNT=====
1001 CASH IN BANK				* ( CONTINUED ) *			
9/26/18	9/26	A13835	CHK: 196996	14846 GONZALES WELDING	6254		240.00CR 849,193.69CR
9/26/18	9/26	A13836	CHK: 196997	14846 BLUETARP FINANCIAL, INC.	6434		59.99CR 849,253.68CR
9/27/18	9/27	A13846	CHK: 197011	14851 LUBBOCK FIRE EXTINGUISHE	2708		3,038.50CR 852,292.18CR
9/27/18	9/27	A13847	CHK: 197012	14851 UTILITY SERVICE CO., INC	5824		1,000.00CR 853,292.18CR
9/27/18	9/27	A13848	CHK: 197013	14851 SOLENIS,LLC	6073		2,665.81CR 855,957.99CR
9/27/18	9/27	A13849	CHK: 197014	14851 INDUSTRIAL DISPOSAL SUPP	6371		516.10CR 856,474.09CR
9/27/18	9/27	A13850	CHK: 197015	14851 MILLER UNIFORMS & EMBLEM	6536		5,380.47CR 861,854.56CR
9/27/18	9/27	A13852	CHK: 197017	14851 SEMINOLE BUTANE CO., INC	6539		17,993.93CR 879,848.49CR
9/27/18	9/27	A13853	CHK: 196999	14852 LAMESA AIRPORT BOARD	1013		1,976.08CR 881,824.57CR
9/27/18	9/27	A13854	CHK: 197000	14852 CANADIAN RIVER MUNICIPAL	1385		73,602.58CR 955,427.15CR
9/27/18	9/27	A13855	CHK: 197001	14852 PARKHILL,SMITH & COOPER,	3263		3,098.24CR 958,525.39CR
9/27/18	9/27	A13856	CHK: 197002	14852 WASTE SYSTEMS	4124		156.67CR 958,682.06CR
9/27/18	9/27	A13857	CHK: 197003	14852 BIO-AQUATIC TESTING, INC	5770		1,020.00CR 959,702.06CR
9/27/18	9/27	A13858	CHK: 197004	14852 SIERRA SPRINGS	6114		160.70CR 959,862.76CR
9/27/18	9/27	A13859	CHK: 197005	14852 SYLVIA I ORTIZ DAWSON CO	6133		7.50CR 959,870.26CR
9/27/18	9/27	A13860	CHK: 197006	14852 COSTCO	6265		120.00CR 959,990.26CR
9/27/18	9/27	A13861	CHK: 197007	14852 INDUSTRIAL DISPOSAL SUPP	6371		55.97CR 960,046.23CR
9/27/18	9/27	A13862	CHK: 197008	14852 MILLER UNIFORMS & EMBLEM	6536		72.00CR 960,118.23CR
9/27/18	9/27	A13863	CHK: 197009	14852 D&H UNITED FUELING SOLUT	6554		590.62CR 960,708.85CR
9/27/18	9/27	A13864	CHK: 197010	14852 UNITED RENTALS	6671		116.00CR 960,824.85CR
9/28/18	9/28	A13878	CHK: 197025	14862 AFLAC INSURANCE	1020		3,683.96CR 964,508.81CR
9/28/18	9/28	A13879	CHK: 197026	14862 CAPROCK FEDERAL CREDIT U	1390		115.44CR 964,624.25CR
9/28/18	9/28	A13880	CHK: 197027	14862 TEXAS MUNICIPAL RETIREME	3973		29,803.61CR 994,427.86CR
9/28/18	9/28	A13886	CHK: 197033	14862 LEGAL SHIELD	5900		466.20CR 994,894.06CR
9/28/18	9/28	A13887	CHK: 197034	14862 NEW YORK LIFE	5921		427.38CR 995,321.44CR
9/28/18	9/28	A13888	CHK: 197035	14862 GUARDIAN-APPLETON	6141		381.18CR 995,702.62CR
9/28/18	9/28	A13889	CHK: 197022	14861 FULBRIGHT & CASSELBERRY	2090		2,145.83CR 997,848.45CR
9/28/18	9/28	A13890	CHK: 197023	14861 PAYROLL FUND	3270		459.00CR 998,307.45CR
9/28/18	9/28	A13891	CHK: 197024	14861 SENIOR CITIZENS	3675		3,750.00CR 1,002,057.45CR
9/28/18	9/28	A13892	CHK: 197018	14864 ADVANCED ANALYSIS, INC	1022		440.00CR 1,002,497.45CR
9/28/18	9/28	A13893	CHK: 197019	14864 ADVANCED BUSINESS SOLUTI	5870		214.78CR 1,002,712.23CR
9/28/18	9/28	A13894	CHK: 197020	14864 TCF EQUIPMENT FINANCE	6448		3,205.86CR 1,005,918.09CR
9/28/18	9/28	A13895	CHK: 197021	14864 CANON FINANCIAL SERVICES	6580		566.00CR 1,006,484.09CR
9/28/18	9/28	B60276	Misc 000033	09646 WORKER COMP TSF TO RISK MGMT	JE# 024321		5,886.75CR 1,012,370.84CR
9/28/18	9/28	B60281	Misc 000004	09647 LIABILITY TSF G/F TO RISK MGMT	JE# 024326		6,315.17CR 1,018,686.01CR
9/28/18	9/28	A13901	CHK: 000000	14835 INTERNAL REVENUE SERVICE	5832		109.12CR 1,018,795.13CR
9/28/18	9/28	B60289	Misc 000009	09648 HEALTH INS. TSF. - G/F	JE# 024331		28,381.67CR 1,047,176.80CR
9/28/18	10/10	B60392	Misc 000016	09661 GOV.TAX TSF TO STATE AGENCY	JE# 024370		1,291.14CR 1,048,467.94CR
9/28/18	10/10	B60393	Misc 000017	09662 STATE TEXAS FFPC PENSION	JE# 024371		28,760.00CR 1,077,227.94CR
9/30/18	10/11	B60407	Misc 000024	09665 TO RECORD DUE TO/FROM	JE# 024378		57.06CR 1,077,285.00CR
9/30/18	10/11	B60408	Misc 000025	09665 TO RECORD DUE TO/FROMS	JE# 024379		76.08CR 1,077,361.08CR
*****				SEPTEMBER ACTIVITY DB:	0.00	CR: 1,077,361.08CR	1,077,361.08CR



## SELECTION CRITERIA

FISCAL YEAR: Oct-2017 / Sep-2018  
FUND: Include: 01  
PERIOD TO USE: Sep-2018 THRU Sep-2018  
TRANSACTIONS: CREDIT

## ACCOUNT SELECTION

ACCOUNT RANGE: 1001 THRU 1001  
DEPARTMENT RANGE: - THRU -  
ACTIVE FUNDS ONLY: NO  
ACTIVE ACCOUNT ONLY: NO  
INCLUDE RESTRICTED ACCOUNTS: NO  
DIGIT SELECTION:

## PRINT OPTIONS

## DETAIL

OMIT ACCOUNTS WITH NO ACTIVITY: NO  
PRINT ENCUMBRANCES: NO  
PRINT VENDOR NAME: NO  
PRINT PROJECTS: NO  
PRINT MONTHLY TOTALS: YES  
PRINT GRAND TOTALS: NO  
PRINT: INVOICE #  
PAGE BREAK BY: NONE

\*\*\* END OF REPORT \*\*\*

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 4**

**SUBJECT: APPROVAL OF FY 2017/2018 BUDGET CARRYFORWARD TO  
FY 2018/2019 BUDGET:**  
**PROCEEDING: Ordinance 2<sup>nd</sup> Reading**  
**SUBMITTED BY: City Staff**

### **SUMMARY STATEMENT**

City Council to consider approving on Second reading a FY 2017/2018 budget carryforward of \$2,155 for rental of mini-excavator for repair of potholes throughout the City. (*City Manager*)

### **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to approve on Second reading a FY 2017/2018 budget carryforward of \$2,155 for rental of mini-excavator for repair of potholes throughout the City. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

### **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

## ORDINANCE NO. O

### AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-14-18 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2018-2019.

On the 16<sup>th</sup> day of October, 2018, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

**WHEREAS**, the City Council desires to amend Ordinance No. 0-20-17 to make certain revisions to the 2018-2019 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

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

**SECTION 1.** That the City of Lamesa 2018-2019 Budget contained in Ordinance No. 0-14-18 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$ 2,155.00	\$ 2,155.00

**SECTION 2.** Effective date: That this Ordinance shall become effective as of this October 26<sup>th</sup>, 2018.

**SECTION 3.** The City Secretary is hereby authorized and directed to cause publication of this Ordinance as provided by law.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on September 18<sup>th</sup>, 2018 by a majority vote; and on October 16<sup>th</sup>, 2018, there was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST:

APPROVED:

---

Betty Conde  
City Secretary

---

Josh Stevens  
Mayor

**CITY OF LAMESA**  
**BUDGET AMENDMENT 2018-01 FOR FY 2017/2018**

**GENERAL FUND (1)**

This budget carry-forward reflects \$2,155 of FY 17/18 Streets budget to be used during FY 18/19 for rental of a mini-excavator for repair of City-wide potholes.

Increase Revenues – Restricted Fund Balance	\$ 2,155.00
---	-------------

Increase Expenses - (01-5072-610) – Lease Property & Equipment	\$ 2,155.00
--	-------------

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 5**

**SUBJECT: RESOLUTION APPROVING A FIVE-YEAR LEASE OF A CATERPILLAR 120M2 MOTOR GRADER AS OF OCTOBER 1, 2018 FROM WARREN CAT:**

**PROCEEDING: Action**

**SUBMITTED BY: City staff**

## **SUMMARY STATEMENT**

City Council to consider passing a Resolution approving a five-year lease of a Caterpillar 120M2 motor grader from Warren CAT for the Streets and Sanitation Departments as of October 1, 2018.

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to. approve passing a Resolution approving a five-year lease of a Caterpillar 120M2 motor grader from Warren CAT for the Streets and Sanitation Departments as of October 1, 2018. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**



## Caterpillar Financial Services Corporation

## Finance Proposal

## CUSTOMER

Name: CITY OF LAMESA

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if: .....  
 Acknowledged by ..... Oct-27-18  
 Funded by ..... Oct-27-18

## DEALER

WARREN POWER &amp; MACHINERY, INC

Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 606-1505  
 Fax number .....  
 Quote date ..... 09/27/2018  
 Quote time ..... 14:03:42

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL ..... Quoted by ..... e453a2a  
 Number of payments ..... 20 Quarterly ..... Report created by ..... e453a2a  
 Payments ..... in Arrears

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	120M2	1000	1	206,228.10	18,000.00	188,228.10	6,274.82	100,160.00	5.0500

Special Conditions:

120M2

Serial Number - M9C00847, Model Year- 2018, Standard Environment; Major  
 Attachments-Tires, Cab, Air Conditioning; Blades/Buckets/Rippers-Push Plate

	Model	Insurance	Payment w/Insurance
New	120M2	622.00	6,896.82

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation**  
**Finance Proposal**

Caterpillar Financial Services Corporation

CITY OF LAMESA

Date

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

**C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

**DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)**  
**Transaction Number 3571274 Quote Number 6061505**



**These documents were prepared especially for:**

**CITY OF LAMESA, TEXAS**  
**601 S. 1ST STREET**  
**LAMESA, TX 79331**

**Dealer:** WARREN POWER & MACHINERY, INC, E459  
**Date:** 10/05/2018 **Time:** 12:02 PM  
**Comments:**

**Customer Executed Documents**

**Comments**

- ☐ Lease Purchase Document
- ☐ Delivery Certification
- ☐ Insurance Verification
- ☐ 8038G or 8038GC
- ☐ Advance Payment (cross out if N/A)
- ☐ Customer Information Verification
- ☐ Tax Exemption Certificate
- ☐ Any necessary Riders/Amendments
- ☐ Lessee's Resolution + Minutes of Meeting **OR**
- ☐ Opinion of Lessee's Counsel
- ☐ Copy of Driver's License (Sole Proprietorships and Individuals)


**Dealer Executed Documents**

**Comments**

- ☐ Purchase Agreement
- ☐ Dealer Invoice
- ☐ All Credit Conditions Met


*\*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*



Governmental Equipment Lease-Purchase Agreement  
Transaction Number 3571274



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF LAMESA, TEXAS  
601 S. 1ST STREET  
LAMESA, TX 79331

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	QUARTERLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 120M2 Caterpillar Motor Grader	M9C00847	\$6,274.82	\$106,434.82	

TERMS AND CONDITIONS

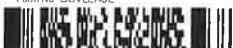
3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$6,274.82 will be paid in arrears and the balance of the Lease Payments is payable in 19 successive quarterly payments of which the first 18 payments are in the amount of \$6,274.82 each, and the last payment is in the amount of \$106,434.82 plus all other amounts then owing under this Lease, with the first Lease Payment due one quarter after the date that we sign this Lease and subsequent Lease Payments due on a like date of each quarter thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 730681; Dallas, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.05% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will





return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

## SIGNATURES

LESSOR  
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE  
CITY OF LAMESA, TEXAS

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Texas (the "State") authorize **CITY OF LAMESA, TEXAS** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons");

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, \_\_\_\_\_ of CITY OF LAMESA, TEXAS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





## Verification of Insurance

### Lessee:

**LESSOR (we):**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203-0001

**LESSEE (you):**

**CITY OF LAMESA, TEXAS**  
601 S. 1ST STREET  
LAMESA, TX 79331

### Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3571274 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 120M2	Caterpillar Motor Grader	M9C00847		\$206,228.10

### SIGNATURES

**LESSEE**

**CITY OF LAMESA, TEXAS**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# Opinion of Counsel

## Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3571274) (the "Lease") Between CITY OF LAMESA, TEXAS("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

### SIGNATURE

Name (PRINT): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Amendment to Governmental Lease-Purchase Agreement (Texas)**  
**Transaction Number 3571274**



This Amendment (the "Amendment"), dated \_\_\_\_\_ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

## 1. PARTIES

**LESSOR:**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203-0001

**LESSEE:**

**CITY OF LAMESA, TEXAS**  
601 S. 1ST STREET  
LAMESA, TX 79331

## 2. TERMS AND CONDITIONS

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

## 3. AMENDMENT

Section 7 of the Agreement is amended and restated in its entirety as follows:

"7. **Annual Right of Termination.** You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month-to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units."

## SIGNATURES

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF LAMESA, TEXAS**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

**Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).**

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

#### POLICYHOLDER DISCLOSURE

##### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: **\$0.00**



## APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 120M2	Caterpillar Motor Grader	M9C00847		\$206,228.10	\$10,395.00	\$622.00

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

## Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$10,395.00, which is \$2,079.00 per year based upon the total equipment value of \$206,228.10.

Method 1 ☐ I will finance the insurance premium, including finance charges, of \$622.00 per scheduled equipment payment. The finance charge is calculated at **5.35%** per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$2,079.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

**Customer Name:** CITY OF LAMESA, TEXAS**Dealer Name:** WARREN POWER & MACHINERY, INC

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

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

Name (PRINT): \_\_\_\_\_

Title: \_\_\_\_\_

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



## Fraud Warning:

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.





## Meeting Minutes

---

WARREN POWER & MACHINERY, INC  
10325 West County Road 117  
MIDLAND TX 79706-0662

### Reference:

CITY OF LAMESA, TEXAS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT



**Purchase Agreement**  
**Transaction Number 3571274**



This Purchase Agreement is between **WARREN POWER & MACHINERY, INC** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 120M2 New Caterpillar Motor Grader	M9C00847		\$0.00	\$188,228.10

**Lessee:**  
**CITY OF LAMESA, TEXAS**  
**601 S. 1ST STREET**  
**LAMESA TX 79331**

<b>Subtotal</b>	<b>\$188,228.10</b>
<b>Federal Excise Tax</b>	<b>0.00</b>
<b>Other Tax</b>	<b>0.00</b>
<b>Total Purchase Price</b>	<b>\$188,228.10</b>
<b>Unit(s) Delivery Point:</b>	
<b>601 S. 1ST STREET</b>	
<b>LAMESA, TX 79331, DAWSON</b>	

See next page for additional terms and conditions.

**SIGNATURES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature \_\_\_\_\_  
Name(Print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**WARREN POWER & MACHINERY, INC**

Signature \_\_\_\_\_  
Name(Print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 6**

**SUBJECT: RESOLUTION APPROVING A THREE-YEAR LEASE OF A CATERPILLAR 232D SKID STEER LOADER AS OF OCTOBER 1, 2018 FROM WARREN CAT:**

**PROCEEDING: Action**

**SUBMITTED BY: City staff**

## **SUMMARY STATEMENT**

City Council to consider approving a Resolution approving a three-year lease of a Caterpillar 232D skid steer loader from Warren CAT for the Streets Department as of October 1, 2018.

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to approve passing a Resolution approving a three year lease of a Caterpillar 232D skid steer loader from Warren CAT for the Streets Department as of October 1, 2018. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

## Caterpillar Financial Services Corporation

## Finance Proposal

## CUSTOMER

Name: LAMESA

Address  
City  
State  
Zip code  
County

Good if:  
Acknowledged by Oct-27-18  
Funded by Oct-27-18

## DEALER

WARREN POWER &amp; MACHINERY, INC

Sales person  
Dealer contact  
Telephone

Quote number 606-1520  
Fax number  
Quote date 09/27/2018  
Quote time 15:40:09

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL  
Number of payments 12 Quarterly  
Payments in Arrears  
Quoted by e453a2a  
Report created by e453a2a

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	232D	500	1	42,670.00	43,049.79	2,515.02	17,680.00	5.0523

Special Conditions:

232D

Model Year - 2018, Standard Environment; Major Attachments-Cab, Air Conditioning,  
Tires; Blades/Buckets/Rippers-General Purpose Bucket, Quick Coupler; Other  
Blades/Buckets/Rippers-AUGER, 9IN BIT

	Model	Insurance	Payment w/Insurance
New	232D	196.68	2,711.70

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
2120 West End Avenue, Nashville, TN 37203  
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation**

**Finance Proposal**

---

Caterpillar Financial Services Corporation

---

LAMESA

---

Date

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

**C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

**DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)**  
**Transaction Number 3571272 Quote Number 6061520**



**These documents were prepared especially for:**

**CITY OF LAMESA, TEXAS**  
**601 S. 1ST STREET**  
**LAMESA, TX 79331**

**Dealer:** WARREN POWER & MACHINERY, INC, E459  
**Date:** 10/05/2018 **Time:** 2:37 PM  
**Comments:**

**Customer Executed Documents**

**Comments**

- ☐ Lease Purchase Document
- ☐ Delivery Certification
- ☐ Insurance Verification
- ☐ 8038G or 8038GC
- ☐ Advance Payment (cross out if N/A)
- ☐ Customer Information Verification
- ☐ Tax Exemption Certificate
- ☐ Any necessary Riders/Amendments
- ☐ Lessee's Resolution + Minutes of Meeting **OR**
- ☐ Opinion of Lessee's Counsel
- ☐ Copy of Driver's License (Sole Proprietorships and Individuals)

**Dealer Executed Documents**

**Comments**

- ☐ Purchase Agreement
- ☐ Dealer Invoice
- ☐ All Credit Conditions Met

*\*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*





Governmental Equipment Lease-Purchase Agreement  
Transaction Number 3571272



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF LAMESA, TEXAS  
601 S. 1ST STREET  
LAMESA, TX 79331

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	QUARTERLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 232D Caterpillar Skid Steer Loader		\$2,515.02	\$20,195.02	

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$2,515.02 will be paid in arrears and the balance of the Lease Payments is payable in 11 successive quarterly payments of which the first 10 payments are in the amount of \$2,515.02 each, and the last payment is in the amount of \$20,195.02 plus all other amounts then owing under this Lease, with the first Lease Payment due one quarter after the date that we sign this Lease and subsequent Lease Payments due on a like date of each quarter thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 730681; Dallas, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.05% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

## SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE

CITY OF LAMESA, TEXAS

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Texas (the "State") authorize CITY OF LAMESA, TEXAS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, \_\_\_\_\_ of CITY OF LAMESA, TEXAS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





## Verification of Insurance

### Lessee:

**LESSOR (we):**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203-0001

**LESSEE (you):**

**CITY OF LAMESA, TEXAS**  
601 S. 1ST STREET  
LAMESA, TX 79331

### Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3571272 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 232D	Caterpillar Skid Steer Loader			\$42,670.00

### SIGNATURES

**LESSEE****CITY OF LAMESA, TEXAS**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# Opinion of Counsel

**Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3571272) (the "Lease")  
Between CITY OF LAMESA, TEXAS("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

## SIGNATURE

Name (PRINT): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**Amendment to Governmental Lease-Purchase Agreement (Texas)**  
**Transaction Number 3571272**



This Amendment (the "Amendment"), dated \_\_\_\_\_ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

## 1. PARTIES

**LESSOR:**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203-0001

**LESSEE:**

**CITY OF LAMESA, TEXAS**  
601 S. 1ST STREET  
LAMESA, TX 79331

## 2. TERMS AND CONDITIONS

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

## 3. AMENDMENT

Section 7 of the Agreement is amended and restated in its entirety as follows:

**"7. Annual Right of Termination.** You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units."

## SIGNATURES

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

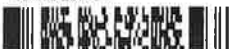
**CITY OF LAMESA, TEXAS**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

**Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).**

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

#### POLICYHOLDER DISCLOSURE

##### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$0.00



## APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pynt Method-3 Total Premium	Pynt Method-1 Finance Pynt
1. 232D	Caterpillar Skid Steer Loader			\$42,749.79	\$2,109.00	\$196.68

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

## Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 36 months will be \$2,109.00, which is \$703.00 per year based upon the total equipment value of \$42,749.79.

Method 1 ☐ I will finance the insurance premium, including finance charges, of \$196.68 per scheduled equipment payment. The finance charge is calculated at **5.35%** per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$703.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

**Customer Name:** CITY OF LAMESA, TEXAS

**Dealer Name:** WARREN POWER & MACHINERY, INC

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

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

Name (PRINT): \_\_\_\_\_

Title: \_\_\_\_\_

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





## Fraud Warning:

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



## Meeting Minutes

---

WARREN POWER & MACHINERY, INC  
10325 West County Road 117  
MIDLAND TX 79706-0662

### Reference:

CITY OF LAMESA, TEXAS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT



**Purchase Agreement**  
**Transaction Number 3571272**



This Purchase Agreement is between **WARREN POWER & MACHINERY, INC** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 232D New Caterpillar Skid Steer Loader			\$0.00	\$42,670.00

**Lessee:**  
**CITY OF LAMESA, TEXAS**  
**601 S. 1ST STREET**  
**LAMESA TX 79331**

<b>Subtotal</b>	<b>\$42,670.00</b>
<b>Federal Excise Tax</b>	<b>0.00</b>
<b>Other Tax</b>	<b>79.79</b>
<b>Total Purchase Price</b>	<b>\$42,749.79</b>
<b>Unit(s) Delivery Point:</b>	
<b>601 S. 1ST STREET</b>	
<b>LAMESA, TX 79331, DAWSON</b>	

**See next page for additional terms and conditions.**

**SIGNATURES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature \_\_\_\_\_  
Name(Print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**WARREN POWER & MACHINERY, INC**

Signature \_\_\_\_\_  
Name(Print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 7**

**SUBJECT: PUBLIC HEARING REGARDING THE TEXAS COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM CONTRACT NO.  
7216280 – WATER DISTRIBUTION SYSTEM IMPROVEMENTS:**

**PROCEEDING: Public Hearing**

**SUBMITTED BY: City Staff**

## **SUMMARY STATEMENT**

City Council shall conduct a public hearing regarding the Texas Community Development Block Grant Program Contract No. 7216280 – Water Distribution System Improvements. *(City Manager and Kay Howard, HOWCO Services)*

## **PUBLIC HEARING**

The Mayor will ask if anyone wishes to speak regarding Texas Community Development Block Grant Program Contract No. 7216280 – Water Distribution System Improvements.

The following persons spoke:

_____	_____
_____	_____
_____	_____

## FINAL PUBLIC HEARING

Welcome to the final public hearing, as required by the Texas Community Development Block Grant Program Funds (TxCDBG). Please be sure to sign the attendance list, including your name, address and telephone number.

We encourage your participation and, specifically, participation by persons of low and moderate income residing in slum and blight areas and in areas in which TxCDBG funds were used. We hold these public hearings to obtain citizens views and respond to questions, proposals, and comments at all stages of the community development program.

This final public hearing is to present to you the specifics of the project recently completed. After the review of the project today, we will ask for your comments and questions regarding the program performance.

The TxCDBG project has been completed. We have available the Project Completion Report and Certificate of Completion for your review. This report includes the program year, contract number, names of activities, national objective served, actions accomplished, actions remaining and anticipated completion date, total actual expenditures, summary of benefits, and beneficiaries. If you desire a copy, please let us know and one will be made available.

If you have questions or comments about the activities discussed, I would be glad to take those at this time. (I think the best way would be to recognize each individual who wished to speak separately and give that person a reasonable amount of time to speak.) So at this time if you would please stand and, before you make your comments, identify who you are.

If there are no further comments or questions regarding this TxCDBG contract, the public hearing is closed. We will be submitting the Project Completion Report and Certificate of Completion, along with your comments (if any), to TDA.

# POSTING

**PUBLIC NOTICE**  
**CITY OF LAMESA**  
**TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**CONTRACT NUMBER 7216280**  
**FINAL PUBLIC HEARING**

City of Lamesa will conduct a final public hearing on its 2016 Texas Community Development Block Grant Program Grant, on October 16, 2018 at 5:30 P.M. The meeting will be held at City Hall, 601 S. 1st, Lamesa, Texas. Topics to be discussed are completion of water improvements and expenditure of grant and local funds.

The City encourages recipients of the project as well as other interested citizens to participate in the hearing. Citizens unable to attend this meeting may submit their views and comments to Shawna Burkhart, City Manager, [sburkhart@ci.lamesa.tx.us](mailto:sburkhart@ci.lamesa.tx.us). Handicapped individuals that wish to attend this meeting should contact Shawna Burkhart, City Manager, to arrange for assistance. Individuals who require auxiliary aids or services for this meeting should contact Shawna Burkhart, City Manager, at least two days before the meeting so that appropriate arrangements can be made. If anyone interested in attending the public hearing requires a translator, please contact Shawna Burkhart, City Manager at 806-872-2124 prior to the public hearing so arrangements may be made. All written comments will be addressed in writing within fifteen days after public hearing.

## PUBLIC HEARING

DATE: October 16, 2018

TIME: 5:30 PM

PLACE: Lamesa City Hall

ADDRESS: 601 S. 1<sup>st</sup>

# POSTING

## AVISO PÚBLICO

CIUDAD DEL LAMESA

PROGRAMA DE SUBVENCIÓN DE DESARROLLO DE COMUNITARIO DE TEXAS

NÚMERO DE CONTRATO 7216280

AUDIENCIA PÚBLICA FINAL

Ciudad de Lamesa realizará una audiencia pública final en su 2016 Texas comunidad subvención programa de subvención de desarrollo, el 16 de Octubre de 2018 en 5:30 P.M. La reunión se celebrará en Ayuntamiento, 601 S. 1st, Lamesa, Texas 79331. Temas a tratar son la realización de mejoras de agua y gasto de donaciones y fondos locales.

La ciudad anima a los destinatarios del proyecto, así como otros ciudadanos interesados a participar en la audiencia. Los ciudadanos no puedan asistir a esta reunión podrán presentar sus opiniones y comentarios a Shawna Burkhart, la administrador de ciudad, [sburkhart@ci.lamesa.tx.us](mailto:sburkhart@ci.lamesa.tx.us). Personas con discapacidad que deseen asistir a esta reunión deben contactar a Shawna Burkhart, la administrador de ciudad, para solicitar asistencia. Personas que requieren ayudas auxiliares y servicios para esta reunión deben comunicarse con Shawna Burkhart, la administrador de ciudad, por lo menos dos días antes de la reunión para que se pueden hacer arreglos apropiados. Si alguien está interesado en asistir a la audiencia pública requiere un traductor, por favor, póngase en contacto con Shawna Burkhart, la administrador de ciudad en 806-872-2124 antes de la audiencia pública por lo que pueden hacer arreglos. Todos los comentarios escritos se dirigirá por escrito dentro de los quince días después de la audiencia pública.

## AUDIENCIA PÚBLICA

Fecha: 16 de Octubre de 2018 hora: 5:30

LUGAR: Palacio Municipal

Dirección: 601 S. 1<sup>st</sup>



**CITY OF LAMESA  
TxCDBG FINAL PUBLIC HEARING  
October 16, 2018  
5:30 P.M.**

[illegible]

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM:8**

**SUBJECT: ADOPT FINANCIAL POLICY**  
**PROCEEDING: Resolution**  
**SUBMITTED BY: City Staff**

## **SUMMARY STATEMENT**

Consider passing a resolution approving the City's Financial Policy for Fiscal Year 2018-2019. *(Finance Director)*

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to pass a resolution approving the City's Financial Policy for Fiscal Year 2018-2019. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

## **RESOLUTION NO. R-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, ADOPTING A FINANCIAL POLICY**

On the 16th day of October, 2018, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

**WHEREAS**, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to have a sound financial policy leading to better accountability, sustainability, and transparency in the financial management of the City

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:**

That the City of Lamesa, Texas, adopt a Financial Policy for the Fiscal Year 2018-2019 to provide better accountability, sustainability, and transparency in the financial management of the City.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 16th day of October, 2018, by a majority vote.

**PASSED AND APPROVED** the 16th day of October, 2018.

**ATTEST**

**APPROVED:**

\_\_\_\_\_  
Betty Conde  
City Secretary

\_\_\_\_\_  
Josh Stevens  
Mayor

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 9**

4SUBJECT: **CALL FOR RFP FOR REDISTRICTING SERVICES**  
PROCEEDING: Action  
SUBMITTED BY: City Staff  
EXHIBITS:

## **SUMMARY STATEMENT**

City Council to consider authorizing a call for Request for Proposals for Redistricting Services, to include a description of qualifications, cost breakdown of demographic survey services and legal services with timeline for completion and estimated payments for services by year. *(City Manager)*

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to . authorize a call for Request for Proposals for Redistricting Services, to include a description of qualifications, cost breakdown of demographic survey services and legal services with timeline for completion and estimated payments for services by year. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

**The City of Lamesa**

**REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL SERVICES (Redistricting)**

**NOTICE TO VENDORS**

Request for Qualifications addressed to the City of Lamesa, 601 S. 1<sup>st</sup> Street, Lamesa, TX 79331 will be received until **2:00 P.M., November 14<sup>th</sup>, 2018.**

In accordance with the provisions of Texas Local Government Code 272 and Texas Government Code, Chapter 2254, The City of Lamesa is requesting responses to this solicitation to provide professional consulting services for perform all necessary data acquisition, analysis, presentation and planning for redistricting of City of Lamesa voting districts. This professional consulting service may include legal analysis regarding state and federal law pertaining to elections, voting rights, and knowledge of geographic information systems (GIS), to a sufficient degree to comply with state and federal law, and to produce efficient election administration of any political boundaries determined to serve the best interests of the residents of Lamesa, Texas, and to otherwise assist the City of Lamesa in completing the following necessary stages of work:

1. Data assembly, including identification of existing political boundaries, voting places, residence of incumbents.
2. Preparation of an initial analysis of existing political boundary demographics to determine constitutional and statutory compliance following the release of 2020 U.S. Census data.
3. Coordinate with the City Council or any appointed Citizens Committee in the formation of suitable plan or plans to achieve demographic balance between the city wards while complying with the federal Voting Rights Act of 1965.
4. Harmonize resulting city ward boundaries with Dawson County election precincts to the maximum extent practicable to avoid unnecessary duplication of scarce public resources regarding the administration of elections.
5. Prepare and assist in the presentation of one or more suitable plan or plans in public hearings that may be required by law or recommended as necessary for public information of new political boundaries and polling places.
6. Draft, provide and properly document all necessary correspondence, resolutions, decrees, orders or findings necessary to carry into effect any redistricting plan approved by the City Council of Lamesa, Texas, including the provision of both hard copy and digital files

---

City Manager, Lamesa, Texas

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 10**

4SUBJECT: **CALL FOR BIDS FOR RENOVATION OF CITY HALL  
RESTROOMS TO ADA STANDARDS:**  
PROCEEDING: Action  
SUBMITTED BY: City Staff  
EXHIBITS:

## **SUMMARY STATEMENT**

City Council to consider submitting a request/call for bids for the renovations of the City Hall restrooms to ADA standards. (*City Manager*)

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to consider submitting a request/call for bids for the renovations of the City Hall restrooms to ADA standards. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 11**

4SUBJECT: **EMERGENCY PURCHASE OF 2005 ENGINE/PUMPER FOR  
FIRE DEPARTMENT:**  
PROCEEDING: Action  
SUBMITTED BY: City Staff

## **SUMMARY STATEMENT**

City Council to consider purchasing a 2005 Freightliner Engine/Pumper (6,511 mileage) from Daco. This is a trade-in from the City of Stanton. The Weaver Foundation has agreed to finance the purchase. *(Fire Chief)*

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to consider purchasing a 2005 Freightliner Engine/Pumper (6,511 mileage) from Daco. This is a trade-in from the City of Stanton. The Weaver Foundation has agreed to finance the purchase. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**



## **Lamesa Fire Rescue**

Central Fire Station # 1  
307 North 1<sup>st</sup>  
Lamesa, Texas 79331  
806-872-4352

North Fire Station # 2  
1711 North Bryan Ave.  
Lamesa, Texas 79331  
806-872-4351

### **MEMO**

Shawna-

Lamesa Fire Rescue is requesting approval to purchase a 2005 Freightliner Engine with pump and roll capabilities and an integrated foam tank. This truck is being traded in from the Stanton Fire Department in Martin County for a new Engine through Daco Fire Equipment. The truck is available immediately and only has 6,500 miles on it. Currently, we have a 1993 GMC Fire Engine with 86,000 miles on it, which is not dependable and has none of these capabilities. Daco Fire Equipment has agreed to sell us the truck for the trade-in value, which is \$65,000.00. We have tested this truck and believe it is in excellent condition. The 1993 GMC truck has been our backup, but is now our front line Engine at Station 2. Our Engine 9, which has been a lemon since it was purchased, is back in the shop again. We have already spent close to \$20,000.00 on this truck again this year and Longley Diesel has not been able to fix it this time. It has been in the shop over a month now and no estimate of when it will be ready. We do not have a reserve Engine at this time and if something goes wrong, we do not have a back-up. It is crucial that we get another Engine as soon as possible. The Weaver Foundation has agreed to pay for the truck with Council approval. This is an Emergency Request to proceed in acquiring this truck.

Sincerely,

Larry Duyck  
Fire Chief  
Lamesa Fire Rescue

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 12**

**4SUBJECT: DISCUSSION OF REVISITING AND RE-ESTABLISHING A CHARTER COMMISSION TO REVIEW THE CITY CHARTER FOR FUTURE AMENDMENTS:**  
**PROCEEDING: Action**  
**SUBMITTED BY: City Staff**

## **SUMMARY STATEMENT**

City Council to discuss and give direction to staff in regards to revisiting and re-establishing a Charter Commission to review the City Charter for future amendments.  
(Mayor)

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 13**

**SUBJECT: REQUEST FOR ZONE CHANGE – 11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9<sup>TH</sup> & NORTH 11<sup>TH</sup>**  
**PROCEEDING: Approval**  
**SUBMITTED BY: City Staff**  
**EXHIBITS Ordinance, Second Reading**  
**AUTHORITY: City Charter, City Code, Texas Government Code**

## **SUMMARY STATEMENT**

City Council to consider approving an Ordinance on Second reading approving a zone change for the following property:

**A 11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup>**

located at 11.2 ACRES BETWEEN AVE Q. & AVE R., NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup> from zoning district R-1 to zoning district SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) for use as SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK.

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to pass an Ordinance on Second reading to change the zoning designation of the following described property from Zoning District R-1 to Zoning District SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1) for use as SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK. upon recommendation of the Planning and Zoning Commission to-wit:

**A 11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9<sup>TH</sup> AND NORTH 11<sup>TH</sup>**

Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

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

**AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THAT 11.2 ACRE TRACT DESCRIBED ON EXHIBIT A ATTACHED HERETO, WHICH IS PRESENTLY ZONED R-1 SINGLE-FAMILY RESIDENCES, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT FOR A MANUFACTURED HOME PARK; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the City Council of the City of Lamesa, Texas, in compliance with the City Charter and State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publications and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in vicinity thereof, the City Council of the City of Lamesa finds that the public convenience will be best served by the granting of the Specific Use Permit with one year term that must be reviewed by Planning and Zoning Commission and renewed annually, which is hereinafter set out on the property described in the following Section One.

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

**SECTION ONE.** That the zoning use classification of that 11.2 acre tract described on Exhibit "A" attached hereto, which is presently zoned R-1 Single-Family Residences, , be, and same is hereby, changed to permit said property to be used under a Specific Use Permit for a manufactured home park.

**SECTION TWO.** That said property shall be subject to the following conditions and restrictions:

- A.** That this development shall be consistent with the site plan attached hereto and incorporated herein as Exhibit "B".
- B.** That the maximum capacity shall not exceed 80 mobile home units.
- C.** That the manufactured home park's front yard setback shall be 15 feet from the front property line.
- D.** It shall be unlawful for any person to install a mobile home, as defined within Article 3.06.005 and constructed before June 15, 1976, for use or occupancy as a residential dwelling within the city.

- E. That the trash dumpsters shall be appropriately screened and of adequate quantity to handle the refuse generated by the mobile home park occupants.
- F. That a blanket refuse easement to the property is hereby granted to the City of Lamesa. The development must be designed to accommodate side load trash trucks with no obstructions.
- G. That internal sidewalks shall not be required.
- H. That the main paved street may be 36 feet wide with the side spurs to the housing units being a 30 foot paved width, both without curb and gutter and that the south, west and north sides of the park having a 20 foot alley.
- I. That parking is prohibited within the alleys and the 30 foot paved roadways, parallel parking is permitted beyond 100 feet of the park entrance, on one side only, of the main entrance, on one side only, of the main 36 foot wide street with appropriate signage indicating the approved side and required distance from each intersection.
- J. That the internal streets, play areas, key pad entry gate, and the park entryway light shall be illuminated per code and maintained in a working condition.
- K. That tenant storage facilities are optional, but may become mandatory at the discretion of the Building Official, if yard clutter, prohibited storage under housing units, or theft of yard items become a nuisance or complaint issue.
- L. That a property manager shall be in charge to keep the manufactured home park, its facilities and equipment in a clean, orderly and sanitary condition and said manager shall be answerable, with the license, for any violation of the provisions of the Lamesa City Code.
- M. That this manufactured home park is required to obtain a building permit for installation of each manufactured home unit.
- N. That the development and management of this manufactured home park, unless otherwise stated, shall be consistent with the applicable regulations of the Code of Ordinances of the City of Lamesa.
- O. A fence surrounding the entire property of a height not less than 6 feet shall be required. Masonry entryway at the front of the property is required. Fence must be constructed of masonry and/or iron.
- P. Sidewalks must be designed per City Ordinance and placed around the perimeter of the property. That there shall be no final inspection of this property and no certificate of occupancy shall be issued until the applicant completes construction of the required sidewalk improvements around the exterior of the property or in lieu thereof, the applicant deposits the sum of \$\_\_(TBD upon review of development plans)\_\_ with the City Manager as security for said sidewalk improvements. This ordinance shall not become effective until the applicant completes construction of said sidewalk improvements or deposits said sum with the City Manager. Sidewalk requirements will be required on the North, West and South sides of the property only as roads are developed on N. 9<sup>th</sup> and N. 11<sup>th</sup> Streets.
- Q. The City of Lamesa is not responsible for maintaining any private roadways. The City will not be responsible for damages caused to private roadways due to repair of City utilities.

**SECTION THREE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FOUR.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Lamesa hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION FIVE.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in the Code of Ordinances of the City of Lamesa, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

**SECTION SIX.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the 18<sup>th</sup> day of September, 2018; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 16<sup>th</sup> day of October, 2018.

ATTEST:

APPROVED:

---

Betty Conde, City Secretary

---

Josh Stevens, Mayor

#### LEGAL DESCRIPTION

An 11.20 acre tract of land located in the S/2 of Section 72, Block 35, Township 6 North, Certificate 60, Georgetown Railway Co. Survey, Dawson County, Texas, and being more particularly described as follows:

BEGINNING at a point from which the Southeast corner of said Section 72 bears N.77°37'57"E. 2284.0 feet and S.12°39'36"E. 690.0 feet (all bearings are compared to the Texas Coordinate System of 1983, North Central Zone, all distances are true at an averaged surface elevation);

THENCE N.12°39'36"W. 642.53 feet to a found 1/4" iron rod with cap marked "NEWTON SURVEYING" at the Southwest corner of Lot 5, Block 12, Sunset Second Amended Addition (Volume 2, page 18, Plat Records of Dawson County, Texas), for the most Easterly-Northeast corner of this tract;

THENCE S.77°36'04"W. 40.20 feet to the Southwest corner of said Sunset Second Amended Addition, being the West line of dedicated street (Avenue Q), and for a corner of this tract;

THENCE N.12°39'36"W., along said West line of Avenue Q, 102.92 feet to a "PK" nail found in the centerline of North 11<sup>th</sup> Street, for the most Northerly-Northeast corner of this tract;

THENCE S.77°36'04"W., at 20.0 feet pass 30.0' Southeasterly of a found 1/4" iron pipe at the Southeast corner of Block 8, Forrest Hills Addition (Volume 2, page 35, Plat Records of Dawson County, Texas), at 590.00 feet pass 30.0 feet Southeasterly of found 1" iron pipe at the Southwest corner of said Block 8, in all 620.00 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set for the Northwest corner of this tract;

THENCE S.12°40'30"E., at 710.10 feet pass a set 1/4" iron rod with cap marked "NEWTON SURVEYING", in all 740.10 feet to the Northeast corner of the John Cason tract (Volume 57, page 122, Deed Records of Dawson County, Texas), and for the Southwest corner of this tract;

THENCE N.77°37'57"E., along the North line of the Ray Hillingshead tract (Volume 54, page 211, Deed Records of Dawson County, Texas), a distance of 660.00 feet to the place of beginning, said 11.20 acre tract being same tract described in deed from C.A. Hollingsworth et ux, Vera Hollingsworth to Trustees of Lamesa Independent School District, dated May 6, 1957 and recorded in Volume 155, page 375, Deed Records of Dawson County, Texas.



**Public Notice in Newspaper: Fifteen (15) days' notice of the hearing with one (1) advertisement; the first day is not included in the ten-day period.**

**ZONE CHANGE FORM MENU**

<b><u>Change from:</u></b>	<b><u>To:</u></b>
<b>DATE OF APPLICATION:</b>	JUNE 27, 2018
<b>CASE NUMBER:</b>	PZ 18-10
<b>LEGAL DESCRIPTION OF PROPERTY:</b>	11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas
<b>NAME AND ADDRESS OF OWNER:</b>	LAMESA ECONOMIC ALLIANCE PROJECT, P.O. BOX 880, LAMESA, TX 79331
<b>ADDRESS OF PROPERTY:</b>	11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas
<b>PRESENT ZONE:</b>	R-1
<b>PROPOSED ZONE:</b>	SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1)
<b>PRESENT LAND USE:</b>	VACANT LOT
<b>PROPOSED LAND USE:</b>	SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK
<b>DATES NOTICE PUBLISHED:</b>	JULY 1, 2018
<b>DATE OF P &amp; Z MEETING:</b>	JULY 17, 2018
<b>TIME OF P &amp; Z HEARING:</b>	4 P.M.
<b>CITY COUNCIL MEETING DATE:</b>	<b>AUGUST 7, 2018 &amp; AUGUST 9, 2018</b>





# CITY OF LAMESA

601 SOUTH 1ST STREET LAMESA, TEXAS 79331 TEL. 806-872-2124 FAX 806-872-4338

## NOTICE PUBLIC HEARING CITY COUNCIL OF THE CITY OF LAMESA, TEXAS

**NOTICE** is hereby given to all interested persons that the City Council of the City of Lamesa, Texas will hold a public hearing on AUGUST 21, 2018 & AUGUST 28, 2018, at 4 P.M. in the City Hall, 601 South First Street, Lamesa, Texas.

**AT WHICH TIME AND PLACE** all interested persons will be given an opportunity to be heard after which hearing the Planning and Zoning Commission will make a determination in the following case:

**CASE NO. PZ 18-10:** To consider the petition of LAMESA ECONOMIC ALLIANCE PROJECT, P.O. BOX 880, LAMESA, TX 79331 to change the zone of the following property:

**11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas**

located at 11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas from zoning district R-1 to zoning district SPECIFIC USE PERMIT (M-1) for MANUFACTURED HOME PARK.

**FOR THE CITY OF LAMESA;**

---

Publication Dates:

JULY 26, 2018

**CERTIFICATION OF NOTICE:** I certify that the agenda was posted at City Hall, 601 South 1<sup>st</sup> Street, Lamesa, Texas at \_\_\_\_\_ (a.m. / p.m.) on \_\_\_\_\_, 2018 in accordance with the Texas Open Meeting Act.

---

Iris Cardoza, City Inspector Secretary



# CITY OF LAMESA

601 SOUTH 1ST STREET LAMESA, TEXAS 79331 TEL. 806-872-2124 FAX 806-872-4338

**NOTICE  
PUBLIC HEARING  
CITY OF LAMESA, TEXAS  
PLANNING AND ZONING COMMISSION**

**NOTICE** is hereby given to all interested persons that the Planning and Zoning Commission of the City of Lamesa, Texas will hold a public hearing on JULY 17, 2018, at 4 P.M. in the City Hall, 601 South First Street, Lamesa, Texas.

**AT WHICH TIME AND PLACE** all interested persons will be given an opportunity to be heard after which hearing the Planning and Zoning Commission will make a determination in the following case:

**11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry.  
Company Surveys, Dawson County, Texas**

That LAMESA ECONOMIC ALLIANCE PROJECT, P.O. BOX 880, LAMESA, TX 79331 requested that the zoning district of the property described above, located at 11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas, be changed from R-1 to SPECIFIC USE PERMIT (M-1) for use as MANUFACTURED HOME PARK.

You are hereby invited to attend such public hearing and voice any comments you may have regarding such proposed zone change. If for any reason you are unable to attend the public hearing, you may return this form to Mike Lopez, Building Official, City of Lamesa, 601 South First Street, Lamesa, Texas 79331 with your comments as stated below, and your wishes will be made known to the members of the Planning and Zoning Commission.



# CITY OF LAMESA

601 SOUTH 1ST STREET LAMESA, TEXAS 79331 TEL. 806-872-2124 FAX 806-872-4338

## CITY OF LAMESA, TEXAS PLANNING AND ZONING COMMISSION NOTICE TO PROPERTY OWNERS

**NOTICE** is hereby given to all interested persons that the Planning and Zoning Commission of the City of Lamesa, Texas will hold a public hearing on JULY 17, 2018, at 4 P.M. in the City Hall, 601 South First Street, Lamesa, Texas.

**AT WHICH TIME** the Planning and Zoning Commission will consider a change in zoning district for the following described property, such property being within 200 feet of property listed by the tax office as belonging to you:

**11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry.  
Company Surveys, Dawson County, Texas**

That LAMESA ECONOMIC ALLIANCE PROJECT, P.O. BOX 880, LAMESA, TX 79331 requested that the zoning district of the property described above, located at 11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas, be changed from R-1 to SPECIFIC USE PERMIT (M-1) for use as MANUFACTURED HOME PARK.

You are hereby invited to attend such public hearing and voice any comments you may have regarding such proposed zone change. If for any reason you are unable to attend the public hearing, you may return this form to the Mike Lopez, Building Official, City of Lamesa, 601 South First Street, Lamesa, Texas 79331 with your comments as stated below, and your wishes will be made known to the members of the Planning and Zoning Commission.

### REPLY

I am (in favor) (opposed to) the zone change(s) as requested by Case Number: PZ 18-10 My reason and comments are as follows:

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME:**  
**ADDRESS:**



# CITY OF LAMESA

601 SOUTH 1ST STREET LAMESA, TEXAS 79331 TEL. 806-872-2124 FAX 806-872-4338

## CITY OF LAMESA ZONE CHANGE STAFF REVIEW AND ACKNOWLEDGEMENT

**TO: ALL DEPARTMENTS**

Please complete this form and return it to the Mike Lopez, Building Official.

The following zone change has been requested:

**LEGAL DESCRIPTION:** 11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas

**ADDRESS OF PROPERTY:** 11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas

**NAME OF OWNER:** LAMESA ECONOMIC ALLIANCE PROJECT, P.O. BOX 880, LAMESA, TX 79331

**PRESENT ZONE:** R-1

**PRESENT LAND USE:** VACANT LOT

**PROPOSED ZONE:** SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK (M-1)

**PROPOSED LAND USE:** SPECIFIC USE PERMIT FOR MANUFACTURED HOME PARK

**DATE OF PLANNING AND ZONING COMMISSION HEARING:** JULY 17, 2018

I have reviewed the requested change and pursuant usage with respect to the comprehensive plan, availability of parking, and compatibility with the surrounding neighborhood and have the following comments:

**DATE RETURNED** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



# CITY OF LAMESA

601 SOUTH 1ST STREET LAMESA, TEXAS 79331 TEL. 806-872-2124 FAX 806-872-4338

## **NOTICE PUBLIC HEARING CITY COUNCIL OF THE CITY OF LAMESA, TEXAS**

**NOTICE** is hereby given to all interested persons that the City Council of the City of Lamesa, Texas will hold a public hearing on AUGUST 21, 2018 & AUGUST 28, 2018 at 5:30 P.M. in the City Hall, 601 South First Street, Lamesa, Texas.

**AT WHICH TIME AND PLACE** all interested persons will be given an opportunity to be heard after which hearing the City Council will make a determination in the following cases:

**CASE NUMBER PZ 18-10:** To consider the petition of LAMESA ECONOMIC ALLIANCE PROJECT, P.O. BOX 880, LAMESA, TX 79331 to change the zone of the following property:

11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas the City of Lamesa, Dawson County, Texas

located at 11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas from zoning district R-1 to zoning district SPECIFIC USE PERMIT (M-1) for use as MANUFACTURED HOME PARK.

**FOR THE CITY OF LAMESA:**



# CITY OF LAMESA

601 SOUTH 1ST STREET LAMESA, TEXAS 79331 TEL. 806-872-2124 FAX 806-872-4338

## CITY OF LAMESA, TEXAS CITY COUNCIL PUBLIC HEARING NOTICE TO PROPERTY OWNERS

**NOTICE** is hereby given to all interested persons that the City Council of the City of Lamesa, Texas will hold a public hearing on AUGUST 21, 2018 & AUGUST 28, 2018, at 5:30 P.M. in the City Hall, 601 South First Street, Lamesa, Texas.

**AT WHICH TIME** the City Council will consider a change in zoning district for the following described property, such property being within 200 feet of property listed by the tax office as belonging to you:

**11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry.  
Company Surveys, Dawson County, Texas**

That LAMESA ECONOMIC ALLIANCE PROJECT, P.O. BOX 880, LAMESA, TX 79331 requested that the zoning district of the property described above, located at 11.20 acres out of Section 72, Block 35 T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas, be changed from R-1 to SPECIFIC USE PERMIT (M-1) for use as MANUFACTURED HOME PARK.

You are hereby invited to attend such public hearing and voice any comments you may have regarding such proposed zone change. If for any reason you are unable to attend the public hearing, you may return this form to the Mike Lopez, Building Official, City of Lamesa, 601 South First Street, Lamesa, Texas 79331 with your comments as stated below, and your wishes will be made known to the members of the City Council.

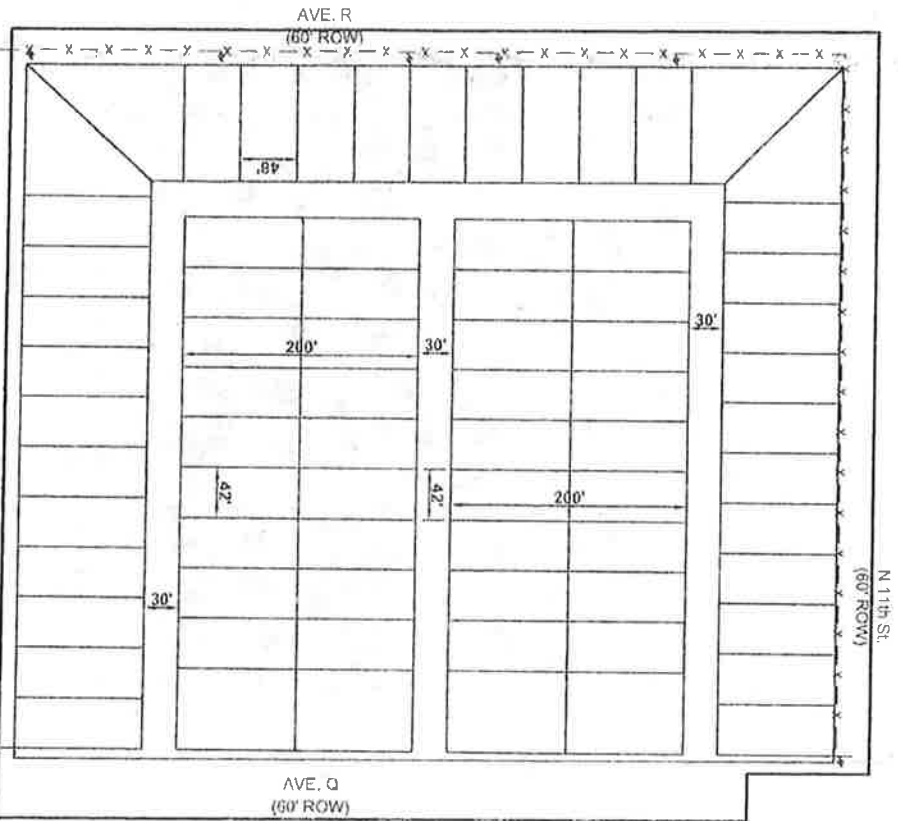
### REPLY

I am (in favor) (opposed to) the zone change(s) as requested by Case Number: PZ 18-10 My reason and comments are as follows:

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME:**  
**ADDRESS:**





NEWTON ENGINEERING, PC

3208 Caldera Blvd., Midland, Texas 79705  
(432) 770-0499

Copyright 2018

Drawn by: JMN

09/04/2014

Job No. 18-ME0000

Storage: 10/15/18



# Untitled Map

Write a description for your map.

Legend



Google Earth

© 2018 Google



# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 14**

**SUBJECT: FINANCIAL REPORT**  
**SUBMITTED BY: Finance Director**  
**EXHIBITS: Financial Report**

### **SUMMARY STATEMENT**

Finance Director to report on the city's finances.

### **COUNCIL ACTION**

No City Council action required.

### **CITY MANAGER'S MEMORANDUM**

Finance Director will provide report at City Council meeting.



# **City of Lamesa** **Financial Statement Summary** **As of: September 2018**

	<b>Current</b>	
<b>General Fund (1)</b>	<b>Month-to-Date</b>	<b>Year-to-Date</b>
Revenues	\$ 217,389.99	\$ 4,563,871.96
Expenditures	\$ 369,481.76	\$ 4,273,687.17
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (152,091.77)</b>	<b>\$ 290,184.79</b>
<b>Water &amp; Wastewater Fund (2)</b>		
Revenues	\$ 613,005.38	\$ 4,951,360.98
Expenditures	\$ 458,462.35	\$ 4,385,376.53
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 154,543.03</b>	<b>\$ 565,984.45</b>
<b>Solid Waste Fund (3)</b>		
Revenues	\$ 156,835.50	\$ 1,860,099.45
Expenditures	\$ 125,737.54	\$ 1,681,200.12
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 31,097.96</b>	<b>\$ 178,899.33</b>
<b>Golf Course Fund (18)</b>		
Revenues	\$ 13,817.00	\$ 229,050.43
Expenditures	\$ 19,469.18	\$ 269,828.51
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (5,652.18)</b>	<b>\$ (40,778.08)</b>
<b>All Funds</b>		
Revenues	\$ 1,001,047.87	\$ 11,604,382.82
Expenditures	\$ 973,150.83	\$ 10,610,092.33
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 27,897.04</b>	<b>\$ 994,290.49</b>

## FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
01-TAXES		3,151,144.00	131,928.85	3,376,051.57	107.14	( 224,907.57)
02-FRANCHISES AND STREET		508,500.00	68,090.17	509,768.65	100.25	( 1,268.65)
03-PERMITS, LICENSES AND		27,000.00	1,006.50	30,232.53	111.97	( 3,232.53)
04-FINES		56,100.00	2,426.14	46,751.62	83.34	9,348.38
05-RECREATIONAL AND RENTA		25,000.00	2,799.62	36,671.24	146.68	( 11,671.24)
06-OTHER GOVERNMENTAL AGE		203,713.00	0.00	279,249.00	137.08	( 75,536.00)
07-TRANSFERS		0.00	0.00	0.00	0.00	0.00
08-CHARGES FOR CURRENT SE		17,200.00	462.65	18,980.44	110.35	( 1,780.44)
09-MISCELLANEOUS REVENUES		274,379.35	10,676.06	211,326.10	77.02	63,053.25
19-SOURCE (CHG TO 49XXX)		0.00	0.00	54,840.81	0.00	( 54,840.81)
TOTAL REVENUES		4,263,036.35	217,389.99	4,563,871.96	107.06	( 300,835.61)

## EXPENDITURE SUMMARY

GENERAL ADMIN SERVICES	253,633.76	15,163.50	230,718.39	90.97	22,915.37
FINANCIAL SERVICES	98,798.88	1,278.13	76,998.82	77.93	21,800.06
PERSONNEL/RISK MGT SERV	63,153.00	( 10,661.28)	54,993.10	87.08	8,159.90
COMMUNITY DEVELOPMENT SER	1,000.00	73.18	765.71	76.57	234.29
HOUSING ASSISTANCE SERV	11,211.00	4,637.23	24,931.36	222.38	( 13,720.36)
CITY COUNCIL	53,620.12	5,645.94	49,188.15	91.73	4,431.97
CITY HALL	108,375.00	3,487.21	85,762.22	79.13	22,612.78
INTERGOVERNMENTAL	95,052.00	1,791.01	83,856.64	88.22	11,195.36
MUNICIPAL COURT	124,212.00	8,073.95	110,034.79	88.59	14,177.21
VEHICLE REPAIR SERVICES	66,076.70	20,839.90	70,476.98	106.66	( 4,400.28)
VEHICLE PREVENTIVE MNT	394.00	( 76.61)	( 280.18)	71.11-	674.18
FIRE SERVICES	617,976.07	68,826.71	605,984.74	98.06	11,991.33
VOLUNTEER FIRE SERVICES	138,148.50	40,158.99	147,958.25	107.10	( 9,809.75)
PD - GEN'L ADMIN SERV	210,444.00	15,981.07	172,230.65	81.84	38,213.35
COMMUNICATIONS SERVICES	205,381.00	14,321.19	183,475.65	89.33	21,905.35
GEN'L LAW ENFORCEMENT SER	959,540.83	65,463.40	920,268.65	95.91	39,272.18
CRIMINAL INVESTIGATIONS	172,910.00	14,553.26	153,261.67	88.64	19,648.33
JUVENILE SERVICES	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL SERVICE	43,256.54	877.91	68,433.99	158.20	( 25,177.45)
EMERGENCY MANAGEMENT SERV	21,400.00	121.53	19,058.32	89.06	2,341.68
NARCOTICS INTERDICTION	0.00	0.00	0.00	0.00	0.00
STREET MAINTENANCE SERV	323,664.20	26,164.41	255,598.36	78.97	68,065.84
STREET CONST/SEAL COAT	116,909.00	11,787.98	63,048.21	53.93	53,860.79
STREET CLEANING SERVICES	29,109.00	1,141.03	16,945.38	58.21	12,163.62
TRAFFIC SERVICES	169,201.00	11,120.10	153,585.98	90.77	15,615.02
INSPECTION SERVICES	154,172.00	12,494.81	113,093.61	73.36	41,078.39
PARK MAINTENANCE SERVICES	319,757.79	21,496.11	257,913.72	80.66	61,844.07
PARK IRRIGATION SERVICES	17,283.04	( 1,729.85)	6,227.33	36.03	11,055.71
COMMUNITY BUILDING SERV	55,350.00	8,717.26	62,276.32	112.51	( 6,926.32)
RECREATIONAL FACILITIES	232,069.90	6,630.95	210,480.04	90.70	21,589.86

C I T Y O F L A M E S A  
 FINANCIAL STATEMENT  
 AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND  
 FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
	SWIMMING POOL SERVICES	79,453.00	1,102.74	76,400.32	96.16	3,052.68
	TOTAL EXPENDITURES	4,741,552.33	369,481.76	4,273,687.17	90.13	467,865.16
	REVENUES OVER/(UNDER) EXPENDITURES	( 478,515.98)	( 152,091.77)	290,184.79	60.64-	( 768,700.77)
		=====	=====	=====	=====	=====
	OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
	REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	( 478,515.98)	( 152,091.77)	290,184.79	60.64-	( 768,700.77)
		=====	=====	=====	=====	=====

C I T Y O F L A M E S A  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2018

02 -WATER & WASTEWATER ENTER.  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
11-OPERATING REVENUES		4,512,565.00	439,512.38	4,672,776.64	103.55	( 160,211.64)
12-NON-OPERATING REVENUES		229,829.47	173,493.00	278,584.34	121.21	( 48,754.87)
TOTAL REVENUES		4,742,394.47	613,005.38	4,951,360.98	104.41	( 208,966.51)
EXPENDITURE SUMMARY						
WATER PRODUCTION SERVICES		1,636,446.40	99,929.07	1,285,899.08	78.58	350,547.32
WATER DIST/WASTEWATER SER		1,960,246.80	274,264.09	1,865,584.86	95.17	94,661.94
WASTEWATER TREATMENT SERV		891,115.29	57,920.64	815,494.22	91.51	75,621.07
ENGINEERING SERVICES		86,356.00	804.68	68,400.72	79.21	17,955.28
TECHNICAL SERVICES		80,041.00	3,925.67	56,388.38	70.45	23,652.62
UTILITY BILLING/COLLECT		325,124.00	21,618.20	293,547.06	90.29	31,576.94
INSPECTION SERVICES		0.00	0.00	62.21	0.00	( 62.21)
TOTAL EXPENDITURES		4,979,329.49	458,462.35	4,385,376.53	88.07	593,952.96
REVENUES OVER/(UNDER) EXPENDITURES	( 236,935.02)	154,543.03	565,984.45	238.88-	( 802,919.47)	
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00	
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	( 236,935.02)	154,543.03	565,984.45	238.88-	( 802,919.47)	

FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2018

03 -SOLID WASTE ENTERPRISE  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
05-RECREATIONAL AND RENTA		0.00	0.00	0.00	0.00	0.00
21-OPERATING REVENUES		1,811,862.00	150,803.70	1,779,469.34	98.21	32,392.66
22-NON-OPERATING REVENUES		82,378.59	6,031.80	80,630.11	97.88	1,748.48
TOTAL REVENUES		1,894,240.59	156,835.50	1,860,099.45	98.20	34,141.14
EXPENDITURE SUMMARY						
SOLID WASTE COLLECTION SV		975,640.81	63,650.29	930,557.22	95.38	45,083.59
SANITARY LANDFILL SERVICE		880,960.46	48,514.63	607,559.30	68.97	273,401.16
SPECIALIZED COLLECTION SV		146,900.00	7,619.15	66,636.03	45.36	80,263.97
ENVIRONMENTAL HEALTH SERV		88,889.00	5,953.47	76,447.57	86.00	12,441.43
TOTAL EXPENDITURES		2,092,390.27	125,737.54	1,681,200.12	80.35	411,190.15
REVENUES OVER/(UNDER) EXPENDITURES	( 198,149.68)		31,097.96	178,899.33	90.28-	( 377,049.01)
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00		0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	( 198,149.68)		31,097.96	178,899.33	90.28-	( 377,049.01)

## FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2018

18 -MUNICIPAL GOLF COURSE  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
09-MISCELLANEOUS REVENUES		0.00	0.00	0.00	0.00	0.00
31-FEES AND DUES		224,442.71	13,817.00	229,050.43	102.05	( 4,607.72)
TOTAL REVENUES		224,442.71	13,817.00	229,050.43	102.05	( 4,607.72)
EXPENDITURE SUMMARY						
MUNICIPAL GOLF COURSE		229,333.27	19,469.18	231,654.53	101.01	( 2,321.26)
TOTAL EXPENDITURES		229,333.27	19,469.18	231,654.53	101.01	( 2,321.26)
REVENUES OVER/(UNDER) EXPENDITURES		( 4,890.56)	( 5,652.18)	( 2,604.10)	53.25	( 2,286.46)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)		( 4,890.56)	( 5,652.18)	( 2,604.10)	53.25	( 2,286.46)



**City of Lamesa**  
**Balance Sheet Summary**  
**As of : September 2018**

**General Fund (1)**

Assets	\$	3,502,466.09
Liabilities	\$	484,794.93

**Water & Wastewater Fund (2)**

Assets	\$	16,949,438.04
Liabilities	\$	13,338,288.80

**Solid Waste Fund (3)**

Assets	\$	3,615,603.37
Liabilities	\$	1,299,809.53

**Golf Course Fund (18)**

Assets	\$	268,045.92
Liabilities	\$	257,011.28



## 01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
01-1001	CASH IN BANK	1,042,975.38
01-1002	PETTY CASH	0.00
01-1003	RETURNED CHECKS	717.32
01-1004	TAXES RECEIVABLE-DELIQUENT	194,414.90
01-1005	TAXES RECEIVABLE CURRENT	74,644.74
01-1006	PROV. FOR UNCOLLECT TAXES	( 142,943.71)
01-1007	MISC ACCT. RECEIVABLE	2,638.01
01-1008	PROV. UNCOLLEC. ACCT/REC	( 184.11)
01-1009	PAVING LEIN RECEIVABLE	157,357.00
01-1010	UNCOLLECTABLE PAVING LEIN	( 100,387.00)
01-1011	A/R LUBBOCK TASK FORCE	0.00
01-1012	A/R TNRCC	0.00
01-1013	OFFICE SUPPLIES INVENTORY	2,195.97
01-1014	DUE FROM DAWSON COUNTY	0.40
01-1015	CASH IN BANK - PAYROLL	0.00
01-1016	DUE FROM DEBT SERVICE	0.00
01-1017	FUEL TAX C.D.	0.00
01-1018	DUE TO/FROM 1997 TAN	0.00
01-1019	DUE TO/FROM SOLID WASTE FUND	0.00
01-1020	DUE FROM INVESTMENT FUND	1,383,577.09
01-1021	CAPITAL EQUIPMENT RESERVE	0.00
01-1022	BUILDING & COMPUTER RESERVE	0.00
01-1023	DUE FROM FIRE DEPT. GRANTS	0.00
01-1024	DUE FROM JUSTICE GRANT	0.00
01-1025	DUE TO/ FROM STATE AGENCY	0.00
01-1026	DUE FROM OTHER GOVERNMENTS	0.00
01-1027	DUE TO/FROM CAPITAL PROJECT	0.00
01-1028	SALES TAX RECEIVABLE	7,484.94
01-1029	DUE TO/FROM DEBT SERVICE	0.00
01-1030	DUE FROM MOTEL TAX FUND	0.00
01-1031	DUE TO/FROM SPECIAL REV. FUND	0.00
01-1032	DUE FROM INVESTMENT-CIVIC CTR.	0.00
01-1033	ACCOUNTS RECEIVABLE	0.00
01-1034	SALES TAX REC./TX COMPTROLLER	278,570.22
01-1035	DUE FROM IMS FLEX ACCT.	6,919.54
01-1036	FRANCHISE TAX RECEIVABLE	80,806.95
01-1040	TAN I&S RESERVE	0.00
01-1044	CIP - F PARK LIGHT PROJECT	0.25
01-1045	CITY OF LAMESA - CFS FESTIVAL	4,869.11
01-1046	CRIME LINE	2,672.91
01-1050	DUE TO/FROM RISK MGMT & SAFE	0.00
01-1055	DUE FROM INVESTMENT FUND	0.00
01-1056	DUE FROM TEXstar POOL	500,000.00
01-1060	DUE FROM ECONOMIC DEVELO	19,928.19
01-1061	DUE FROM BUILDING SECURITY	0.00
01-1062	DUE FROM PEG FUND	0.00
01-1063	DUE FROM POLICE DONATION FUND	0.00
01-1064	DUE FROM TECHNOLOGY FUND	0.00
01-1065	DUE FROM ECONOMIC DEV./AUDITOR	( 13,792.01)

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

## 01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-1066	DUE FROM S.W.A.T FUND	0.00
01-1070	DUE FROM FORFEITED TRUST	0.00
01-1071	DUE FROM WWF-LAND PURCHASE	0.00
01-1072	DUE TO/FROM GOLF COURSE	0.00
01-1080	D.A.R.E.	0.00
01-1085	DUE FROM HOUSING AUTHORITY	0.00
01-1090	XFER FOR RETIREMENT/C.O.'	0.00
01-1095	DUE FROM LEAP	0.00
		3,502,466.09
TOTAL ASSETS		3,502,466.09

## LIABILITIES

01-2013	PAVING LIEN REFUND PAYABLE	0.00
01-2014	SALES TAX PAYABLE	10,422.95
01-2015	VOUCHERS PAYABLE	88,753.80
01-2016	COMMUNITY BLDG.DEPOSITS	19,773.00
01-2017	REFUND OF CASH DEPOSITS	591.00
01-2018	WAGES PAYABLE	0.00
01-2019	GROUP INSURANCE PAYABLE	0.00
01-2020	WITHHOLDING TAX PAYABLE	0.00
01-2021	SOCIAL SECURITY PAYABLE	0.00
01-2022	T.M.R.S. PAYABLE	0.00
01-2023	AUTO ALLOWANCE PAYABLE	0.00
01-2024	BONDS	0.00
01-2025	DEDUCTIONS PAYABLE	0.00
01-2026	WORKERS COMPENSATION	25.00
01-2027	AIRPORT	0.00
01-2028	OPTIONAL LIFE PAYABLE	4,532.45
01-2029	DUE TO SWMF	0.00
01-2030	GOVERNOR'S TAX PAYABLE	0.00
01-2031	TRANS.FOR RET.BONDS	0.00
01-2032	DUE TO STATE AGENCY	0.00
01-2033	C.D.B.G.	0.00
01-2034	DUE TO LAMESA HOUSING	0.00
01-2035	TRANS. FROM DEVELOP. FUND	0.00
01-2036	TEEN COURT ADMIN FEE	90.00
01-2037	DUE TO RISK MGT & SAFETY	0.00
01-2038	DUE TO/FROM WATER FUND	0.00
01-2039	WARRANTS PAYABLE	0.00
01-2040	UNITED FUND	102.00
01-2041	SALES TX DUE TO LEDC -TX COMPT	46,428.37
01-2042	DUE TO LEAP -SALES TAX	46,428.37
01-2043	TMRS EMPLOYEE BACK PAY	886.49
01-2044	FLEX SPENDING ACCT. (FSA)	1,632.84
01-2045	PROV. FOR COMP.ABSENCES	0.13
01-2048	1992 C O DEBT-PRINCIPAL	0.00
01-2049	1992 C.O. DEBT	0.00
01-2050	ICMA-RC PAYABLE	0.00
01-2051	COURT BONDS PAYABLE	500.00

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

## 01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
01-2052	COURT BUILDING SECURITY FUND	0.00	
01-2053	COURT TECHNOLOGY FEE	0.00	
01-2055	TAN I&S PRINCIPAL	0.00	
01-2056	TAN I&S INTEREST	0.00	
01-2057	NORTHLAND PEG FEES	742.74	
01-2058	NTS PEG FEES	0.00	
01-2070	GROUP INS. PRE-TAX	( 1,895.13)	
01-2075	EMPLOYEE REIMB. SICK LEAVE	0.00	
01-2080	DEFERRED REVENUE-PAVING	0.00	
01-2081	DEFERRED REVENUE-TAXES	126,115.95	
01-2082	DEFERRED REVENUE-MISC. POLICE	( 0.14)	
01-2083	DEFERRED REVENUE REVITAL GRANT	0.00	
01-2084	DEFERRED REVENUE- CIVIC CENTER	0.00	
01-2085	AFLAC PRE-TAX	1,436.97	
01-2086	DEFERRED REV.-POLICE DONATIONS	0.00	
01-2087	DEFERRED REV.-COURTHOUSE PROJ.	0.00	
01-2088	DEFERRED REVENUE-SWAT DONATION	0.00	
01-2089	DEFERRED REVENUE/FIRE PROTECTI	0.00	
01-2090	AFLAC POST TAX	636.94	
01-2091	DEFERRED REV.-L.I.S.D. BUYMONE	3,786.50	
01-2092	AIR MED CARE	0.00	
01-2094	NEW YORK LIFE INS. PAYABLE	0.00	
01-2095	VISION INS. PAYABLE	325.68	
01-2096	EMPLOYEE LEGAL SERV. PAYABLE	181.30	
01-2097	WORK BOOTS PAYABLE	( 1,545.66)	
01-2098	DEFERRED REV. - SPORTS COMPLEX	56,970.00	
01-2099	JAE FITNESS PAYABLE	( 745.03)	
01-2150	ACCRUED PAYABLES	0.00	
01-2160	ACCRUED PAYROLL LIABILITY	81,934.35	
01-2999	PROFIT & LOSS	0.00	
	TOTAL LIABILITIES		484,794.93
EQUITY			
01-3001	FUND BALANCE	2,727,486.37	
01-3002	RESERVE-CAPITAL EQUIPMENT	0.00	
01-3003	RESERVE-BUILDING & COMPUTER	0.00	
01-3010	C.O. INTEREST	0.00	
01-3011	C.O. PRINCIPAL	0.00	
01-3012	TAN INTEREST	0.00	
01-3013	TAN PRINCIPAL	0.00	
01-3014	OTHER PRINCIPAL	0.00	
01-3015	OTHER INTEREST	0.00	
	TOTAL BEGINNING EQUITY	2,727,486.37	
	TOTAL REVENUE	4,563,871.96	
	TOTAL EXPENSES	4,273,687.17	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	290,184.79	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,017,671.16
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,502,466.09

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
02-1001	CASH IN BANK	770,405.54
02-1002	CASH IN DRAWER	0.00
02-1003	DUE FROM INVESTMENTS/WATER DEP	29,659.44
02-1004	CAPITAL EQUIPMENT RESERVE	435,349.88
02-1005	W.S.G. CHGS. RECEIVABLE	285,073.44
02-10051	REFUNDS PAYABLE	241.04
02-10052	UTILITY A/R SUSPENSE	0.00
02-10053	UNAPPLIED US REVENUE	( 18,153.13)
02-10054	US GL RECON REPORT	0.00
02-10059	UNBILLED REVENUE RECEIVABLE	0.00
02-1006	PROV.FOR UNCOLLECT. ACCTS	( 43,882.52)
02-1007	INVENTORY SUPPLIES	150,540.97
02-1008	WW. TRMT PLNT .RES.INVESTMENTS	92,217.18
02-1009	UTILITY SYSTEM IMPROV RESERVE	0.00
02-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
02-1011	AMORT.OF DISC. & PREMIUMS	0.00
02-1012	WATER SYSTEM LAND	33,460.47
02-1013	WATER RIGHTS PURCHASED	6,680,247.00
02-1014	WALKS, DRIVES & FENCES	10,223,647.26
02-1015	BUILDINGS	149,063.00
02-1016	WELLS & WELL HOUSES	0.00
02-1017	BOOSTER STAT. AND STORAGE	0.00
02-1018	WATER LINES, VALVES & FITT	0.00
02-1019	WATER TAPS AND METERS	6,816,494.00
02-1020	AUTOMOTIVE & MISC.EQUIP.	2,163,119.39
02-1021	FIRE HYDRANTS	0.00
02-1022	WATER SYST. DEPRECIATION	( 11,579,223.48)
02-1023	SEWER SYSTEM-LAND & LAGOO	95,540.50
02-1024	SEWAGE LIFT STATIONS	0.00
02-1025	DISPOSAL PLANT	0.00
02-1026	SEWER LINES	0.00
02-1027	SEWER SYS. DEPRECIATION	0.00
02-1028	DUE TO/FROM SOLID WASTE	0.00
02-1029	ELECTRICAL INVENTORY	0.00
02-1030	WW LIFTSTATION/LUBBOCK HWY.	481.37
02-1031	ACCOUNTS REC. - TRRA	0.00
02-1032	06 TAN ISSUANCE COSTS	27,120.24
02-1033	06 TAN AMORTIZATION	43,915.00
02-1035	DUE FROM TCDP GRANT	0.00
02-1036	DUE FROM INV. FUND-TX NOTE 06	18,253.79
02-1037	DUE TO INV. - WELLS & TOWER	393,740.45
02-1039	WATER TREATMENT PLANT	0.00
02-1040	WW TRMT PLANT RES.	0.00
02-1050	CASH IN BANK-TRMT PLANT	0.00
02-1060	CIP - NEW WATER WELL PROJECT	18,501.29
02-1065	CIP - LUBBOCK HWY LIFTSTATION	0.16
02-1070	CIP - ELEVATED STORAGE TANK	0.24
02-1075	CIP - WATER MAIN IMP, HWY 87	( 0.48)
02-1080	NET PENSION ASSET (LIABILITY)	( 30,921.00)

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-1081	DEFERRED OUTFLOW-PENSION CONTR	21,006.00
02-1082	DEFERRED OUTFLOW-PENSION INV E	173,541.00
02-1083	L.E.D.C. PRISON TOWER REC.	0.00
		16,949,438.04

TOTAL ASSETS

16,949,438.04

## LIABILITIES

02-2010	DUE TO LAMESA EDC	0.00
02-2013		0.00
02-2025	REVENUE RECOVERY LIABILITY	( 236.77)
02-2026	REVENUE RECOVERY FEES	2,644.45
02-2027	UNDEPOSITED METER DEPOSIT	0.00
02-2028	WATER DEPOSITS	261,663.98
02-2029	T.M.R.S. PAYABLE	0.00
02-2030	F.I.C.A. PAYABLE	0.00
02-2031	VOUCHERS PAYABLE	0.00
02-2032	BONDS PAYABLE-PRISON	0.00
02-2033	CONTRIBUTED BY DEVELOPERS	255,845.00
02-2034	CONTRIBUTED BY U.S. GOV'T	236,875.39
02-2035	RES.RETIRE.OF BONDS & INT	0.00
02-2036	EARNED SURPLUS INVESTED	0.00
02-2037	EARNED SURPLUS UNAPPROPR.	0.00
02-2038	INT. ON B.F. INVESTMENT	0.00
02-2039	TRANS. FOR RET. OF BONDS	0.00
02-2040	OPERATING TRANSFER	0.00
02-2041	BOND INTEREST EXPENSE	0.00
02-2042	HANDLING FEES	0.00
02-2043	CAPITAL PROJECT FUNDS	440,420.21
02-2045	PROV.COMPENSATED ABSENCES	41,251.02
02-2046	DUE TO/FROM GENERAL FUND	0.00
02-2047	DUE TO SOLID WASTE	0.00
02-2048	DUE TO RISK MGT & SAFETY	0.00
02-2049	1992 C.O. DEBT NON CURRENT	0.00
02-2050	NOTE PAYABLE- 2006 TAX NOTES	0.00
02-2051	NOTE PAYABLE-CAT FINANCE	0.00
02-2052	LEASE PAYABLE-AAIG (NON-CURRENT	1,640,416.00
02-2053	NOTES PAYABLE-WSB (NONCURREN).	( 0.40)
02-2054	BONDS PAYABLE - USDA	4,331,000.00
02-2055	CONTRIBUTED CAPITAL-TCDF	864,400.00
02-2056	CONTRIBUTED CAPITAL-TDCJ	133,567.10
02-2057	DUE TO G/F - LAND PURCHASE	0.00
02-2058	DUE TO SWMF - LAND PURCHASE	75,000.00
02-2059	DUE TO CAP. PROJ.-LAND PURCHAS	0.00
02-2060	AFLAC PRE-TAX	0.00
02-2061	DUE TO/FROM GOLF COURSE FUND	0.00
02-2070	GROUP INS. PRE-TAX	0.00
02-2085	AFLAC PRE-TAX	0.00
02-2090	AFLAC POST TAX	0.00
02-2095	VISION INS. PAYABLE	0.42

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-2160	ACCRUED PAYROLL LIABILITY	31,603.93
02-2900	CURRENT PORTION 91 C.O.'S	0.00
02-2901	CURRENT PORTION - USDA	80,000.00
02-2902	CURRENT PORTION-2006 TAN	0.00
02-2903	CURRENT PORTION-CAT FINANCE	0.00
02-2904	LEASE PAYABLE-AAIG (CURRENT)	124,636.00
02-2905	NOTES PAYABLE-WSB (CURRENT)	( 0.33)
02-2906	NOTES PAYABLE-SOUTH PLAINS COM	0.00
02-2909	TAX NOTE 2013 - ST	102,000.00
02-2910	TAX NOTE 2013 L-T	210,000.00
02-2911	CURRENT PORTION COMP ABSE	11,634.80
02-2912	TAX NOTE 2013-A L-T	307,000.00
02-2913	TAX NOTE 2013A - S-T	149,000.00
02-2914	TAX NOTE 2014 L-T	103,535.00
02-2915	TAX NOTE 2014 S-T	81,540.00
02-2920	DEFERRED REV-LIFTSTATION PROJ.	0.00
02-2925	CONJ. USE SERIES 2011-NONCURRE	1,338,783.00
02-2926	CONJ USE SERIES 2011-CURRENT	78,536.00
02-2927	REFUNDING 2010 - NON CURRENT	40,718.00
02-2928	REFUNDING SERIES 2010-CURRENT	15,023.00
02-2929	RECLAMATION 2010 - NON CURRENT	0.00
02-2930	RECLAMATION 2010 - CURRENT	165,330.00
02-2931	GROUNDWATER 2009-NON CURRENT	302,845.00
02-2932	GROUNDWATER 2009 - CURRENT	20,846.00
02-2933	GROUNDWATER 2008 - NONCURRENT	0.00
02-2934	GROUNDWATER 2009 - CURRENT	0.00
02-2935	GROUNDWATER 2005-NONCURRENT	0.00
02-2936	GROUNDWATER 2005 - CURRENT	0.00
02-2937	GROUNDWATER 2012-NONCURRENT	868,538.00
02-2938	GROUNDWATER 2012-CURRENT	27,190.00
02-2939	2014 BOND (2005) ST	82,519.00
02-2940	2014 BOND (2005) LT	123,590.00
02-2941	2014 PREMIUM ,(2005)	18,159.00
02-2942	2014 BOND (2006) ST	49,554.00
02-2943	2014 BOND (2006) LT	527,462.00
02-2944	2014 PREMIUM (2006)	82,224.00
02-2945	2017 BACKHOE LOADER LT	71,077.00
02-2946	2017 BACKHOE LOADER ST	16,413.00
02-2950	DEFERRED OUTFLOW-PENSION	25,686.00
02-2999	PROFIT & LOSS	0.00
	TOTAL LIABILITIES	13,338,288.80
EQUITY		
=====		
02-3001	FUND BALANCE	3,045,164.79
02-3002	RESERVE-UTILITY SYSTEM IMPROV	0.00
02-3010	C.O. INTEREST	0.00
02-3012	TAN INTEREST	0.00
	TOTAL BEGINNING EQUITY	3,045,164.79

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
TOTAL REVENUE		4,951,360.98
TOTAL EXPENSES		4,385,376.53
TOTAL REVENUE OVER/(UNDER) EXPENSES		565,984.45
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,611,149.24
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		16,949,438.04

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

## 03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
03-1001	CASH IN BANK	873,847.12
03-1002	CASH IN BANK - DEBT SERVICE	0.00
03-1003	CASH IN BANK - CAPITAL RESERVE	0.00
03-1004	DUE FROM GENERAL FUND	0.00
03-1005	DUE FROM WASTEWATER	0.00
03-10059	UNBILLED REVENUE RECEIVABLE	98,852.45
03-1006	DUE FROM WWF- LAND PURCHASE	75,000.00
03-1007	DUE FROM INVESTMENTS-DEBT SERV	0.00
03-1008	DUE FROM INV.-CAPITAL RESERVE	119,470.60
03-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
03-1011	GARBAGE CHG. RECEIVABLE	115,087.20
03-1012	UNCOLLECTIBLE GARB.CHGS.	( 31,288.41)
03-1013	GRANT PROCEEDS RECEIVABLE	0.00
03-1014	LAND	143,957.00
03-1015	BUILDINGS	2,386,652.61
03-1019	AUTOMOTIVE & MISC.EQUIP.	4,858,192.77
03-1020	DUE FROM INVESTMENT FUND	0.00
03-1021	CAPITAL EQUIPMENT RESERVE	45,901.36
03-1022	POST CLOSURE RESERVE	625,175.77
03-1023	ENVIROMENTAL OPER CENTER RES	0.00
03-1024	RESERVE FOR TAN I&S	0.00
03-1027	05 TAN ISSUANCE COSTS	0.00
03-1028	ACCUM. AMORT-ISSUANCE COSTS	( 0.27)
03-1030	CIP - NEW LANDFILL CELL #4	( 0.45)
03-1050	ACCUMULATED DEPRECIATION	( 5,786,120.38)
03-1080	NET PENSION ASSET (LIABILITY)	( 17,173.00)
03-1081	DEFERRED OUTFLOW-PENSION CONTR	11,667.00
03-1082	DEFERRED OUTFLOW-PENSION INV	96,382.00
		3,615,603.37
TOTAL ASSETS		3,615,603.37

## LIABILITIES

03-2010	DUE TO/FROM GENERAL FUND	0.00
03-2013		0.00
03-2020	DUE TO/FROM WASTE WATER	0.00
03-2021	POSTCLOSURE RESERVE	0.00
03-2022	DUE TO RISK MGT & SAFETY	0.00
03-2030	CONTRIBUTED CAPITAL - SCALE	41,191.00
03-2040	TAN INTEREST EXPENSE	0.00
03-2041	BOND INTEREST EXPENSE	0.00
03-2042	LOSS ON EQUIPMENT	0.00
03-2044	CUR.PROV FOR COMP.ABSENCE	5,864.47
03-2045	PROV-COMPENSATED ABSENCE	20,789.84
03-2049	1992 C.O. DEBT NON-CURRENT	0.00
03-2050	N/P - CATEPILLAR (DOZER)	( 0.25)
03-2051	EST.LIAB.LANDFILL CLOSURE	520,411.09
03-2052	OUTSOURCE LEASE-MAD VAC S-T	0.00



## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2018

## 03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
03-2053	CATERPILLAR LEASE - S-T	0.15
03-2054	2005 TAX NOTE -CURRENT PORTION	0.00
03-2055	N/P CATERPILLAR (BULLDOZER)	( 0.31)
03-2056	TAN I&S INTEREST	0.00
03-2060	AFLAC PRE-TAX	0.00
03-2065	N/P KSB - GARBAGE TRUCK	0.00
03-2070	GROUP INS. PRE-TAX	0.00
03-2085	AFLAC PRE-TAX	0.00
03-2090	AFLAC POST TAX	0.00
03-2095	VISION INS. PAYABLE	0.00
03-2096	N/P-CATERPILLAR 930H - LT	0.00
03-2097	N/P - CATERPILLAR 930H - ST	23,714.00
03-2098	N/P CATERPILLAR (BACKHOE) ST	0.00
03-2160	ACCRUED PAYROLL LIABILITY	15,013.54
03-2165	N/P MACK TRUCK W/ SIDELOAD -LT	0.00
03-2166	N/P MACK TRUCK W/ SIDELOAD -ST	0.00
03-2901	CURRENT PORTION 92 C.O.'S	0.00
03-2902	CURRENT PORTION-1997 TAN	0.00
03-2903	OUTSOURCE LEASE- MAD VAC L-T	0.00
03-2904	CATERPILLAR LEASE - L-T	0.00
03-2905	2005 TAX NOTE (LT)	0.00
03-2906	ST-CATERPILLAR LOADER 2015	11,122.00
03-2907	LT - CATERPILLAR LOADER 2015	112,540.00
03-2908	ST-CATERPILLAR BULL DOZER 2015	39,436.00
03-2909	LT-CATERPILLAR BULL DOZER 2015	82,154.00
03-2910	TAX NOTE 2012 - LT	145,700.00
03-2911	TAX NOTE 2012 - ST	135,000.00
03-2912	2016 MACK DUMP TRUCK - LT	89,703.00
03-2913	2016 MACK DUMP TRUCK - ST	42,905.00
03-2950	DEFERRED INFLOW-PENSION	14,266.00
	TOTAL LIABILITIES	1,299,809.53
EQUITY		
03-3001	FUND BALANCE	2,029,666.33
03-3002	INVESTMENT IN PROPERTY	0.00
03-3003	UNRESERVED FUND BALANCE	0.00
03-3004	POSTCLOSURE RESERVE	107,228.18
03-3005	RESERVE ENVIROMENTAL OPER CNTR	0.00
03-3010	C.O. INTEREST	0.00
03-3012	TAN INTEREST	0.00
	TOTAL BEGINNING EQUITY	2,136,894.51
	TOTAL REVENUE	1,860,099.45
	TOTAL EXPENSES	1,681,200.12
	TOTAL REVENUE OVER/(UNDER) EXPENSES	178,899.33
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	2,315,793.84
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	3,615,603.37

## 18 -MUNICIPAL GOLF COURSE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<b>ASSETS</b>			
18-1001	CASH	( 7,138.78)	
18-1005	GOLF FEES RECEIVABLE	32,998.50	
18-1006	ALLOWANCE FOR BAD DEBTS	( 25,136.20)	
18-1020	LAND IMPROVEMENTS	79,362.32	
18-1021	EQUIPMENT	316,363.08	
18-1022	DEPRECIATION	( 165,019.00)	
18-1023	BUILDINGS & IMPROVEMENTS	12,143.00	
18-1028	SALES TAX RECEIVABLE	0.00	
18-1030	DUE TO/FROM WATER FUND	0.00	
18-1080	NET PENSION ASSET (LIABILITY)	( 4,625.00)	
18-1081	DEFERRED OUTFLOW-PENSION CONTR	3,142.00	
18-1082	DEFERRED OUTFLOW-PENSION INV.	25,956.00	
		268,045.92	
TOTAL ASSETS			268,045.92
<b>LIABILITIES</b>			
18-2010	DUE TO/FROM GENERAL FUND	0.00	
18-2013	NOTES PAYABLE-OUTSORCE/CURR.	0.00	
18-2014	SALES TAX PAYABLE	0.00	
18-2015	NOTE PAYABLE-WELL FARGO-CURREN	0.00	
18-2016	DUE TO RISK MGMT.	96,624.00	
18-2017	NOTES PAYABLE	0.00	
18-2018	NOTES PAYABLE - OUTSOURCE	0.00	
18-2044	COMP. ABSENCES - CURRENT	2,762.21	
18-2045	COMP. ABSENCES - LONG TERM	9,791.11	
18-2160	ACCRUED PAYROLL LIABILITY	3,880.96	
18-2902	RANGE BALL SERVER -ST PORTION	0.00	
18-2903	PNC GOLF CAR LEASE - LT	72,524.00	
18-2904	PNC GOLF CAR LEASE - ST	10,579.00	
18-2906	RANGE BALL SERVER- LT PORTION	12,216.00	
18-2907	TORO MOWER LT	44,792.00	
18-2950	DEFERRED INFLOW-PENSION	3,842.00	
	TOTAL LIABILITIES	257,011.28	
<b>EQUITY</b>			
18-3001	FUND BALANCE	13,638.74	
	TOTAL BEGINNING EQUITY	13,638.74	
	TOTAL REVENUE	229,050.43	
	TOTAL EXPENSES	231,654.53	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	( 2,604.10)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	11,034.64	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		268,045.92

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 15**

**SUBJECT: INVESTMENT REPORT**  
**SUBMITTED BY: Finance Director**  
**EXHIBITS: Quarterly Investment Reports**

### **SUMMARY STATEMENT**

Finance Director to report on the City's investments through the 4<sup>th</sup> quarter of FY 2017/2018.

### **COUNCIL ACTION**

No action is required.

### **CITY MANAGER'S MEMORANDUM**

Finance Director will provide report at City Council meeting.

Investment Report					September 2018				
2002-03	Interest	\$ 48,761.06	\$ 1,742,714.00	Avg. Balance					
2003-04	Interest	\$ 40,069.45	\$ 1,742,714.00	Avg. Balance					
2004-05	Interest	\$ 40,880.26	\$ 1,759,816.00	Avg. Balance					
2005-06	Interest	\$ 56,019.11	\$ 2,146,537.00	Avg. Balance					
2006-07	Interest	\$ 42,445.58	\$ 2,146,537.00	Avg. Balance					
2007	Interest	\$ 103,386.65	\$ 2,889,704.00	Avg. Balance					CHANGE FISCAL YEAR
2007-08	Interest	\$ 94,120.62	\$ 2,745,781.28	Avg. Balance					
2008-09	Interest	\$ 71,387.08	\$ 2,833,333.82	Avg. Balance					
2009-10	Interest	\$ 41,237.72	\$ 1,964,017.00	Avg. Balance					
2010-11	Interest	\$ 34,671.22	\$ 1,791,287.03	Avg. Balance					
2011-12	Interest	\$ 31,534.15	\$ 2,843,995.73	Avg. Balance					
2012-13	Interest	\$ 38,771.58	\$ 4,202,337.97	Avg. Balance					
2013-14	Interest	\$ 38,801.99	\$ 2,830,452.22	Avg. Balance					
2014-15	Interest	\$ 30,132.24	\$ 2,834,571.47	Avg. Balance					
2015-16	Interest	\$ 28,413.05	\$ 2,734,692.60	Avg. Balance					
2016-17	Interest	\$ 28,689.85	\$ 2,763,882.33	Avg. Balance					
2017-18	Interest	\$ 34,174.82	\$ 3,248,401.94	Avg. Balance					

An additional \$100,000 CD originally pledged against Water System Revenue Bonds is also held in the portfolio

The following investments are held by the various funds of the City of Lancaster:

Type Investment	ID#	Maturity	Beginning Book and Market Value	Ending Book and Market Value	Interest Rate	Annual Yield
Certificate of Deposit	23376	09/16/18	\$ 100,000.00	\$ 100,000.00	1.10%	1.11%
Certificate of Deposit	29433	11/28/18	\$ 100,000.00	\$ 100,000.00	1.10%	1.11%
Certificate of Deposit	29416	11/16/18	\$ 100,000.00	\$ 100,000.00	1.10%	1.11%
Certificate of Deposit	23792	12/15/18	\$ 100,000.00	\$ 100,000.00	1.10%	1.11%
Certificate of Deposit	28526	01/15/19	\$ 100,000.00	\$ 100,000.00	1.10%	1.11%
Certificate of Deposit	28550	08/15/18	\$ 300,000.00	\$ 300,000.00	0.85%	0.85%
Certificate of Deposit	28668	09/22/18	\$ 100,000.00	\$ 100,000.00	0.85%	0.85%
Certificate of Deposit	29216	04/19/18	\$ 100,000.00	\$ 100,000.00	1.10%	1.11%
Certificate of Deposit	28853	07/23/18	\$ 144,633.45	\$ 144,633.45	1.10%	1.11%
Certificate of Deposit	29432	05/28/18	\$ 240,000.00	\$ 240,000.00	0.85%	0.85%
Time Deposit	7051482		\$ 1,934,898.32	\$ 1,963,737.85		
(Certificates held in city vault)						
Total Investments			\$ 3,329,531.77	\$ 3,338,171.40		

Certificate of Deposit 23376 is owned by the Water Fund; all other Certificates and Time Deposits are pooled.  
Each fund's contribution to the investment pool is shown on the second page of this report.

Shawna D. Burscharr  
Investment Officer

Date

Placeres  
Receipt # Date Date

Berry Conde  
Treasurer

Date 10/11/18

Placeres Receipt #	Date	St/Depositing at	Market Value	Placed Value	Issue Date	Canceled
13843	11/28/18	PlaceresCapital Fund S	2,991,960.00	\$ 2,991,960.00	PNMA	03/05/15
14689	04/28/20	PlaceresCapital Fund S	1,952,120.00	\$ 1,952,120.00	FHLB	07/19/16
13822	08/01/19	PlaceresCapital Fund S	1,978,380.00	\$ 1,978,380.00	FHLB	07/27/15
Treasury Nt	10/31/21	PlaceresCapital Fund S	4,782,400.00	\$ 4,782,400.00	PNMA	03/01/18
Total			\$ 11,704,860.00	\$ 10,715,670.00		

Wayne Chapman  
Director of Finance

Date

10/11/18

CITY OF LAMESA - CONSOLIDATED SPECIAL FUNDS

FUND	CASH/CDs	GENERAL	CAPITAL PROJ	WATER FUND	WATER	WATER WELL &	WATER CAP.	WW TRMT Pmt	DEBT SERVICE	SWMF CAP.	SWMF POST.	MOTEL	RISK	FORFEITED
			CIP/LANDFILL	TAX NOTES	DEPOSITS	TOWER	EQ. RESERVE	RESERVE	TANK/VAC TRK	EQ. RESERVE	CLOS. RES.	TAX	MGMT	PROPERTY
OCT. 1	3,127,583.54	1,370,699.00	118,358.59	476.89	29,363.34	390,075.60	263,522.86	91,358.82	18,083.88	45,474.12	619,356.74	53,329.18	127,448.51	15.88
Deposit	12,900.00						12,900.00							
Withdrawal														
Water C.D.	90.42						90.42							
Mon. Int.	2,661.77	1,166.55	100.73	0.41	25.01	331.98	224.27	77.75	15.39	38.70	527.11	45.39	108.47	0.01
OCT. 1	3,143,235.73	1,371,865.55	118,459.32	477.30	29,408.35	390,407.58	276,737.55	91,436.57	18,099.27	45,512.82	619,883.85	53,374.57	127,556.98	15.89
NOV. 1	3,143,235.73	1,371,865.55	118,459.32	477.30	29,408.35	390,407.58	276,737.55	91,436.57	18,099.27	45,512.82	619,883.85	53,374.57	127,556.98	15.89
Deposit	25,800.00						25,800.00							
Withdrawal	0.00													
Water C.D.	93.42						93.42							
Mon. Int.	2,675.76	1,167.84	100.84	0.41	25.03	332.34	225.58	77.84	15.41	38.74	527.69	45.44	108.59	0.01
NOV. 1	3,171,804.91	1,373,033.39	118,560.16	477.70	29,433.38	390,739.92	302,866.55	91,514.41	18,114.68	45,551.57	620,411.54	53,420.00	127,665.56	15.91
DEC. 1	3,171,804.91	1,373,033.39	118,560.16	477.70	29,433.38	390,739.92	302,866.55	91,514.41	18,114.68	45,551.57	620,411.54	53,420.00	127,665.56	15.91
Deposit	12,900.00						12,900.00							
Withdrawal	0.00													
Water C.D.	90.41						90.41							
Mon. Int.	2,705.02	1,170.97	101.11	0.41	25.10	333.24	258.29	78.05	15.45	38.85	529.11	45.56	108.68	0.01
DEC. 1	3,187,500.34	1,374,204.35	118,661.27	478.11	29,458.48	391,073.16	316,115.26	91,592.46	18,130.13	45,590.41	620,940.65	53,465.56	127,774.44	15.92
JAN. 1	3,187,500.34	1,374,204.35	118,661.27	478.11	29,458.48	391,073.16	316,115.26	91,592.46	18,130.13	45,590.41	620,940.65	53,465.56	127,774.44	15.92
Deposit	0.00													
Withdrawal	0.00													
Water C.D.	93.43						93.43							
Mon. Int.	2,746.88	1,184.24	102.26	0.41	25.39	337.01	272.42	78.93	15.62	39.29	535.11	46.07	110.11	0.01
JAN. 1	3,190,340.65	1,375,388.60	118,763.53	478.52	29,483.87	391,410.17	316,481.11	91,671.39	18,145.75	45,629.70	621,475.76	53,511.64	127,884.55	15.93
FEB. 1	3,190,340.65	1,375,388.60	118,763.53	478.52	29,483.87	391,410.17	316,481.11	91,671.39	18,145.75	45,629.70	621,475.76	53,511.64	127,884.55	15.93
Deposit	12,900.00						12,900.00							
Withdrawal	0.00													
Water C.D.	93.42						93.42							

Mon. Int.	2,593.71	1,118.18	96.55	0.39	23.97	318.21	257.30	74.53	14.75	37.10	505.25	43.50	103.97	0.01
<b>FEB. 1</b>	<b>3,205,927.78</b>	<b>1,376,506.77</b>	<b>118,860.09</b>	<b>478.91</b>	<b>29,507.84</b>	<b>391,728.38</b>	<b>329,731.82</b>	<b>91,745.92</b>	<b>18,160.50</b>	<b>45,668.80</b>	<b>621,981.01</b>	<b>53,555.14</b>	<b>127,988.52</b>	<b>15.95</b>
<b>MAR. 1</b>	<b>3,205,927.78</b>	<b>1,376,506.77</b>	<b>118,860.09</b>	<b>478.91</b>	<b>29,507.84</b>	<b>391,728.38</b>	<b>329,731.82</b>	<b>91,745.92</b>	<b>18,160.50</b>	<b>45,668.80</b>	<b>621,981.01</b>	<b>53,555.14</b>	<b>127,988.52</b>	<b>15.95</b>
Deposit	25,800.00													
Withdrawal	0.00													
Water C.D.	84.38													
Mon. Int.	2,573.60	1,147.94	99.12	0.40	24.61	326.88	274.98	76.51	15.15	38.08	518.70	44.66	106.74	0.01
<b>MAR. 1</b>	<b>3,234,486.76</b>	<b>1,377,654.72</b>	<b>118,959.21</b>	<b>479.31</b>	<b>29,532.45</b>	<b>392,055.07</b>	<b>355,891.18</b>	<b>91,822.43</b>	<b>18,175.65</b>	<b>45,704.88</b>	<b>622,499.71</b>	<b>53,599.80</b>	<b>128,095.26</b>	<b>15.96</b>
FUND AND ACCT NOS.	16-1001	16-2010	16-2020	16-2017	16-2011	16-2029	16-2019	16-2021	16-2027	16-2018	16-2015	16-2014	16-2016	16-2030
	01-1020	03-1008	03-42201	02-1030	02-1003	02-1037	02-1004	02-1008	02-1036	03-1021	03-1022	12-1020	21-1020	24-1020
FUND	CASH	GENERAL	CIP/LANDFILL	WATER/TAX NOTE	WATER	LATER WELL/TOWNE	MAT. EQ. RES.	WW Trmt Plant	EBT/TANK/VAC	TFSWME EQ RES.	SWM/F PC RES	MOTEL TAX	RISK MGT.	FTD. PROP.
<b>APRIL 1</b>	<b>3,234,486.76</b>	<b>1,377,654.72</b>	<b>118,959.21</b>	<b>479.31</b>	<b>29,532.45</b>	<b>392,055.07</b>	<b>355,891.18</b>	<b>91,822.43</b>	<b>18,175.65</b>	<b>45,704.88</b>	<b>622,499.71</b>	<b>53,599.80</b>	<b>128,095.26</b>	<b>15.96</b>
Deposit	41,809.37													
Withdrawal	0.00													
Water C.D.	93.42													
Mon. Int.	2,748.65	1,170.72	101.09	0.41	25.10	333.17	302.43	78.03	15.45	38.84	529.00	45.55	108.85	0.01
<b>APRIL 1</b>	<b>3,279,137.20</b>	<b>1,378,825.44</b>	<b>119,060.30</b>	<b>479.72</b>	<b>29,557.54</b>	<b>392,388.24</b>	<b>369,187.04</b>	<b>91,900.46</b>	<b>18,191.09</b>	<b>45,743.72</b>	<b>623,028.71</b>	<b>53,645.35</b>	<b>157,113.48</b>	<b>15.97</b>
<b>MAY 1</b>	<b>3,279,137.20</b>	<b>1,378,825.44</b>	<b>119,060.30</b>	<b>479.72</b>	<b>29,557.54</b>	<b>392,388.24</b>	<b>369,187.04</b>	<b>91,900.46</b>	<b>18,191.09</b>	<b>45,743.72</b>	<b>623,028.71</b>	<b>53,645.35</b>	<b>157,113.48</b>	<b>15.97</b>
Deposit	3.56													
Withdrawal	0.00													
Water C.D.	90.41													
Mon. Int.	2,797.93	1,176.49	101.59	0.41	25.22	334.81	315.01	78.41	15.52	39.03	531.80	45.77	134.06	0.01
<b>MAY 1</b>	<b>3,282,029.10</b>	<b>1,380,001.93</b>	<b>119,161.89</b>	<b>480.13</b>	<b>29,582.76</b>	<b>392,723.04</b>	<b>369,582.46</b>	<b>91,978.87</b>	<b>18,206.62</b>	<b>45,782.75</b>	<b>623,560.31</b>	<b>53,691.12</b>	<b>157,251.10</b>	<b>15.99</b>
<b>JUNE 1</b>	<b>3,282,029.10</b>	<b>1,380,001.93</b>	<b>119,161.89</b>	<b>480.13</b>	<b>29,582.76</b>	<b>392,723.04</b>	<b>369,582.46</b>	<b>91,978.87</b>	<b>18,206.62</b>	<b>45,782.75</b>	<b>623,560.31</b>	<b>53,691.12</b>	<b>157,251.10</b>	<b>15.99</b>
Deposit	12,900.00													
Withdrawal	0.00													
Water C.D.	93.42													
Mon. Int.	2,789.94	1,173.09	101.30	0.41	25.15	333.84	314.18	78.19	15.48	38.92	530.07	45.64	133.67	0.01
<b>JUNE 1</b>	<b>3,297,812.46</b>	<b>1,381,175.02</b>	<b>119,263.18</b>	<b>480.53</b>	<b>29,607.91</b>	<b>393,056.88</b>	<b>382,900.06</b>	<b>92,057.06</b>	<b>18,222.09</b>	<b>45,821.67</b>	<b>624,090.38</b>	<b>53,736.77</b>	<b>157,384.77</b>	<b>16.00</b>
<b>JULY 1</b>	<b>3,297,812.46</b>	<b>1,381,175.02</b>	<b>119,263.18</b>	<b>480.53</b>	<b>29,607.91</b>	<b>393,056.88</b>	<b>382,900.06</b>	<b>92,057.06</b>	<b>18,222.09</b>	<b>45,821.67</b>	<b>624,090.38</b>	<b>53,736.77</b>	<b>157,384.77</b>	<b>16.00</b>

[illegible]



The Lamesa National Bank

P.O. Drawer 301 Lamesa, Texas 79331

806 872-5457

Member FDIC

028 00001 01

ACCOUNT:

PAGE: 1  
7057482 09/30/2018

H

LAMESA CONSOLIDATED SP FUNDS

101

\* HOLD STATEMENT \*

THANK YOU FOR CHOOSING THE  
LAMESA NATIONAL BANK  
TO SERVE YOUR BANKING NEEDS!

ST & POL SAVINGS ACCOUNT 7057482

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			08/31/18	1934,898.32
MISCELLANEOUS CREDIT		12,900.00	09/05/18	1947,798.32
INTEREST FROM ST & POL ) 100M C.O.D. 23792		93.42	09/17/18	1947,891.74
INTEREST FROM ST & POL ) 100M C.O.D. 28416		93.42	09/17/18	1947,985.16
INTEREST FROM ST & POL ) 100M C.O.D. 28526		93.42	09/17/18	1948,078.58
INTEREST FROM ST & POL ) 100M C.O.D. 923376		93.42	09/17/18	1948,172.00
INTEREST FROM ST & POL ) 100M C.O.D. 28550		280.27	09/17/18	1948,452.27
INTEREST FROM ST & POL ) 100M C.O.D. 29216		93.43	09/19/18	1948,545.70
INTEREST FROM ST & POL ) 100M C.O.D. 28668		72.19	09/24/18	1948,617.89
INTEREST FROM ST & POL ) 100M C.O.D. 28853		184.26	09/24/18	1948,802.15
MISCELLANEOUS CREDIT		12,900.00	09/26/18	1961,702.15
INTEREST FROM ST & POL ) 100M C.O.D. 29433		93.42	09/28/18	1961,795.57
INTEREST FROM ST & POL ) 100M C.O.D. 29432		180.48	09/28/18	1961,976.05
INTEREST		1,761.80	09/30/18	1963,737.85
BALANCE THIS STATEMENT .....			09/30/18	1963,737.85
TOTAL CREDITS (13)	28,839.53			
TOTAL DEBITS (0)	.00			

\* \* \* C O N T I N U E D \* \* \*





The Lamesa National Bank

P.O. Drawer 301 Lamesa, Texas 79331  
806 872-5457 Member FDIC

028 00001 01  
ACCOUNT:

PAGE: 2  
7057482 09/30/2018

LAMESA CONSOLIDATED SP FUNDS

ST & POL SAVINGS ACCOUNT 7057482

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	1,948,658.09	INTEREST EARNED:	1,761.80
INTEREST PAID THIS PERIOD:	1,761.80	DAYS IN PERIOD:	30
INTEREST PAID 2018:	15,399.69	ANNUAL PERCENTAGE YIELD EARNED:	1.11%

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 16**

**SUBJECT: CITY STAFF REPORTS**  
**SUBMITTED BY: City Staff**  
**EXHIBITS: Reports**

## **SUMMARY STATEMENT**

- a. **POLICE CHIEF REPORT:** Police chief to report on the city's recent events:
- b. **FIRE CHIEF REPORT:** Fire Chief to report on the city's recent events:
- c. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events:

## **COUNCIL ACTION**

No City Council action required.

## **CITY MANAGER'S MEMORANDUM**

City Staff will provide reports at City Council meeting.

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 17**

---

**SUBJECT: CITY MANAGERS REPORT**  
**SUBMITTED BY: City Manager**

### **SUMMARY STATEMENT**

City Manager to report on current activities and answered questions from the City Council.

### **COUNCIL ACTION**

No City Council action required.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 18**

---

**SUBJECT: MAYORS REPORT**  
**SUBMITTED BY: Mayor**

## **SUMMARY STATEMENT**

City Mayor to report on future plans and goals.

## **COUNCIL ACTION**

No City Council action required.

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 16, 2018**

**AGENDA ITEM: 19**

---

**ADJOURNMENT:** Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **November 20, 2018**, at 5:30 P.M."