



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, SEPTEMBER 18, 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 meetings held on September 11th, 2018.
 - b. **BILLS FOR AUGUST 2018:** Approval of the bills paid by the City of Lamesa for the month of August 2018.
4. **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. (*City Manager and Fire Chief*)
5. **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. (*City Manager and Streets and Sanitation Director*)
6. **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. (*City Manager*)
7. **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. (*City Manager*)

- 8. 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. (*City Manager*)
- 9. 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). (*Cris Norris and City Manager*)
- 10. PUBLIC HEARING ON REQUEST FOR ZONE CHANGE – 11.2 ACRES BETWEEN AVE Q. & AVE R. AND NORTH 11TH:** Public hearing regarding a zone change for the following property:
11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9TH AND NORTH 11TH 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 9TH AND NORTH 11TH 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*)
- 11. REQUEST FOR ZONE CHANGE 11.2 ACRES BETWEEN AVE Q. AND AVE R. AND NORTH 11TH:** 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 9TH AND NORTH 11TH 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 9TH AND NORTH 11TH 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*)
- 12. AWARD PROPOSALS / QUALIFICATIONS FOR BOND COUNSEL (USDA GRANT):** City Council to consider awarding proposals for Qualification for Bond Counsel for the USDA. (*City Manager*)

- 13. 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. (*City Manager and Streets and Sanitation Director*)
- 14. 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*)
- 15. UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events.
- 16. FINANCIAL REPORT:** Finance Director to report on the city's finances.
- 17. CITY MANAGER REPORT:** City Manager to report on current activities and answer questions from City Council.
- 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 October 16, 2018 at 5:30 P.M.*




Open Meetings Information



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., September 14th, 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: SEPTEMBER 18, 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 A. BRIENO	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: SEPTEMBER 18, 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 11, 2018.
- b. **BILLS FOR AUGUST 2018:** Approval of the bills paid by the City of Lamesa for the month of August 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 11, 2018

On this the 11th 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~~4~~ 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
(ABSENT) JASON MORENO	COUNCIL MEMBER – DISTRICT 4
BOBBY G. GONZALES	COUNCIL MEMBER – DISTRICT 5
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:

Gloria Ramirez	Lydia Aguilar	Mario Ortiz	Billy Volger	Gary Perez
Rugelio Vela III	Robin Wiley	Ernest Ojeda	Arlene Jimenez	
Steve Alexander	Josh Reyes	Bob Thomas	Joe Rodriguez	
Scott Leonard	Frank Rodriguez	Lucy Reyes	Robert Ramirez	
Irma Ramirez	Garrett Wheeler	Trevor Dubree	Benjamin Rendon	
Richard Reyes	Jason Wiley	Emilio Sanchez	Gilbert Ramos Sr	

INVOCATION: Josh Stevens

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, 2018.

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

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

BUDGET AMENDMENT #8: City Council to consider amending Ordinance O-20-17 on Second reading with respect to October 1, 2017 fiscal year budget.

Motion by Council Member Gonzales to consider amending Ordinance No..O-20-17 on First reading with respect to October 1, 2017 fiscal year budget. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

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

AD VALOREM TAX RATE – 2018 (DEBT SERVICE TAX RATE): Consider establishing an ad valorem tax rate for Fiscal Year 2018-2019 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of \$0.029558 per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.47 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY 11.36 {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."

Motion by Council Member Gonzales must be stated as; **"I MOVE THAT THE CITY ESTABLISH THE AD VALOREM TAX RATE WHICH WILL RAISE THE AMOUNT OF REVENUE REQUIRED TO PAY DEBT SERVICE AT A RATE OF \$0.029558 PER HUNDRED DOLLARS ASSESSED VALUATION FOR FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019."**

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	<u>✓</u>	<u> </u>	<u> </u>
Brant Stewart (ABSENT)	<u>✓</u>	<u> </u>	<u> </u>
Marie A. Briseno	<u>✓</u>	<u> </u>	<u> </u>
Rick Moreno	<u>✓</u>	<u> </u>	<u> </u>
JASON MORENO (Absent)	<u> </u>	<u> </u>	<u> </u>
Bobby Gonzales	<u>✓</u>	<u> </u>	<u> </u>
Douglas Morris	<u> </u>	<u>✓</u>	<u> </u>

VOTING: "AYE" 5 "NAY" 1 "ABSTAIN"

VALOREM TAX RATE – 2018 (MAINTENANCE AND OPERATION TAX RATE):

Consider establishing an ad valorem tax rate for Fiscal Year 2018-2019 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of **\$0.800442** for Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.47 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY 11.36 {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."

Motion by Council Member Stewart must be stated as; **"I MOVE THAT THE CITY ESTABLISH THE AD VALOREM TAX RATE WHICH WILL RAISE THE AMOUNT OF REVENUE REQUIRED TO FUND MAINTENANCE AND OPERATION EXPENDITURES AT A RATE OF \$0.800442 PER HUNDRED DOLLARS ASSESSED VALUATION FOR FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019."**

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE." Motion seconded by Council Member Rick Moreno and upon being put to a vote the motion passed.

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	✓	_____	_____
Brant Stewart (ABSENT)	✓	_____	_____
Marie A. Briseno	✓	_____	_____
Rick Moreno	✓	_____	_____
JASON MORENO	_____	_____	_____
BOBBY GONZALES	✓	_____	_____
Douglas Morris	_____	✓	_____

VOTING: "AYE" 5 "NAY" 1 "ABSTAIN"

AD VALOREM TAX RATE – 2018: Consider establishing an ad valorem tax rate for Fiscal Year 2017-2018 by passing on first reading an ordinance establishing the ad valorem tax rate of **\$0.800442** per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.47 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$11.36 {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."

Motion by Council Member Gonzales must be stated as; **"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.830000, WHICH IS EFFECTIVELY A 7.56 PERCENT INCREASE IN THE TAX RATE.**

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE." Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brant Stewart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie A. Briseno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JASON MORENO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOBBY GONZALES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Douglas Morris	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AUTHORIZE WARRANTS - GENERAL OPERATIONS: Consider passing resolution authorizing the issuance of interest bearing warrants, payable from the anticipated collections of the current fiscal year, not to exceed five hundred thousand dollars (\$500,000.00), to be used where funds are necessary and needed to meet current expenses of the city for the current fiscal year.

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

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.

No Action taken moved to September 18, 2018 Agenda

AMENDMENT TO 2016 CDBG MANAGEMENT SERVICES AGREEMENT: City Council to consider amending the Management Services Agreement with A & J. Howco Services, Inc. to increase the compensation to include a maximum amount of compensation not exceed \$35,750.

Motion by Council Member Gonzales to consider amending the Management Services Agreement with A & J. Howco Services, Inc. to increase the compensation to include a maximum amount of compensation not exceed \$35,750. Motion seconded by Council Member Briseno and upon being put to a vote the motion passed.

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

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 September 18, 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 11, 2018.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

9-13-2018 4:35 PM

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

PAGE: 1

FUND : 01 -GENERAL FUND

PERIOD TO USE: Aug-2018 THRU Aug-2018

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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1001				CASH IN BANK					
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B E G I N N I N G B A L A N C E

8/01/18	8/01	A12474	CHK: 196464	14624 DAWSON CO. LIBRARY	1611			630.00CR	630.00CR
8/01/18	8/01	A12475	CHK: 196465	14624 HENRY NORRIS AGENCY, . IN	3190			1,041.66CR	1,671.66CR
8/01/18	8/01	A12476	CHK: 196466	14624 SOUTH PLAINS PUBLIC HEAL	3730			2,455.22CR	4,126.88CR
8/01/18	8/01	A12477	CHK: 196467	14624 VOLUNTEER FIRE DEPARTMEN	4090			400.00CR	4,526.88CR
8/01/18	8/01	A12478	CHK: 196468	14624 DUYCK LARRY	5777			200.00CR	4,726.88CR
8/01/18	8/01	A12479	CHK: 196469	14624 DALE ALWAN	5983			200.00CR	4,926.88CR
8/01/18	8/01	A12480	CHK: 196470	14624 BOB THOMAS	5984			200.00CR	5,126.88CR
8/01/18	8/01	A12481	CHK: 196471	14624 JASON WILEY	6025			200.00CR	5,326.88CR
8/01/18	8/01	A12482	CHK: 196472	14624 MICKEY FLANAGAN	6333			200.00CR	5,526.88CR
8/01/18	8/01	A12483	CHK: 196473	14624 CORBIN SAENZ	6350			200.00CR	5,726.88CR
8/01/18	8/01	A12484	CHK: 196474	14624 STEVE ALEXANDER	6356			200.00CR	5,926.88CR
8/01/18	8/01	A12485	CHK: 196475	14624 JEROMY DAWSON	6457			200.00CR	6,126.88CR
8/01/18	8/01	A12486	CHK: 196476	14624 ERNESTO ENRIQUEZ	6532			200.00CR	6,326.88CR
8/01/18	8/01	A12487	CHK: 196477	14624 MARK DAILY	6533			200.00CR	6,526.88CR
8/01/18	8/01	A12488	CHK: 196478	14624 FRANCISCO VARGAS SANCHEZ	6549			200.00CR	6,726.88CR
8/01/18	8/01	A12489	CHK: 196479	14624 ASHTIN SUFIENTES	6564			200.00CR	6,926.88CR
8/01/18	8/01	A12490	CHK: 196480	14624 ALEJANDRO ESPARZA	6568			200.00CR	7,126.88CR
8/02/18	8/02	A12517	CHK: 196481	14634 POSTMASTER	3390			1,500.00CR	8,626.88CR
8/02/18	8/02	A12518	CHK: 196482	14629 ADVANCED ANALYSIS, INC	1022			220.00CR	8,846.88CR
8/02/18	8/02	A12519	CHK: 196483	14629 BROCK VETERINARY CLINIC,	1302			100.00CR	8,946.88CR
8/02/18	8/02	A12520	CHK: 196484	14629 LAMESA PRESS REPORTER	2590			44.00CR	8,990.88CR
8/02/18	8/02	A12521	CHK: 196485	14629 MIDWEST RADAR & EQUIPMEN	3030			105.00CR	9,095.88CR
8/02/18	8/02	A12522	CHK: 196486	14629 PAYTON PLUMBING INC	3286			283.77CR	9,379.65CR
8/02/18	8/02	A12523	CHK: 196487	14629 RICK'S BODY & PAINT	3507			265.00CR	9,644.65CR
8/02/18	8/02	A12524	CHK: 196488	14629 K W SHARP INC	3703			938.74CR	10,583.39CR
8/02/18	8/02	A12525	CHK: 196489	14629 SOUTH PLAINS COMMUNICATI	3729			948.00CR	11,531.39CR
8/02/18	8/02	A12526	CHK: 196490	14629 STANDARD INSURANCE CO	3782			1,035.52CR	12,566.91CR
8/02/18	8/02	A12527	CHK: 196491	14629 WINDSTREAM COMMUNICATION	4460			591.11CR	13,158.02CR
8/02/18	8/02	A12528	CHK: 196492	14629 AMERICAN EXPRESS	4880			7,782.80CR	20,940.82CR
8/02/18	8/02	A12532	CHK: 196496	14629 MANDRY TECHNOLOGY SOLUTI	5160			44,351.01CR	65,291.83CR
8/02/18	8/02	A12533	CHK: 196497	14629 SPIKE DYKES	5651			1,768.60CR	67,060.43CR
8/02/18	8/02	A12534	CHK: 196498	14629 ROADMASTER DIESEL SERVIC	5728			389.46CR	67,449.89CR
8/02/18	8/02	A12535	CHK: 196499	14629 UTILITY SERVICE CO., INC	5824			43,601.68CR	111,051.57CR
8/02/18	8/02	A12536	CHK: 196500	14629 FRANKLIN & SON, INC.	5840			4,078.58CR	115,130.15CR
8/02/18	8/02	A12538	CHK: 196502	14629 MAIL FINANCE	5892			339.09CR	115,469.24CR
8/02/18	8/02	A12539	CHK: 196503	14629 PNC EQUIPMENT FINANCE,LL	5960			584.29CR	116,053.53CR
8/02/18	8/02	A12540	CHK: 196504	14629 TEXAS A&M FOREST SERVICE	6058			1,411.00CR	117,464.53CR
8/02/18	8/02	A12541	CHK: 196505	14629 AQUA-REC, INC.	6172			582.00CR	118,046.53CR
8/02/18	8/02	A12542	CHK: 196506	14629 AVEN HERNANDEZ	6456			450.00CR	118,496.53CR
8/02/18	8/02	A12543	CHK: 196507	14629 TEXAS PRIMA	6552			75.00CR	118,571.53CR
8/02/18	8/02	A12544	CHK: 196508	14629 ETC LITE, LLC	6633			210.00CR	118,781.53CR
8/02/18	8/02	A12545	CHK: 196509	14629 ALERE ESCREEN	6656			8.00CR	118,789.53CR
8/02/18	8/02	A12563	CHK: 196519	14637 ANGELICA CAMPOS	1			125.00CR	118,914.53CR

9-13-2018 4:35 PM		D E T A I L L I S T I N G				PAGE: 2	
FUND : 01 -GENERAL FUND						PERIOD TO USE: Aug-2018 THRU Aug-2018	
DEPT : N/A						ACCOUNTS: 1001 THRU 1001	
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE =====AMOUNT=====BALANCE=====
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8/02/18	8/02	A12564	CHK: 196520	14637 VANESSA MOJICA	1		220.50CR 119,135.03CR
8/02/18	8/02	A12565	CHK: 196521	14637 IRIS MARROQUIN	1		125.00CR 119,260.03CR
8/02/18	8/02	A12566	CHK: 196522	14637 ALPHONSO GOMEZ	1		275.00CR 119,535.03CR
8/02/18	8/02	A12567	CHK: 196523	14637 CONSOLIDATED SPECIAL FUN	1517		12,900.00CR 132,435.03CR
8/02/18	8/02	A12568	CHK: 196524	14637 DIMAS, VICTOR	5749		149.99CR 132,585.02CR
8/02/18	8/02	A12569	CHK: 196510	14641 ADVANCED ANALYSIS, INC	1022		705.00CR 133,290.02CR
8/02/18	8/02	A12570	CHK: 196511	14641 LAMESA TIRE & BATTERY	2645		730.00CR 134,020.02CR
8/02/18	8/02	A12571	CHK: 196512	14641 NIX IMPLEMENTCO., INC.	3180		194.20CR 134,214.22CR
8/02/18	8/02	A12572	CHK: 196513	14641 WASTE SYSTEMS	4124		306.26CR 134,520.48CR
8/02/18	8/02	A12573	CHK: 196514	14641 WATERMASTER IRRIGATION	4129		242.26CR 134,762.74CR
8/02/18	8/02	A12574	CHK: 196515	14641 R CERVANTES BODY SHOP	5040		265.00CR 135,027.74CR
8/02/18	8/02	A12575	CHK: 196516	14641 MANDRY TECHNOLOGY SOLUTI	5160		3,830.00CR 138,857.74CR
8/02/18	8/02	A12576	CHK: 196517	14641 SMITH FANS INC,	6248		6,250.00CR 145,107.74CR
8/02/18	8/02	A12577	CHK: 196518	14641 MARINE AUTO TRUCK ELECTR	6489		327.50CR 145,435.24CR
8/03/18	8/15	B59863	Misc 000001	09583 METER POSTAGE		JE# 024134	500.00CR 145,935.24CR
8/07/18	8/07	A12721	CHK: 196540	14664 ADVANCED ANALYSIS, INC	1022		575.00CR 146,510.24CR
8/07/18	8/07	A12722	CHK: 196541	14664 B & J WELDING SUPPLY	1180		175.25CR 146,685.49CR
8/07/18	8/07	A12723	CHK: 196542	14664 DPC INDUSTRIES INC	1570		1,457.20CR 148,142.69CR
8/07/18	8/07	A12724	CHK: 196543	14664 DACO	1580		1,843.05CR 149,985.74CR
8/07/18	8/07	A12725	CHK: 196544	14664 FARMERS MACHINE SHOP	1800		782.20CR 150,767.94CR
8/07/18	8/07	A12726	CHK: 196545	14664 LAMESA PRESS REPORTER	2590		1,014.90CR 151,782.84CR
8/07/18	8/07	A12727	CHK: 196546	14664 LEATHERWOOD PLUMBING	2683		5,561.60CR 157,344.44CR
8/07/18	8/07	A12728	CHK: 196547	14664 LYNTEGAR ELECTRIC COOPER	2728		255.15CR 157,599.59CR
8/07/18	8/07	A12729	CHK: 196548	14664 MORRISON SUPPLY CO	3085		8,100.00CR 165,699.59CR
8/07/18	8/07	A12730	CHK: 196549	14664 PARKHILL, SMITH & COOPER,	3263		2,605.77CR 168,305.36CR
8/07/18	8/07	A12731	CHK: 196550	14664 K W SHARP INC	3703		6,500.00CR 174,805.36CR
8/07/18	8/07	A12732	CHK: 196551	14664 UNIFIRST HOLDINGS, INC	4079		38.70CR 174,844.06CR
8/07/18	8/07	A12733	CHK: 196552	14664 WASTE SYSTEMS	4124		233.29CR 175,077.35CR
8/07/18	8/07	A12734	CHK: 196553	14664 WHITE'S 7 TIL 11	4185		81.10CR 175,158.45CR
8/07/18	8/07	A12735	CHK: 196554	14664 WESTERN INDUSTRIAL SUPPL	4240		1,130.50CR 176,288.95CR
8/07/18	8/07	A12736	CHK: 196555	14664 SALAZAR JANITORIAL SERVI	4610		900.00CR 177,188.95CR
8/07/18	8/07	A12737	CHK: 196556	14664 PORTS-TO-PLAINS ALLIANCE	4910		250.00CR 177,438.95CR
8/07/18	8/07	A12738	CHK: 196557	14664 LUBBOCK TRUCK SALES, INC	5085		79.44CR 177,518.39CR
8/07/18	8/07	A12739	CHK: 196558	14664 USABUEBOOK	5100		1,116.08CR 178,634.47CR
8/07/18	8/07	A12740	CHK: 196559	14664 TASCOSA OFFICE MACHINES	5115		1,444.10CR 180,078.57CR
8/07/18	8/07	A12742	CHK: 196561	14664 LOWER COLORADO RIVER AUT	5145		224.68CR 180,303.25CR
8/07/18	8/07	A12743	CHK: 196562	14664 NORTHERN SAFETY CO., INC	5475		196.47CR 180,499.72CR
8/07/18	8/07	A12744	CHK: 196563	14664 ANGEL ACOSTA'S CONCRETE	5640		17,360.00CR 197,859.72CR
8/07/18	8/07	A12745	CHK: 196564	14664 GREAT AMERICA FINANCIAL	5734		195.60CR 198,055.32CR
8/07/18	8/07	A12746	CHK: 196565	14664 FRANKLIN & SON, INC.	5840		19.50CR 198,074.82CR
8/07/18	8/07	A12747	CHK: 196566	14664 CITY OF ABILENE, TEXAS	5953		155.00CR 198,229.82CR
8/07/18	8/07	A12748	CHK: 196567	14664 NORTH CEDAR OUTLET	5974		240.00CR 198,469.82CR
8/07/18	8/07	A12749	CHK: 196568	14664 JOHN'S GARAGE	6090		242.21CR 198,712.03CR
8/07/18	8/07	A12750	CHK: 196569	14664 SIERRA SPRINGS	6114		165.06CR 198,877.09CR
8/07/18	8/07	A12751	CHK: 196570	14664 DAVID HUCKERT	6182		200.00CR 199,077.09CR
8/07/18	8/07	A12752	CHK: 196571	14664 IMPERATIVE INFORMATION G	6224		954.00CR 200,031.09CR
8/07/18	8/07	A12753	CHK: 196572	14664 DAVIS CHIROPRACTIC	6300		230.00CR 200,261.09CR

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

PAGE: 3

FUND : 01 -GENERAL FUND

PERIOD TO USE: Aug-2018 THRU Aug-2018

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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1001 CASH IN BANK

* (CONTINUED) *

8/07/18	8/07	A12754	CHK: 196573	14664	DUININCK, INC.	6432			1,618.50CR	201,879.59CR
8/07/18	8/07	A12755	CHK: 196574	14664	JOHNNY SHOOK	6449			201.00CR	202,080.59CR
8/07/18	8/07	A12756	CHK: 196575	14664	SECURE VISION OF AMERICA	6488			3,011.40CR	205,091.99CR
8/07/18	8/07	A12757	CHK: 196576	14664	QUEST DIAGNOSTICS	6490			271.00CR	205,362.99CR
8/07/18	8/07	A12758	CHK: 196577	14664	BUSINESS & LEGAL RESOURC	6642			279.00CR	205,641.99CR
8/07/18	8/07	A12759	CHK: 196578	14664	CRAFPO INC	6655			16,537.50CR	222,179.49CR
8/07/18	8/07	A12760	CHK: 196579	14664	NUTRIEN AG SOLUTIONS, IN	6659			628.14CR	222,807.63CR
8/07/18	8/07	A12761	CHK: 196536	14662	ROBERT RAMIREZ	5370			68.24CR	222,875.87CR
8/07/18	8/07	A12762	CHK: 196537	14662	GILBERT RAMOS	6108			14.05CR	222,889.92CR
8/07/18	8/07	A12763	CHK: 196538	14662	ASHTIN SUFIENTES	6564			12.00CR	222,901.92CR
8/07/18	8/07	A12764	CHK: 196539	14662	JOSE LUCIO	6658			12.00CR	222,913.92CR
8/07/18	8/07	A12765	CHK: 000000	14658	INTERNAL REVENUE SERVICE	5832			31,216.79CR	254,130.71CR
8/07/18	8/07	A12766	CHK: 196525	14658	CAPROCK FEDERAL CREDIT U	1390			17,689.93CR	271,820.64CR
8/07/18	8/07	A12767	CHK: 196526	14658	PAYROLL FUND	3270			72,593.98CR	344,414.62CR
8/07/18	8/07	A12768	CHK: 196527	14658	TX CHILD SUPPORT SDU	5634			211.38CR	344,626.00CR
8/07/18	8/07	A12769	CHK: 196528	14658	TEXAS CHILD SUPPORT DISB	5811			184.62CR	344,810.62CR
8/07/18	8/07	A12770	CHK: 196529	14658	TX CHILD SUPPORT SDU	5829			115.38CR	344,926.00CR
8/07/18	8/07	A12771	CHK: 196530	14658	TEXAS CHILD SUPPORT DISB	5859			500.90CR	345,426.90CR
8/07/18	8/07	A12772	CHK: 196531	14658	TX CHILD SUPPORT SDU	5882			276.92CR	345,703.82CR
8/07/18	8/07	A12773	CHK: 196532	14658	JAE FITNESS	6023			129.43CR	345,833.25CR
8/07/18	8/07	A12774	CHK: 196533	14658	TEXAS CHILD SUPPORT DISB	6566			207.69CR	346,040.94CR
8/07/18	8/07	A12775	CHK: 196534	14658	TEXAS CHILD SUPPORT DISB	6589			269.08CR	346,310.02CR
8/07/18	8/07	A12776	CHK: 196535	14658	TEXAS CHILD SUPPORT DISB	6590			228.00CR	346,538.02CR
8/09/18	8/09	A12802	CHK: 196604	14672	AVEN HERNANDEZ	6456			110.00CR	346,648.02CR
8/09/18	8/09	A12803	CHK: 196580	14668	SHONNA LAWSON	1			150.00CR	346,798.02CR
8/09/18	8/09	A12804	CHK: 196581	14669	BRUCKNER'S TRUCK SALES,	1340			1,759.54CR	348,557.56CR
8/09/18	8/09	A12805	CHK: 196582	14669	CLAIBORNE'S THRIFTWAY	1480			1,799.41CR	350,356.97CR
8/09/18	8/09	A12806	CHK: 196583	14669	DAVIS FURNITURE COMPANY	1600			1,682.45CR	352,039.42CR
8/09/18	8/09	A12808	CHK: 196585	14669	GEBO'S DISTRIBUTING CO.,	2000			1,229.82CR	353,269.24CR
8/09/18	8/09	A12811	CHK: 196588	14669	HIGGINBOTHAM'S GENERAL O	2180			980.27CR	354,249.51CR
8/09/18	8/09	A12813	CHK: 196590	14669	LAMESA MAILING & PACKING	2588			113.62CR	354,363.13CR
8/09/18	8/09	A12814	CHK: 196591	14669	MAYFIELD PAPER COMPANY	2957			1,256.78CR	355,619.91CR
8/09/18	8/09	A12816	CHK: 196593	14669	PARKHILL,SMITH & COOPER,	3263			565.35CR	356,185.26CR
8/09/18	8/09	A12817	CHK: 196594	14669	WALMART COMMUNITY/GEGRB	4110			897.11CR	357,082.37CR
8/09/18	8/09	A12818	CHK: 196595	14669	WATERMASTER IRRIGATION	4129			243.56CR	357,325.93CR
8/09/18	8/09	A12819	CHK: 196596	14669	MANDRY TECHNOLOGY SOLUTI	5160			297.51CR	357,623.44CR
8/09/18	8/09	A12820	CHK: 196597	14669	O'REILLY AUTOMOTIVE, INC	5618			94.95CR	357,718.39CR
8/09/18	8/09	A12821	CHK: 196598	14669	NAPA AUTO PARTS	5833			1,050.99CR	358,769.38CR
8/09/18	8/09	A12823	CHK: 196600	14669	LONGLEY DIESEL & EQUIPME	6039			169.09CR	358,938.47CR
8/09/18	8/09	A12824	CHK: 196601	14669	QA BALANCE SERVICES INC.	6089			388.00CR	359,326.47CR
8/09/18	8/09	A12825	CHK: 196602	14669	GONZALES WELDING	6254			240.00CR	359,566.47CR
8/09/18	8/09	A12826	CHK: 196603	14669	UMC PHYSICIANS	6661			25.00CR	359,591.47CR
8/10/18	8/10	A12850	CHK: 196605	14677	AUTOMOTIVE TECHNOLOGY	1139			588.10CR	360,179.57CR
8/10/18	8/10	A12851	CHK: 196606	14677	BRUCKNER'S TRUCK SALES,	1340			1,760.52CR	361,940.09CR
8/10/18	8/10	A12852	CHK: 196607	14677	CITY OF LUBBOCK	1470			12,633.86CR	374,573.95CR
8/10/18	8/10	A12853	CHK: 196608	14677	LAMESA BEARING, INC.	2480			402.22CR	374,976.17CR
8/10/18	8/10	A12854	CHK: 196609	14677	LESLIE'S POOL SUPPLY INC	2701			207.89CR	375,184.06CR

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FUND : 01 -GENERAL FUND		PERIOD TO USE: Aug-2018 THRU Aug-2018		ACCOUNTS: 1001 THRU 1001					
DEPT : N/A		NOTE		=====AMOUNT=====					
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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8/10/18	8/10	A12856	CHK: 196611	14677 SOUTH PLAINS COMMUNICATI	3729			613.00CR	376,817.06CR
8/10/18	8/10	A12857	CHK: 196612	14677 WARREN CAT	4122			241.39CR	377,058.45CR
8/10/18	8/10	A12858	CHK: 196613	14677 TEXASDATAVAULT	5607			1,725.00CR	378,783.45CR
8/10/18	8/10	A12859	CHK: 196614	14677 SKTR, INC.	5798			3,307.95CR	382,091.40CR
8/10/18	8/10	A12860	CHK: 196615	14677 WYLIE & SON, INC.	5842			2,335.62CR	384,427.02CR
8/10/18	8/10	A12861	CHK: 196616	14677 JOHN DEERE FINANCIAL	5861			99.87CR	384,526.89CR
8/10/18	8/10	A12862	CHK: 196617	14677 GONZALES WELDING	6254			240.00CR	384,766.89CR
8/10/18	8/10	A12863	CHK: 196618	14677 RELIANT ENERGY	6316			49,419.07CR	434,185.96CR
8/10/18	8/10	A12865	CHK: 196620	14677 FERGUSON WATERWORKS #788	6582			3,632.17CR	437,818.13CR
8/10/18	8/10	A12866	CHK: 196621	14680 LAURA HERNANDEZ	1			125.00CR	437,943.13CR
8/10/18	8/10	A12867	CHK: 196622	14680 ALL-AMERICAN PUMP & MACH	1048			382.50CR	438,325.63CR
8/10/18	8/10	A12868	CHK: 196623	14680 TOMMY ARGUIJO	5988			69.64CR	438,395.27CR
8/10/18	8/10	A12869	CHK: 196624	14680 BETTY CONDE	6542			22.79CR	438,418.06CR
8/10/18	8/10	A12870	CHK: 196625	14680 MEGAN JOHNSON	6631			71.28CR	438,489.34CR
8/10/18	8/10	A12871	CHK: 196626	14680 DANIEL OGEDA JR	6662			150.00CR	438,639.34CR
8/10/18	8/10	A12872	CHK: 196627	14680 RUBEN VALDEZ	6663			124.63CR	438,763.97CR
8/10/18	8/10	A12873	CHK: 196628	14680 DOMINIC CERDA	6664			67.13CR	438,831.10CR
8/10/18	9/04	B60024	Misc 000021	09607 TEXSTAR		JE# 024209		300,000.00CR	738,831.10CR
8/13/18	9/07	B60069	Misc 000024	09613 RETUNED DRAFT - 11-0960-00		JE# 024221		35.02CR	738,866.12CR
8/15/18	8/15	A12894	CHK: 196640	14688 NINFA LOPEZ LEIJA	1			50.00CR	738,916.12CR
8/15/18	8/15	A12895	CHK: 196641	14688 ST. MARGARET MARY	1			50.00CR	738,966.12CR
8/15/18	8/15	A12896	CHK: 196642	14688 EMILY GONZALES	1			125.00CR	739,091.12CR
8/15/18	8/15	A12897	CHK: 196643	14688 BREANNA PEREZ	1			50.00CR	739,141.12CR
8/15/18	8/15	A12898	CHK: 196644	14688 ADVANCED ANALYSIS, INC	1022			440.00CR	739,581.12CR
8/15/18	8/15	A12899	CHK: 196645	14688 DPC INDUSTRIES INC	1570			180.00CR	739,761.12CR
8/15/18	8/15	A12900	CHK: 196646	14688 LAMESA ECONOMIC DEVELOPM	2555			32,150.32CR	771,911.44CR
8/15/18	8/15	A12901	CHK: 196647	14688 NTS COMMUNICATIONS	3135			670.55CR	772,581.99CR
8/15/18	8/15	A12903	CHK: 196649	14688 LAMESA ECONOMIC ALLIANCE	5942			32,150.32CR	804,732.31CR
8/15/18	8/15	A12904	CHK: 196650	14688 BB&T GOVERNMENTAL FINANC	6001			2,999.55CR	807,731.86CR
8/15/18	8/15	A12905	CHK: 196651	14688 ARGENT TRUST	6119			153,781.75CR	961,513.61CR
8/15/18	8/15	A12907	CHK: 196639	14694 LAMESA CHAMBER OF COMMER	1457			3,270.00CR	964,783.61CR
8/15/18	8/15	A12908	CHK: 196629	14686 ADVANCED ANALYSIS, INC	1022			180.00CR	964,963.61CR
8/15/18	8/15	A12909	CHK: 196630	14686 CANADIAN RIVER MUNICIPAL	1385			74,155.27CR	1,039,118.88CR
8/15/18	8/15	A12910	CHK: 196631	14686 S & C OIL COMPANY, INC.	3575			316.33CR	1,039,435.21CR
8/15/18	8/15	A12911	CHK: 196632	14686 ROCKY'S BURGERS	3780			140.73CR	1,039,575.94CR
8/15/18	8/15	A12912	CHK: 196633	14686 WASTE SYSTEMS	4124			252.26CR	1,039,828.20CR
8/15/18	8/15	A12913	CHK: 196634	14686 WINDSTREAM COMMUNICATION	4460			75.10CR	1,039,903.30CR
8/15/18	8/15	A12915	CHK: 196636	14686 PATHMARK TRAFFIC PRODUCT	5864			1,942.40CR	1,041,845.70CR
8/15/18	8/15	A12917	CHK: 196638	14686 ALL-STATE DISTRIBUTORS,	6098			5,031.18CR	1,046,876.88CR
8/16/18	8/16	A12927	CHK: 196658	14695 ADVANCED ANALYSIS, INC	1022			210.00CR	1,047,086.88CR
8/16/18	8/16	A12928	CHK: 196659	14695 HALFMAN HEAT & AIR	6519			85.00CR	1,047,171.88CR
8/16/18	8/16	A12929	CHK: 196660	14695 DANIEL OGEDA JR	6662			275.00CR	1,047,446.88CR
8/16/18	8/16	A12930	CHK: 196653	14696 NTS COMMUNICATIONS	3135			882.85CR	1,048,329.73CR
8/16/18	8/16	A12931	CHK: 196654	14696 VERIZON WIRELESS	5969			2,599.40CR	1,050,929.13CR
8/16/18	8/16	A12934	CHK: 196657	14696 PROSPERITY BANK	6518			45,629.86CR	1,096,558.99CR
8/17/18	8/17	A13037	CHK: 196661	14702 STAHL, TERRI	5940			66.49CR	1,096,625.48CR

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FUND : 01 -GENERAL FUND				PERIOD TO USE: Aug-2018 THRU Aug-2018				
DEPT : N/A				ACCOUNTS: 1001 THRU 1001				
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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8/21/18	8/21	A13043	CHK: 196672	14704 QUITEN HARRIS JR	1		150.00CR	1,096,775.48CR
8/21/18	8/21	A13044	CHK: 196673	14704 NORMA CAMPOS	1		50.00CR	1,096,825.48CR
8/21/18	8/21	A13045	CHK: 196674	14704 MATTHEW TANNER	1		275.00CR	1,097,100.48CR
8/21/18	8/21	A13046	CHK: 196675	14704 MELISSA CAUDILLO	1		50.00CR	1,097,150.48CR
8/21/18	8/21	A13047	CHK: 196676	14704 GUADALUPE GUILLER	1		50.00CR	1,097,200.48CR
8/21/18	8/21	A13048	CHK: 196677	14704 ALICIA E GONZALES	1		50.00CR	1,097,250.48CR
8/21/18	8/21	A13049	CHK: 196678	14704 TML-IEBP	3843		32,493.14CR	1,129,743.62CR
8/21/18	8/21	A13050	CHK: 196679	14704 WINDSTREAM COMMUNICATION	4460		68.93CR	1,129,812.55CR
8/21/18	8/21	A13051	CHK: 196680	14704 DUYCK LARRY	5777		113.75CR	1,129,926.30CR
8/21/18	8/21	A13052	CHK: 196681	14704 UTILITY SERVICE CO., INC	5824		43,601.68CR	1,173,527.98CR
8/21/18	8/21	A13053	CHK: 196682	14704 SYLVIA I ORTIZ DAWSON CO	6133		60.00CR	1,173,587.98CR
8/21/18	8/21	A13054	CHK: 196683	14704 STATE COMPTROLLER	6512		100.00CR	1,173,687.98CR
8/21/18	8/21	A13055	CHK: 196684	14704 CANON FINANCIAL SERVICES	6580		566.00CR	1,174,253.98CR
8/21/18	8/21	A13056	CHK: 196685	14704 CLARITIVE COMMUNICATIONS	6654		3,034.14CR	1,177,288.12CR
8/21/18	8/21	A13058	CHK: 000000	14708 INTERNAL REVENUE SERVICE	5832		30,823.02CR	1,208,111.14CR
8/21/18	8/21	A13059	CHK: 196662	14708 CAPROCK FEDERAL CREDIT U	1390		19,388.55CR	1,227,499.69CR
8/21/18	8/21	A13060	CHK: 196663	14708 PAYROLL FUND	3270		68,899.34CR	1,296,399.03CR
8/21/18	8/21	A13061	CHK: 196664	14708 TX CHILD SUPPORT SDU	5634		211.38CR	1,296,610.41CR
8/21/18	8/21	A13062	CHK: 196665	14708 TX CHILD SUPPORT SDU	5829		115.38CR	1,296,725.79CR
8/21/18	8/21	A13063	CHK: 196666	14708 TEXAS CHILD SUPPORT DISB	5859		500.90CR	1,297,226.69CR
8/21/18	8/21	A13064	CHK: 196667	14708 TX CHILD SUPPORT SDU	5882		276.92CR	1,297,503.61CR
8/21/18	8/21	A13065	CHK: 196668	14708 JAE FITNESS	6023		129.43CR	1,297,633.04CR
8/21/18	8/21	A13066	CHK: 196669	14708 TEXAS CHILD SUPPORT DISB	6566		207.69CR	1,297,840.73CR
8/21/18	8/21	A13067	CHK: 196670	14708 TEXAS CHILD SUPPORT DISB	6589		269.08CR	1,298,109.81CR
8/21/18	8/21	A13068	CHK: 196671	14708 TEXAS CHILD SUPPORT DISB	6590		228.00CR	1,298,337.81CR
8/22/18	8/22	A13083	CHK: 196692	14718 DPC INDUSTRIES INC	1570		3,135.37CR	1,301,473.18CR
8/22/18	8/22	A13084	CHK: 196693	14718 MORRISON SUPPLY CO	3085		3,000.00CR	1,304,473.18CR
8/22/18	8/22	A13085	CHK: 196694	14718 INDUSTRIAL DISPOSAL SUPP	6371		962.65CR	1,305,435.83CR
8/22/18	8/22	A13086	CHK: 196687	14717 UNIFIRST HOLDINGS, INC	4079		38.70CR	1,305,474.53CR
8/22/18	8/22	A13087	CHK: 196688	14717 DUYCK LARRY	5777		609.76CR	1,306,084.29CR
8/22/18	8/22	A13088	CHK: 196689	14717 INDUSTRIAL DISPOSAL SUPP	6371		36.35CR	1,306,120.64CR
8/22/18	8/22	A13089	CHK: 196690	14717 STOCK AND PETAL	6606		97.43CR	1,306,218.07CR
8/22/18	8/22	A13090	CHK: 196691	14717 RASARIO MARTINEZ	6667		1,450.00CR	1,307,668.07CR
8/22/18	8/22	A13102	CHK: 000000	14719 INTERNAL REVENUE SERVICE	5832		42.38CR	1,307,710.45CR
8/22/18	8/22	A13103	CHK: 196695	14719 PAYROLL FUND	3270		76.89CR	1,307,787.34CR
8/23/18	8/23	A13105	CHK: 196696	14723 ROSALIO MARTINEZ	6612		1,450.00CR	1,309,237.34CR
8/24/18	8/24	U27123	CHECK 196697	18078 REFUND: MONTOYA, MARIO C			32.80CR	1,309,270.14CR
8/24/18	8/24	U27123	CHECK 196698	18078 REFUND: RAMIREZ, ALBERT			9.61CR	1,309,279.75CR
8/24/18	8/24	U27123	CHECK 196699	18078 REFUND: NELSON, ROBIN J			64.40CR	1,309,344.15CR
8/24/18	8/24	U27123	CHECK 196700	18078 REFUND: ROOSTER RICH, LC			33.53CR	1,309,377.68CR
8/24/18	8/24	U27123	CHECK 196701	18078 REFUND: ODOM, KELSEY S			103.72CR	1,309,481.40CR
8/24/18	8/24	U27123	CHECK 196702	18078 REFUND: WHITED, JAMES A			39.30CR	1,309,520.70CR
8/24/18	8/24	U27123	CHECK 196703	18078 REFUND: HAWKINS, JAYTUAN M			87.47CR	1,309,608.17CR
8/24/18	8/24	U27123	CHECK 196704	18078 REFUND: FERNANDEZ, LUIS A			32.67CR	1,309,640.84CR
8/24/18	8/24	U27123	CHECK 196705	18078 REFUND: FRIESEN, PETER			96.11CR	1,309,736.95CR
8/24/18	8/24	U27123	CHECK 196706	18078 REFUND: GOMEZ, MARGARTIO			68.13CR	1,309,805.08CR
8/24/18	8/24	U27123	CHECK 196707	18078 REFUND: SAWATZKY, ABRAM			29.90CR	1,309,834.98CR

9-13-2018 4:35 PM

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

PAGE: 6

FUND : 01 -GENERAL FUND

PERIOD TO USE: Aug-2018 THRU Aug-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) *										
8/24/18	8/24	U27123	CHECK	196708	18078 REFUND: PATINO, JUAN				78.82CR	1,309,913.80CR
8/24/18	8/24	U27123	CHECK	196709	18078 REFUND: RICKMAN, CHARLENE				63.38CR	1,309,977.18CR
8/24/18	8/24	U27123	CHECK	196710	18078 REFUND: RODRIGUEZ, DAVID				2.86CR	1,309,980.04CR
8/24/18	8/24	U27123	CHECK	196711	18078 REFUND: RUBIO, LAURA Z				42.18CR	1,310,022.22CR
8/24/18	8/24	U27123	CHECK	196712	18078 REFUND: MARTINEZ, OLGA				52.86CR	1,310,075.08CR
8/24/18	8/24	U27123	CHECK	196713	18078 REFUND: BOGGAN, BERTHA				12.36CR	1,310,087.44CR
8/24/18	8/24	U27123	CHECK	196714	18078 REFUND: CATES, MICHAEL				12.50CR	1,310,099.94CR
8/24/18	8/24	U27123	CHECK	196715	18078 REFUND: DAVIS, KURT				11.47CR	1,310,111.41CR
8/24/18	8/24	U27123	CHECK	196716	18078 REFUND: DON LYBRAND FLYING SER				127.46CR	1,310,238.87CR
8/24/18	8/30	B59974	Misc	000002	09597 METER POSTAGE		JE# 024162		500.00CR	1,310,738.87CR
8/28/18	8/28	A13115	CHK:	196718	14731 BEATTY TRUCKING AND TRAI	5852			800.00CR	1,311,538.87CR
8/28/18	8/28	A13116	CHK:	196719	14732 WTG FUELS, INC.	6220			8,809.00CR	1,320,347.87CR
8/28/18	8/28	A13118	CHK:	000000	14727 INTERNAL REVENUE SERVICE	5832			79.10CR	1,320,426.97CR
8/28/18	8/28	A13119	CHK:	196717	14727 PAYROLL FUND	3270			385.67CR	1,320,812.64CR
8/28/18	9/08	B60072	Misc	000026	09614 RETURNED DRAFT/14-1260-01		JE# 024223		90.39CR	1,320,903.03CR
8/28/18	9/08	B60073	Misc	000027	09614 RETURNED DRAFT/12-2460-00		JE# 024224		132.49CR	1,321,035.52CR
8/29/18	9/08	B60074	Misc	000028	09614 RETURNED DRAFT/14-3920-00		JE# 024225		36.97CR	1,321,072.49CR
8/29/18	9/08	B60075	Misc	000024	09614 RETURNED DRAFT/17-0720-00		JE# 024226		144.14CR	1,321,216.63CR
8/30/18	8/30	A13153	CHK:	196735	14738 ACE SPRAY EQUIPMENT	6022			541.42CR	1,321,758.05CR
8/30/18	8/30	A13154	CHK:	196736	14738 COSTCO	6265			84.72CR	1,321,842.77CR
8/30/18	8/30	A13155	CHK:	196724	14744 AFLAC INSURANCE	1020			3,727.16CR	1,325,569.93CR
8/30/18	8/30	A13156	CHK:	196725	14744 CAPROCK FEDERAL CREDIT U	1390			115.44CR	1,325,685.37CR
8/30/18	8/30	A13157	CHK:	196726	14744 TEXAS MUNICIPAL RETIREME	3973			29,056.99CR	1,354,742.36CR
8/30/18	8/30	A13163	CHK:	196732	14744 LEGAL SHIELD	5900			466.20CR	1,355,208.56CR
8/30/18	8/30	A13164	CHK:	196733	14744 NEW YORK LIFE	5921			427.38CR	1,355,635.94CR
8/30/18	8/30	A13165	CHK:	196734	14744 GUARDIAN-APPLETON	6141			381.18CR	1,356,017.12CR
8/30/18	8/30	A13166	CHK:	196752	14745 LAMESA LIONS CLUB	1			275.00CR	1,356,292.12CR
8/30/18	8/30	A13167	CHK:	196737	14737 DEVIN BECK	1			50.00CR	1,356,342.12CR
8/30/18	8/30	A13168	CHK:	196738	14737 JESSICA RUIZ	1			50.00CR	1,356,392.12CR
8/30/18	8/30	A13169	CHK:	196739	14737 SANDY FLORES	1			50.00CR	1,356,442.12CR
8/30/18	8/30	A13170	CHK:	196740	14737 ADVANCED ANALYSIS, INC	1022			400.00CR	1,356,842.12CR
8/30/18	8/30	A13171	CHK:	196741	14737 TYLER TECHNOLOGIES, INC.	2310			2,461.64CR	1,359,303.76CR
8/30/18	8/30	A13172	CHK:	196742	14737 LAMESA MAILING & PACKING	2588			36.75CR	1,359,340.51CR
8/30/18	8/30	A13173	CHK:	196743	14737 WALMART COMMUNITY/GEGRB	4110			151.74CR	1,359,492.25CR
8/30/18	8/30	A13174	CHK:	196744	14737 WINDSTREAM COMMUNICATION	4460			106.40CR	1,359,598.65CR
8/30/18	8/30	A13175	CHK:	196745	14737 TEXAS DEPARTMENT OF LICE	5602			20.00CR	1,359,618.65CR
8/30/18	8/30	A13176	CHK:	196746	14737 NORTHLAND COMMUNICATIONS	5800			80.64CR	1,359,699.29CR
8/30/18	8/30	A13177	CHK:	196747	14737 JAE FITNESS	6023			225.00CR	1,359,924.29CR
8/30/18	8/30	A13178	CHK:	196748	14737 GONZALES WELDING	6254			180.00CR	1,360,104.29CR
8/30/18	8/30	A13179	CHK:	196749	14737 ASHTIN SUFIENTES	6564			297.29CR	1,360,401.58CR
8/30/18	8/30	A13180	CHK:	196750	14737 ROSALIO MARTINEZ	6612			565.00CR	1,360,966.58CR
8/30/18	8/30	A13181	CHK:	196751	14737 DANIEL OGEDA JR	6662			325.00CR	1,361,291.58CR
8/30/18	8/30	A13182	CHK:	196721	14743 FULBRIGHT & CASSELBERRY	2090			2,145.83CR	1,363,437.41CR
8/30/18	8/30	A13183	CHK:	196722	14743 PAYROLL FUND	3270			459.00CR	1,363,896.41CR
8/30/18	8/30	A13184	CHK:	196723	14743 SENIOR CITIZENS	3675			3,750.00CR	1,367,646.41CR
8/30/18	8/30	A13185	CHK:	000000	14729 INTERNAL REVENUE SERVICE	5832			109.12CR	1,367,755.53CR
8/31/18	9/01	B60005	Misc	000007	09603 HEALTH INS. TSF. - G/F		JE# 024193		28,381.67CR	1,396,137.20CR

9-13-2018 4:35 PM
FUND : 01 -GENERAL FUND
DEPT : N/A

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

PAGE: 7

PERIOD TO USE: Aug-2018 THRU Aug-2018

ACCOUNTS: 1001 THRU 1001

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

1001 CASH IN BANK

* (CONTINUED) *

8/31/18	9/01	B60010	Misc	000012	09604	LIABILITY TSF G/F TO RISK MGMT	JE# 024198	6,315.17CR	1,402,452.37CR
8/31/18	9/01	B60015	Misc	000017	09605	WORKER COMP TSF TO RISK MGMT	JE# 024203	5,886.75CR	1,408,339.12CR
8/31/18	9/13	B60107	Misc	000025	09619	GOV. TAX TSF TO STATE AGENCY	JE# 024240	1,338.81CR	1,409,677.93CR
8/31/18	9/13	B60114	Misc	000030	09620	TO RECORD DUE TO/FROM	JE# 024245	61.72CR	1,409,739.65CR
8/31/18	9/13	B60115	Misc	000031	09620	TO RECORD DUE TO/FROM	JE# 024246	82.28CR	1,409,821.93CR
=====					AUGUST ACTIVITY	DB:	0.00	CR:	1,409,821.93CR
									1,409,821.93CR

SELECTION CRITERIA

FISCAL YEAR: Oct-2017 / Sep-2018
FUND: Include: 01
PERIOD TO USE: Aug-2018 THRU Aug-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: SEPTEMBER 18, 2018

AGENDA ITEM: 4

**SUBJECT: RATIFICATION OF TRADE-IN FOR 1987 E-1 PUMPER/ENGINE
FOR NEW 2018 ROSENBAUER FIRE TRUCK:**
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to consider ratifying the trade-in of the 1987 E-1 Pumper/Engine toward the purchase of the 2018 Rosenbauer Fire Truck.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ 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 _____ 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: SEPTEMBER 18, 2018

AGENDA ITEM: 5

**SUBJECT: APPROVAL OF TRADE-IN FOR 1990 CATERPILLAR 120G
ROAD GRADER / MAINTAINER FOR NEW 2018
CATERPILLAR ROAD GRADER / MAINTAINER:**

PROCEEDING: Action

SUBMITTED BY: City Staff

SUMMARY STATEMENT

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.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ 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 _____ 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: SEPTEMBER 18, 2018

AGENDA ITEM: 6

**SUBJECT: APPROVAL OF MANAGED SERVICES MASTER CONTRACT
AND RELATED ADDENDUMS WITH MANDRY TECHNOLOGY
SOLUTIONS:**

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS

AUTHORITY:

SUMMARY STATEMENT

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.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ 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 _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

. Recommend approval.



This Contract (the "Agreement") is made between **MANDRY TECHNOLOGY SOLUTIONS, LLC** 4521 98th Street, Lubbock, Texas, 79424, hereinafter "Mandry" and the **CITY OF LAMESA**, 601 South 1st, Lamesa, Texas 79331, hereinafter "Client".

In consideration of the mutual agreements set forth below and intending to be legally bound, the parties agree as follows:

I. TECHNICAL SUPPORT CONTACTS

Client will designate two employees who shall serve as Technical Support Contacts for Client. The Technical Support contact is responsible for submitting all requests to Mandry for technical support services. Due to the potentially sensitive nature of the Network Diagram contents, Client must also designate an employee that is authorized to request and view sensitive and confidential material.

Primary Technical Support Contact: Shawna Burkhart

***Mandry will contact this person first after hours in the event of an outage.

Secondary Technical Support Contact: Wayne Chapman

***Mandry will contact this person second after hours in the event of an outage.

Executive – Sensitive Materials (Diagrams, Passwords, Contracts) Contact: Shawna Burkhart

***Mandry will only provide sensitive materials described above to this contact.

II. PAYMENT AND INVOICING TERMS

A. Cost of Goods

1. Cost of Goods will be determined by a quotation provided by Mandry to Client. In the event quoted Goods become unavailable, Mandry will supply equivalent Goods to fulfill the contract. Any additional cost incurred in the procurement of such Goods will be passed on to Client. Client will pay any restocking charges incurred as the result of cancellation of an order whether in part or in full. ***All warranties for Goods are provided solely through the product manufacturer. Mandry extends no express or implied warranties with respect to Goods.***

B. Cost of Services – Standard Rates

1. Costs of Services are as set forth on the attached Exhibit "A". Exhibit "A" is wholly incorporated into this Agreement and becomes part of this Agreement. Changes to the terms, prices, and services set forth under this original Agreement may be made to this Agreement after agreement by both parties. All changes will be made as an addendum to this Agreement, executed by both parties. The agreed upon and executed addendum will then become part of this Agreement.

2. Travel

Mandry will bill mileage at the standard business rate as published by the IRS for customers outside of Lubbock, TX for after-hours on-site support only or special projects which will be documented in a separate quote. Travel Time charges will be incurred for work requiring Mandry personnel to travel to Client's site. Travel Time is billed at ½ the applicable support services rate. Travel rates will be billed from a source destination of Lubbock, TX.

3. Repair/Replacement Management

Mandry will return goods to the manufacturer for repair or replacement of all devices covered within the managed services agreement and covered by a manufacture warranty.

C. Invoicing and Payment

Mandry will submit invoices for payment by Client for Goods as they are delivered to Client and monthly invoices for Services. Payment is due and payable in United States currency at Mandry's office in Lubbock, Lubbock County, Texas. If the amount is paid by Client using a credit card, Mandry will assess an additional 3% convenience fee for all credit card payments. Final payment is due upon receipt of Goods and/or Services and is past due fifteen (15) days from the invoice date. If Client has any valid reason for disputing any portion of an invoice, Client will so notify Mandry in writing within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The undisputed portion of the invoice shall be paid in accordance with the procedures set forth herein.

Client shall pay any attorney fees, court costs, or other costs incurred by Mandry in collection of delinquent accounts. If payment of invoices is not current, Mandry may suspend the provision of further Goods and/or Services.

D. Deposit

When Client places an order for Goods totaling more than \$20,000, a deposit 50% of the total order may be required. Client will then pay 25% progress payment for Goods totaling more than \$20,000.00 upon equipment arrival at Mandry.

E. Taxes

All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any such amount payable by Client the monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than taxes based on Mandry's net income). If Client does not pay such taxes, Mandry may make such payments and Client will reimburse Mandry for those payments. Client will hold Mandry harmless for any payments made by Client pursuant to this section (Taxes).

III. CONFIDENTIAL INFORMATION

Mandry agrees that all information received by Mandry from Client or from any other source on Client's behalf is "Confidential Information" and shall be maintained in confidence and not disclosed, used or duplicated, except as described in this paragraph. Confidential Information includes, without limitation, all lists of customers, former customers, applicants and prospective customers and all information relating to and identified with such persons; business volumes or usage; financial information; pricing information; software, software documentation; and information concerning business plans or business strategy.

Mandry may use Confidential Information only in connection with performance under this Agreement, and Mandry shall not copy or disclose Confidential Information to any third person, including employees of Mandry who do not need Confidential Information in order to perform under this Agreement. Confidential Information shall be returned to Client or destroyed upon request of Client once the services contemplated by this Agreement have been completed.

Mandry shall not advertise, market or otherwise make known to others any information relating to the subject matter of this Agreement, including mentioning or implying the name of Client. If Mandry proposes to disclose Confidential Information to a third party in order to perform under this Agreement, Mandry must first obtain the consent of Client to make such disclosure and Mandry must enter into a confidentiality agreement with such third party under which that third party would be restricted from disclosing, using or duplicating such Confidential Information, except as consistent with this paragraph.

IV. SPECIFIC DISCLAIMERS

Mandry assumes no liability for losses of any kind resulting from Client's failure to implement and follow appropriate password management procedures.

Mandry will not install or service software products for which Client does not hold a valid license. Client warrants to Mandry that all software is properly licensed. It is Client's obligation to verify that any software applications not provided by Mandry are compatible with computer hardware and software operating systems.

Client is solely responsible for the quality of network wiring. Client may request Mandry to test and validate Client's wiring; time spent fulfilling such a request is a billable Service. If pre-installation testing and validation is not requested and performed and it is later determined that Client incurred charges for billable Services related to faulty wiring, Client will remain liable for the charges.

V. STANDARD OF CARE/WARRANTY DISCLAIMER

Mandry warrants that personnel possessing competency consistent with applicable industry standards shall perform its Services. **NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE ARE INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, GOOD, WORK PRODUCT, DOCUMENT OR OTHERWISE. FURTHERMORE, NO GUARANTEE**

IS MADE AS TO THE EFFICACY OR VALUE OF ANY SERVICES PERFORMED OR SOFTWARE DEVELOPED. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY MANDRY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE. ALL WARRANTIES NOT EXPRESSLY GRANTED OR ASSUMED IN THIS AGREEMENT ARE DISCLAIMED.

Mandry assumes all risk-of-loss for or damage to all Goods ordered and all work-in-progress, materials, and other items related to this Contract until the same are delivered to Client's premises. Title shall remain in Mandry on each item of equipment until the date of acceptance. Risk-of-loss for or damage to Goods shall pass to Client upon delivery of each item to Client's premises.

VI. LIABILITY

A. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL MANDRY BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, TREBLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA OR BACKUP DATA ON-SITE OR OFFSITE, LOST PROFITS, LOST BUSINESS, LOST OPPORTUNITY) OR ANY OTHER SIMILAR DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF MANDRY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL MANDRY'S LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE ACTUAL PAID TO MANDRY BY CLIENT FOR THE PARTICULAR SERVICE PROVIDED GIVING RISE TO LIABILITY UNDER THIS AGREEMENT.

**

****Mandry carries comprehensive general liability insurance to protect the business and the customer base. A copy of this insurance can be provided upon request.****

B. Remedy

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Mandry, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Mandry is at fault, or (ii) return to Client the fees paid by Client to Mandry for the particular service provided that gives rise to the claim, subject to the limitation contained in the Limitation section above. Client agrees that it will not allege that this remedy fails its essential purpose.

VII. SURVIVAL

The Payment and Invoicing Terms, Standard of Care/ Warranty Disclaimer, Liability, and Miscellaneous sections of this Agreement survive the expiration or termination of this Agreement for any reason.

VIII. MISCELLANEOUS

A. Non-Solicitation

During the term of this Agreement and for a period of two (2) years after termination of this Agreement, whether terminated with or without cause, Client will not, directly or indirectly, (a) divert or attempt to divert any person, concern, or entity which has furnished services to client on behalf of Mandry from doing business with Mandry or otherwise to change its relationship with Mandry; or (b) hire or attempt to hire a Mandry employee for similar or substantially similar purposes or job duties as what the Mandry employee performed on behalf of Mandry for the benefit of the Client or work completed subject to this Agreement; or (c) induce or attempt to induce any customer or supplier of Mandry to cease being a customer or supplier of Mandry or otherwise to change its relationship with Mandry.

B. Insecurity and Adequate Assurances

If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Mandry may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to Mandry, in addition to any other rights and remedies available, Mandry may partially or totally suspend its performance while awaiting assurances, without liability to Client. Mandry may also collect or proceed against any filed Security Agreement in favor of Mandry or any form of collateral held by Mandry to secure payment. Mandry may also pursue any remedy available under this Agreement or at law to secure payment.

C. Severability

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

D. Modification and Waiver

Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach. This Agreement may only be amended or modified in a writing duly executed by a representative of each party.

E. Independent Contractor Status

Mandry is an independent contractor of Client.

F. Notices

Client shall give Mandry written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against Mandry, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Mandry with respect hereto. If Client fails to give such notice to Mandry with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period,

Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator.

All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Mandry:

Mandry Technology Solutions, LLC
4521 98th Street
Lubbock, TX 79424

If to Client:

City of Lamesa
601 South 1st
Lamesa, TX 79331

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

G. Assignment

The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by Mandry without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

H. Disputes

Mandry and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, Mandry and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

I. Section Headings

Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

J. Representations; Counterparts

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

K. Residuals

Nothing in this Agreement or elsewhere will prohibit or limit Mandry's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with this Agreement. Mandry and Client shall each have the right to use all data collected or generated under this Agreement, subject to other provisions of this Agreement.

L. Cooperation

Client will cooperate with Mandry in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that Mandry's performance is dependent on Client's timely and effective cooperation with Mandry. Accordingly, Client acknowledges that any delay by Client may result in Mandry being released from an obligation or scheduled deadline or in Client having to pay extra fees for Mandry's agreement to meet a specific obligation or deadline despite the delay.

M. Governing Law, Construction and Forum Selection

This Agreement will be governed by and construed in accordance with the laws of Texas, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of Texas, in Lubbock, Texas, or the United States District Court for the Northern District of Texas in Lubbock, Texas, (ii) hereby consents to the jurisdiction of the courts of the State of Texas and the United States District Court for the Northern District of Texas, Lubbock Division, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

N. Entire Agreement; Survival

This Agreement, including any Exhibits and Addendums, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Mandry respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

O. Force Majeure

Mandry shall not be responsible for delays or failures (including any delay by Mandry to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may

include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, martial law, governmental regulations, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, delays in transportation, and acts or omissions of subcontractors or third parties.

P. Use By Third Parties

Work performed by Mandry pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without Mandry's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and Mandry.

Q. Non-Performance and Enforcement

It is expressly understood that in the event either party shall on any occasion fail to perform any term of this Agreement and that the other party shall not enforce that term(s), the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

X. TERM OF AGREEMENT

This Agreement between Mandry and Client shall remain in force for a period of one year, automatically renewing every two years on the Agreement anniversary date, unless and until canceled in writing not less than sixty (60) days prior to the Agreement anniversary date. Mandry will provide written notice to Client of any annual increases in prices or other changes to the term of this Agreement seventy five (75) days prior to the anniversary date at which time Client will have fifteen (15) days to notify Mandry of its intent to cancel this Agreement. If Mandry fails to perform, Client shall give written notice to Mandry of the failure to perform and Mandry shall have sixty (60) days to cure such failure to perform and if Mandry has not cured the failure to perform, Client may terminate this Agreement at the end of such sixty (60) day cure period.

Acceptance of Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following date:

Date: _____

Client

Printed Name and Title

Authorized Signature

Mandry Technology Solutions

Thomas Mandry, President

Authorized Signature

This Addendum to the Mandry Technology Services Agreement (the “Master Agreement”) is made and entered into by and among the parties identified below and is as follows:

I. Managed Services

- a) All-inclusive labor and support for documented computer network in **Exhibit A**, including:
 - i) Proactive Centralized Services
 - ii) Network Administrator
 - iii) Reactive Support Services
 - iv) CIO Services (Technology strategy and planning included)
- b) Services will be provided and delivered by the following methodologies:
 - i) Dedicated, Virtual CIO providing business technology summary, operational & strategic planning
 - ii) Remote technical support with escalation procedures for required onsite services
 - iii) Advanced technology toolkit for monitoring core infrastructure and pc’s, comprehensive security management, including Anti-virus management
 - iv) Best practices technology management utilizing ongoing technology checklist and quarterly services reports
 - v) Secure Online Backup administration and management services

II. Service Conditions

- a) Services are provided per documented computer network, **Exhibit A**
- b) All hardware referenced in **Exhibit A** is owned by the client
- c) Additional / new hardware, not outlined in **Exhibit A**, will be reviewed and assessed on a semi-annual basis
- d) Services are provided to apply manufacturer business software updates to associated servers and desktops, as required

- e) Reactive break/fix after-hours work is not included and will be billed separately per the published hourly rates for the services period, outlined in ***Service Hours and Rates*** below
- f) Proactive after-hours work e.g. patches, updates, and general maintenance required to be performed outside of normal business hours (M-F 8:00am-5:00pm) is included, but must be coordinated and scheduled with the support department a minimum of 2 business days in advance

III. **Exclusions in Monthly Fixed Cost**

- a) New Projects which are defined as: (new hardware, new software, software upgrades, cloud services, and site to site vpn tunnels). The client will receive a quote from Mandry for any of these types of items from the Mandry Design Desk. The client will review and sign the quote if they want to move forward with the project.
- b) After-Hours labor, the client will agree to this type of work before Mandry engages
- c) Cabling/wiring and testing, which can be quoted per engagement
- d) Printer hardware maintenance and parts

IV. **After Hours Rates-** Costs of Services for support outside of standard business hours of M-F 8am-5pm:

Rate Types	Day 8:00 AM - 5:00 PM (Mon-Fri)	Evening 5:00 PM - 12:00 AM (Mon-Fri)	Weekend 8:00 AM - 12:00 AM (Sat & Sun)	Night 12:00 AM - 8:00 AM (Mon-Sun)
Network Engineer	Included	\$202	\$202	\$270

EXHIBIT "A"

I. Summary of supported devices and services:

- 200GB Compressed Backup – Business Continuity Disaster Recovery (BCDR)

II. Bi-annual Review and Rates

- a. Each six months, Mandry will meet with client to discuss equipment summary.
 - i. *All rates except for off-site backup are set for a six month period and will not change, unless and until, there is an equipment/online backup size change, which may adjust the Monthly Services Fee.*

III. One Time Onboarding Fee: NA

IV. Monthly Services Fee: \$625.00

The Parties have entered into the Master Agreement and wish to add additional products and services to the Master Agreement. This Addendum coupled with all exhibits, is supplemental to the Master Agreement and in no way supersedes the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following date:

Date: _____

CLIENT

Printed Name and Title

Authorized Signature

Mandry Technology Solutions, LLC

Thomas Mandry, President

Authorized Signature

This Addendum to the Mandry Technology Services Agreement (the “Master Agreement”) is made and entered into by and among the parties identified below and is as follows:

I. Managed Services

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 - iii) Reactive Support Services
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- b) Services will be provided and delivered by the following methodologies:
 - i) Dedicated, Virtual CIO providing business technology summary, operational & strategic planning
 - ii) Remote technical support with escalation procedures for required onsite services
 - iii) Advanced technology toolkit for monitoring core infrastructure and pc’s, comprehensive security management, including Anti-virus management
 - iv) Best practices technology management utilizing ongoing technology checklist and quarterly services reports
 - v) Secure Online Backup administration and management services

II. Service Conditions

- a) Services are provided per documented computer network, **Exhibit A**
- b) All hardware referenced in **Exhibit A** is owned by the client
- c) Additional / new hardware, not outlined in **Exhibit A**, will be reviewed and assessed on a semi-annual basis
- d) Services are provided to apply manufacturer business software updates to associated servers and desktops, as required

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- f) Proactive after-hours work e.g. patches, updates, and general maintenance required to be performed outside of normal business hours (M-F 8:00am-5:00pm) is included, but must be coordinated and scheduled with the support department a minimum of 2 business days in advance

III. **Exclusions in Monthly Fixed Cost**

- a) New Projects which are defined as: (new hardware, new software, software upgrades, cloud services, and site to site vpn tunnels). The client will receive a quote from Mandry for any of these types of items from the Mandry Design Desk. The client will review and sign the quote if they want to move forward with the project.
- b) After-Hours labor, the client will agree to this type of work before Mandry engages
- c) Cabling/wiring and testing, which can be quoted per engagement
- d) Printer hardware maintenance and parts

IV. **After Hours Rates-** Costs of Services for support outside of standard business hours of M-F 8am-5pm:

Rate Types	Day 8:00 AM - 5:00 PM (Mon-Fri)	Evening 5:00 PM - 12:00 AM (Mon-Fri)	Weekend 8:00 AM - 12:00 AM (Sat & Sun)	Night 12:00 AM - 8:00 AM (Mon-Sun)
Network Engineer	Included	\$202	\$202	\$270

EXHIBIT "A"

I. Summary of supported devices and services:

- 500GB Compressed Backup – Business Continuity Disaster Recovery (BCDR)

II. Bi-annual Review and Rates

- a. Each six months, Mandry will meet with client to discuss equipment summary.
 - i. *All rates except for off-site backup are set for a six month period and will not change, unless and until, there is an equipment/online backup size change, which may adjust the Monthly Services Fee.*

III. One Time Onboarding Fee: NA

IV. Monthly Services Fee: \$1,100.00

The Parties have entered into the Master Agreement and wish to add additional products and services to the Master Agreement. This Addendum coupled with all exhibits, is supplemental to the Master Agreement and in no way supersedes the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following date:

Date: _____

CLIENT

Printed Name and Title

Authorized Signature

Mandry Technology Solutions, LLC

Thomas Mandry, President

Authorized Signature

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 - i) Dedicated, Virtual CIO providing business technology summary, operational & strategic planning
 - ii) Remote technical support with escalation procedures for required onsite services
 - iii) Advanced technology toolkit for monitoring core infrastructure and pc’s, comprehensive security management, including Anti-virus management
 - iv) Best practices technology management utilizing ongoing technology checklist and quarterly services reports
 - v) Secure Online Backup administration and management services

II. Service Conditions

- a) Services are provided per documented computer network, **Exhibit A**
- b) All hardware referenced in **Exhibit A** is owned by the client
- c) Additional / new hardware, not outlined in **Exhibit A**, will be reviewed and assessed on a semi-annual basis
- d) Services are provided to apply manufacturer business software updates to associated servers and desktops, as required

- e) Reactive break/fix after-hours work is not included and will be billed separately per the published hourly rates for the services period, outlined in ***Service Hours and Rates*** below
- f) Proactive after-hours work e.g. patches, updates, and general maintenance required to be performed outside of normal business hours (M-F 8:00am-5:00pm) is included, but must be coordinated and scheduled with the support department a minimum of 2 business days in advance

III. **Exclusions in Monthly Fixed Cost**

- a) New Projects which are defined as: (new hardware, new software, software upgrades, cloud services, and site to site vpn tunnels). The client will receive a quote from Mandry for any of these types of items from the Mandry Design Desk. The client will review and sign the quote if they want to move forward with the project.
- b) After-Hours labor, the client will agree to this type of work before Mandry engages
- c) Cabling/wiring and testing, which can be quoted per engagement
- d) Printer hardware maintenance and parts

IV. **After Hours Rates-** Costs of Services for support outside of standard business hours of M-F 8am-5pm:

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Network Engineer	Included	\$202	\$202	\$270

EXHIBIT "A"

I. Summary of supported devices and services:

- 7 Servers
- 1 SAN
- 4 Switches
- 4 Firewalls
- 1 ShoreTel Phone System
- 9 Wireless Access Points
- 7 Server Patching (Software Updates)
- 7 Cloud Anti-virus licenses
- Unlimited labor during normal business hours (M-F 8am-5pm)
- Travel time/mileage included during business hours
- Monitoring of covered hardware
- Service support on covered hardware
- CIO - Strategy – IT planning and budgeting
- Server preventative maintenance
- Monitoring anti-virus system
- Advanced Network and Bandwidth Monitoring (Router, Firewall, Switch, Internet)
- Automation and autoresponders
- Asset reporting
- Technology summary and planning
- Updated diagrams
- Regular Best Practice implementation
- Business application functionality support

II. Bi-annual Review and Rates

- a. Each six months, Mandry will meet with client to discuss equipment summary.
 - i. *All rates except for off-site backup are set for a six month period and will not change, unless and until, there is an equipment/online backup size change, which may adjust the Monthly Services Fee.*

III. One Time Onboarding Fee: NA

IV. Monthly Services Fee: \$3,260.00

The Parties have entered into the Master Agreement and wish to add additional products and services to the Master Agreement. This Addendum coupled with all exhibits, is supplemental to the Master Agreement and in no way supersedes the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following date:

Date: _____

CLIENT

Printed Name and Title

Authorized Signature

Mandry Technology Solutions, LLC

Thomas Mandry, President

Authorized Signature

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 - iii) Advanced technology toolkit for monitoring core infrastructure and pc’s, comprehensive security management, including Anti-virus management
 - iv) Best practices technology management utilizing ongoing technology checklist and quarterly services reports
 - v) Secure Online Backup administration and management services

II. Service Conditions

- a) Services are provided per documented computer network, **Exhibit A**
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- c) Additional / new hardware, not outlined in **Exhibit A**, will be reviewed and assessed on a semi-annual basis
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III. **Exclusions in Monthly Fixed Cost**

- a) New Projects which are defined as: (new hardware, new software, software upgrades, cloud services, and site to site vpn tunnels). The client will receive a quote from Mandry for any of these types of items from the Mandry Design Desk. The client will review and sign the quote if they want to move forward with the project.
- b) After-Hours labor, the client will agree to this type of work before Mandry engages
- c) Cabling/wiring and testing, which can be quoted per engagement
- d) Printer hardware maintenance and parts

IV. **After Hours Rates- Costs of Services for support outside of standard business hours of M-F 8am-5pm:**

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Network Engineer	Included	\$202	\$202	\$270

EXHIBIT "A"

I. Summary of supported devices and services:

- 700GB Compressed **Off-site Backup** – Business Continuity Disaster Recovery (BCDR)
- Advanced Network and Bandwidth Monitoring (Router, Firewall, Switch, Internet)
- Automation and autoresponders
- Hosted Tools

II. Bi-annual Review and Rates

- a. Each six months, Mandry will meet with client to discuss equipment summary.
 - i. *All rates except for off-site backup are set for a six month period and will not change, unless and until, there is an equipment/online backup size change, which may adjust the Monthly Services Fee.*

III. One Time Onboarding Fee: NA

IV. Monthly Services Fee: \$570.00

The Parties have entered into the Master Agreement and wish to add additional products and services to the Master Agreement. This Addendum coupled with all exhibits, is supplemental to the Master Agreement and in no way supersedes the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following date:

Date: _____

CLIENT

Printed Name and Title

Authorized Signature

Mandry Technology Solutions, LLC

Thomas Mandry, President

Authorized Signature

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 - ii) Remote technical support with escalation procedures for required onsite services
 - iii) Advanced technology toolkit for monitoring core infrastructure and pc’s, comprehensive security management, including Anti-virus management
 - iv) Best practices technology management utilizing ongoing technology checklist and quarterly services reports
 - v) Secure Online Backup administration and management services

II. Service Conditions

- a) Services are provided per documented computer network, **Exhibit A**
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- c) Additional / new hardware, not outlined in **Exhibit A**, will be reviewed and assessed on a semi-annual basis
- d) Services are provided to apply manufacturer business software updates to associated servers and desktops, as required

- e) Reactive break/fix after-hours work is not included and will be billed separately per the published hourly rates for the services period, outlined in ***Service Hours and Rates*** below
- f) Proactive after-hours work e.g. patches, updates, and general maintenance required to be performed outside of normal business hours (M-F 8:00am-5:00pm) is included, but must be coordinated and scheduled with the support department a minimum of 2 business days in advance

III. **Exclusions in Monthly Fixed Cost**

- a) New Projects which are defined as: (new hardware, new software, software upgrades, cloud services, and site to site vpn tunnels). The client will receive a quote from Mandry for any of these types of items from the Mandry Design Desk. The client will review and sign the quote if they want to move forward with the project.
- b) After-Hours labor, the client will agree to this type of work before Mandry engages
- c) Cabling/wiring and testing, which can be quoted per engagement
- d) Printer hardware maintenance and parts

IV. **After Hours Rates-** Costs of Services for support outside of standard business hours of M-F 8am-5pm:

Rate Types	Day 8:00 AM - 5:00 PM (Mon-Fri)	Evening 5:00 PM - 12:00 AM (Mon-Fri)	Weekend 8:00 AM - 12:00 AM (Sat & Sun)	Night 12:00 AM - 8:00 AM (Mon-Sun)
Network Engineer	Included	\$202	\$202	\$270

EXHIBIT "A"

I. Summary of supported devices and services:

- 50 PC's (Reactive and On-site support)
- 50 PC Patch Management
- 50 PC Patching (Software Updates)
- 50 Cloud Anti-virus licenses
- 50 Cloud Anti-spam licenses
- Unlimited labor during normal business hours (M-F 8am-5pm)
- Travel time/mileage included during business hours
- Service support on covered hardware
- CIO - Strategy – IT planning and budgeting
- Monitoring anti-virus system
- Workstation preventative maintenance
- Automation and autoresponders
- Asset reporting
- Technology summary and planning
- Regular Best Practice implementation
- Business application functionality support

II. Bi-annual Review and Rates

- a. Each six months, Mandry will meet with client to discuss equipment summary.
 - i. *All rates except for off-site backup are set for a six month period and will not change, unless and until, there is an equipment/online backup size change, which may adjust the Monthly Services Fee.*

III. One Time Onboarding Fee: NA

IV. Monthly Services Fee: \$3,000.00

The Parties have entered into the Master Agreement and wish to add additional products and services to the Master Agreement. This Addendum coupled with all exhibits, is supplemental to the Master Agreement and in no way supersedes the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following date:

Date: _____

CLIENT

Printed Name and Title

Authorized Signature

Mandry Technology Solutions, LLC

Thomas Mandry, President

Authorized Signature

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: OCTOBER 16, 2018

AGENDA ITEM: 7

**SUBJECT: APPROVAL OF FY 2017/2018 BUDGET CARRYFORWARD TO
FY 2018/2019 BUDGET:**

PROCEEDING:

SUBMITTED BY: City Staff

SUMMARY STATEMENT

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.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ 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 _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

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

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 8

SUBJECT: 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:

PROCEEDING: Resolution

SUBMITTED BY: City Staff

AUTHORITY: Section 104.31 of the Texas Utilities Code

SUMMARY STATEMENT

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. (*City Manager*)

DISCUSSION _____

Motion by Council Member _____ 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 _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, 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; 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.

WHEREAS, the City of Lamesa, Texas ("City") is a gas utility customer of Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of the Steering Committee of Cities served by Atmos ("Cities"), a coalition of similarly-situated cities served by Atmos West Texas that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process

instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance earlier this year; and

WHEREAS, on about April 1, 2018, Atmos West Texas filed its 2018 RRM rate request with Cities based on a test year ending December 31, 2017; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2018 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of \$6.1 million on a system-wide basis (\$2.6 million of which is applicable to Cities' members); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the Exhibit A rate tariffs incorporate the federal income tax rates that became effective January 1, 2018; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$6.1 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2018 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional \$6.1 million in revenue on a system-wide basis over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos West Texas' next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 6. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2018 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2018.

Section 11. That a copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Geoffrey Gay, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 18th day of September, 2018.

Josh Stevens, Mayor

ATTEST:

APPROVED AS TO FORM:

Betty Conde, City Secretary

Russell Casselberry, City Attorney

August 24, 2018

MODEL STAFF REPORT

BACKGROUND AND SUMMARY

The City, along with 66 other West Texas cities served by Atmos Energy Corporation, West Texas Division (“Atmos West Texas” or “Company”), is a member of the Steering Committee of Cities Served by Atmos West Texas (“Cities”). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities earlier this year. On or about April 1, 2018, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2017, entitled it to additional revenues of \$9.5 million. Application of the standards set forth in the Cities’ RRM Tariff required Atmos to reduce its request to \$6.8 million. After review of Cities’ consultants’ report and negotiations with Cities’ Executive Committee, Atmos agreed to a system-wide rate increase of \$6.1 million. That increase when allocated between Cities, the Amarillo/Lubbock coalition, and environs results in an increase to Cities of \$2.6 million. The Effective Date for new rates is October 1, 2018. Cities should take action approving the Resolution before the end of September.

PROOF OF REVENUES

Atmos generated proof of revenues associated with the Resolution and attached rate tariffs. That proof is attached as Attachment 1 to this Staff Report. Cities' consultants have confirmed the accuracy of the proof.

BILL IMPACT

Given the fact that Cities demanded that Atmos reflect reduced federal income tax expense, as specified in the RRM tariff adopted earlier this year, Atmos reduced its rates in March. The rate increase associated with the Resolution is largely offset by the lowered federal income tax expense, such that out-of-pocket expense should be roughly the same under new rates as what was experience by consumers last winter. A bill impact estimate is attached as Attachment 2.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Steering Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS

1. This section approves all findings in the Resolution.

2. This section adopts the attached RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$6.1 million on a system-wide basis. Settling Cities will be responsible for \$2.6 million of the \$6.1 million.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate settings.
5. This section approves an exhibit to be used in future rate cases regarding recovery of regulatory liabilities, such as excess deferred income taxes.
6. This section requires the Company to reimburse the City for expenses associated with adoption of the Resolution.
7. This section repeals any resolution or ordinance that is inconsistent with this Resolution.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Steering Committee.

WEST TEXAS DIVISION 2018 WEST TEXAS CITIES RRM SETTLEMENT SUMMARY

OVERVIEW

- On April 3, 2018, Atmos Energy's West Texas Division submitted its first filing under the new RRM (Rate Review Mechanism) with the West Texas Cities coalition for an increase in rates of approximately \$4 million.
- A settlement was reached with the Company and the West Texas Cities for an annual increase of \$2.6 million.
- The effective date of the rate change is October 1, 2018. Average bill impacts, inclusive of gas cost for the affected incorporated areas of the West Texas Cities rate division are shown in the table below:

WEST TEXAS CITIES RATE DIVISION (INCORPORATED ONLY)

Customer Class	Current Bill	Proposed Bill	Difference	Percentage Increase with Gas Cost
Residential	\$45.87	\$47.25	\$1.38	3.01%
Commercial	\$172.10	\$176.04	\$3.93	2.29%
Industrial	\$3,264.48	\$3,309.76	\$45.28	1.39%
Transportation	\$922.93	\$968.21	\$45.28	N/A
Public Authority	\$509.87	\$519.96	\$10.09	1.98%

*Gas Costs are not applicable to Transportation customers

- The WTX Environs and the cities of Amarillo, Lubbock, Dalhart and Channing are not affected by this rate change.

**WEST TEXAS DIVISION
2018 WEST TEXAS CITIES
RRM SETTLEMENT SUMMARY**

**WEST TEXAS CITIES RATE JURISDICTION
(INCORPORATED ONLY)
CURRENT RATES**

Customer Class	Customer Charge	Consumption Charge
Residential	\$ 15.50	\$ 0.18415 per Ccf
Commercial	\$ 41.25	\$ 0.12690 per Ccf
Industrial/Transportation	\$ 382.50	\$ 0.08656 per Ccf
Public Authority	\$ 117.00	\$ 0.11071 per Ccf

**WEST TEXAS CITIES RATE JURISDICTION
(INCORPORATED ONLY)**

NEW RATES

Customer Class	Customer Charge	Consumption Charge
Residential	\$ 16.10	\$ 0.19875 per Ccf
Commercial	\$ 43.25	\$ 0.13423 per Ccf
Industrial/Transportation	\$ 409.00	\$ 0.08944 per Ccf
Public Authority	\$ 122.25	\$ 0.11661 per Ccf

**WEST TEXAS DIVISION
2018 WEST TEXAS CITIES
RRM SETTLEMENT SUMMARY**

FAQs

Q. Why does the Atmos Energy need a rate increase?

A. The West-Texas Division of Atmos Energy continues to make investment in its infrastructure to maintain a safe and reliable system. We have invested over \$105 million in capital since the last review of rates. Atmos Energy filed for a rate increase so that it may have an opportunity to recover these costs and earn a fair and reasonable return on its investment. It's important to note that even with the rate increase; the average residential customer's bill is approximately 24% lower than bills in FY 2008. This is because the Company's gas purchasing practices have taken advantage of the decreasing price of natural gas in the market and passed this savings on to customers.

Q. What is a Rate Review Mechanism ("RRM")?

A. An RRM is an agreement that allows the Company's rates to be reviewed and adjusted annually as appropriate in an expedited and cost effective manner. An RRM was established for the West Texas rate division as part of settlement. An RRM agreement was not part of the Amarillo and Lubbock settlement agreements.

Q. Who is affected by the RRM filing?

A. The RRM filing only affects the incorporated cities of the West Texas Cities Rate Division. The cities of Amarillo, Lubbock, Dalhart and Channing are not affected by this rate filing.

Q. Will this RRM result in uniform, system wide rates across Atmos Energy's West Texas Division?

A. No. Although the rates are set consistent with a system wide cost of service, rate designs will continue to vary for each rate jurisdiction.

Q. How will I be notified of the rate increase?

A. Customers were notified by bill insert at the time of Atmos Energy's filing. Customers were notified through bill insert if they received a paper bill in the mail. Customers receiving their bill electronically were notified through an email.

Q. Are any additional steps required for the rate increase to go into effect?

A. Yes, each affected City (68 in total) will be required to pass an Ordinance by their respective City councils prior to October 1st for the rates to go into effect for their individual City. Note, the attached proposed resolution has been recently sent to each City.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 9

SUBJECT: **APPROVAL OF TMLIEBP HEALTH INSURANCE RE-RATE:**
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to consider approving the Calendar Year 2019 TMLIEBP health insurance re-rate (approximately 7% increase over prior year).

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the Calendar Year 2019 TMLIEBP health insurance re-rate (approximately 7% increase over prior 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.



TML MultiState Intergovernmental Employee Benefits Pool Rerate Notice and Benefit Verification Form

Lamesa

Original

Plan Year 2018-2019 (12 Months)

Rates are subject to change if there is any legislation passed during the plan year affecting benefits.
Supplemental benefits cannot be accessed without accessing the TML MultiState IEBP Medical Benefit Plan

Medical

Employer Group Medical Plan

<u>Plan</u>	<u>Benefit Percent</u>	<u>In Net Ded</u>	<u>Out Net Ded</u>	<u>In Net OOP</u>	<u>Office Visit</u>	<u>XRay & Lab in OV</u>	<u>Rates</u>	<u>Current</u>	<u>New</u>
P85-200-30-Mac A Choice	80/50	\$2000	\$2250	\$3000	\$35	No	Employee:	\$464.78	\$497.32
							Spouse:	\$459.06	\$491.20
							Child(ren):	\$309.42	\$331.08
							Family:	\$780.68	\$835.34

Dental IV

	<u>Current Rate</u>	<u>New Rate</u>
Employee:	\$28.44	\$28.44
Spouse:	\$38.38	\$38.38
Child(ren):	\$32.66	\$32.66
Family:	\$56.80	\$56.80

Vision Plan

No Vision Coverage

Calendar Year Pre-65 Retiree Medical

No Pre-65 Retiree Medical Coverage

Calendar Year Pre-65 Retiree Dental

No Pre-65 Retiree Dental Coverage

Calendar Year Pre-65 Retiree Vision

No Pre-65 Retiree Vision Coverage

LTD

No LTD Coverage

STD

No STD Coverage

Basic Life and AD&D

No Basic Life and AD&D Coverage

Dependent Life

No Dependent Life Coverage

Voluntary AD&D

No Voluntary AD&D Coverage

Additional Employee Life and AD&D

No Additional Employee Life and AD&D Coverage

Basic & Additional Retiree Life

No Basic & Additional Retiree Life Coverage

Continuation of Coverage (COC)

Yes

Benefit Waiting Period

Medical: 1st of mo after 60 days

Life: 1st of mo after 60 days

Medical Network

Choice Plus

Flex, HRA, HSA & RRA

Flex Admin

Yes

HRA Admin

No

HSA Admin

No

RRA Admin

No

Select one of the following options for Flex:

- ☐ Debit Card Flex (\$3.70 per participant per month)
- ☐ Paper Flex (\$5 per participant per month)

Select one or all of the following options for HRA, HSA & RRA:

- ☐ HRA (\$3.70 per participant per month - debit card only)
- ☐ Qualified HSA (\$3.70 per participant per month - debit card only)
- ☐ RRA (\$3.70 per participant per month - debit card only)

If employer accesses Debit Card Flex and/or HRA, HSA or RRA, only one charge of \$3.70 per participant per month will be incurred.

Medication Therapy Management Program

MAC A Plan: If a brand name drug is dispensed and a generic alternate drug exists, the **Covered Individual pays the difference between the brand name and generic price** in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The MAC differential applies to all prescriptions purchased through this program when a generic alternate is available. Consumer Centered Plans and MTMP SELECT PLAN are MAC A Plans Only

MAC C Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the appropriate brand copay.

Lessor of Benefit: Through the OptumRx network contract, the covered individual's out of pocket expense is managed by the pharmacy network agreement that the covered individual will receive the most advantageous pricing. This would be determined by the lessor of pharmacy contracts, Usual & Customary cost (U&C), copayments or the discounted cost the covered individual would be charged. Due to the lessor of Benefit the OptumRx Reportal will be an important price transparency resource to ensure covered individual is purchasing the prescription from the most cost effective pharmacy.

Employers will have the choice to access one of the two Medication Therapy Management Plans:

- **SELECT MTMP PLAN:** (MAC A Plan Only): Premium Formulary and Cost Share Medications Excluded
- **CHOICE MTMP PLAN:** Select Formulary and 1-30 days \$150.00/ 31-60 days \$300.00/ 61-90 days \$450.00 Cost Share Copay out of pocket expense

Covered Individual Copayments/Financial Responsibility

Preferred Retail Pharmacies*				
Tier	Benefit	1 - 30 Days Supply	31 - 60 Days Supply	61 - 90 Days Supply
	Generic medications	\$5	\$10	\$15
	Preferred branded medications	\$38	\$76	\$114
	Non-Preferred branded medications	\$60	\$120	\$180

* The OptumRx Preferred Network of Pharmacies includes HEB and Walmart (not Sam's Club)

National/Broad Network Retail Pharmacies				
Tier	Benefit	1 - 30 Days Supply	31 - 60 Days Supply**	61 - 90 Days Supply**
	Generic medications	\$10	\$20	\$30
	Preferred branded medications	\$43	\$86	\$129
	Non-Preferred branded medications	\$65	\$130	\$195

* Available at participating OptumRx Retail-90 pharmacies. To determine if your pharmacy is a Retail-90 pharmacy, you may call OptumRx' Member Customer Service at (888) 543-1369.

Value Based Benefits for Chronic Conditions (Diabetes, Hypertension & High Cholesterol)*				
Tier	Benefit	1 - 30 Days Supply**	31 - 60 Days Supply	61 - 90 Days Supply
	Generic medications	\$0	\$5	\$10
	Preferred branded medications	\$38	\$76	\$114
	Non-Preferred branded medications	\$60	\$120	\$180

* Available at participating OptumRx Retail-90 pharmacies. To determine if your pharmacy is a Retail-90 pharmacy, you may call OptumRx' Member Customer Service at (888) 543-1369.

** Value Based Benefit Copays are applicable at the preferred, national/broad network.

Mail Service		
Tier	Benefit	Up to 90 Days Supply
	Generic medications	\$15
	Preferred branded medications	\$114
	Non-Preferred branded medications	\$180

Take advantage of home delivery by online registration: Visit optumrx.com/myCatamaranRx: register and follow the simple step-by-step instructions. You can manage your medication online, including filing new prescriptions and transferring other prescriptions to home delivery. You can also set up text message reminders to help manage your medication schedule. Be sure to have your IEBP medical plan ID card and medication bottles on hand to have the required information.

Retail/Mail Order Cost Share Medications*				
Tier	Benefit	1 - 30 Days Supply	31 - 60 Days Supply	61 - 90 Days Supply
	Branded or generic Cost Share medications (regardless of pharmacy or pharmacy network)	\$150	\$300	\$450

* Cost Share medications are certain branded and generic medications for which there are lower cost therapeutic alternative medications. These therapeutic alternatives should provide equal or similar medication therapy for a covered individual when properly dosed. Cost share medications are identified in the Cost Share Copay Drugs section of this guide.

BrioRx Specialty Pharmacy				
Tier	Benefit	1 - 30 Days Supply	31 - 60 Days Supply**	61 - 90 Days Supply**
	Specialty medications*	\$100	N/A	N/A
	Biosimilar and generic specialty medications	\$75	N/A	N/A

* Specialty medications are typically medications requiring special storage, handling, administration and patient monitoring; or is taken for complex or rare patient conditions. Some specialty medications are sometimes biotechnology medications

** Specialty medications are limited to no more than a 30-day supply of the medication per prescription fill.

Affordable Care Act Benefits*			
Benefit	1 - 30 Days Supply	31 - 60 Days Supply	61 - 90 Days Supply*
Smoking cessation medications - Nicorette Gum, Nicotine Replacement Lozenge, Nicotine Replacement Patch, Nicotrol Inhaler, Nicotrol Nasal Spray. Quantity limits apply (six month's supply per plan year).	\$0	\$0	N/A
Preventative statin medications – Includes low to mid-strength statin medications, atorvastatin, lovastatin, and simvastatin. Lovastatin covered without a prior authorization.	\$0	N/A	N/A
Other preventative medications – aspirin (men aged 45-79, women aged 55-79); folic acid (women of childbearing age); fluoride tablets and solution (for children aged zero to five years old – toothpastes and rinses do not qualify); chemoprevention supplements, iron deficiency supplements; vitamin D (65 years and over); and bowel preparation medications OTC (Bisacodyl EC Tab, magnesium citrate solution, polyethylene glycol 3350).	\$0	N/A	N/A

* Over the counter medications covered with this benefit require a prescription from your provider.

Monthly Employer Subsidy or Defined Contribution Amounts

Due to the employer customization regarding defined contribution amount for employees, part-time employees that meet the definition of an active employee (an Employee who works at least twenty (20) hours per week or is accessing vacation, sick or paid/unpaid Family Medical Leave Act of 1993 (FMLA) and is receiving the same benefits as all other employees) and/or dependents, TML MultiState Intergovernmental Employee Benefits Pool requests the below information to ensure accurate information is maintained in the enrollment, eligibility and billing adjudication system.

Employer Funded Defined Contribution

Dependent Additional Employer Subsidy or Defined Contribution

	<u>Employee</u>		<u>Spouse</u>		<u>Child</u>		<u>Family</u>	
	Amount	% of Rate	Amount	% of Rate	Amount	% of Rate	Amount	% of Rate
Active Employees								
Employer Subsidy	\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %	
Employer Defined Contribution	\$ _____		\$ _____		\$ _____		\$ _____	
Retirees	\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %	

Additional Employer Funding for HRA, FSA or HSA (Example criteria: 100% participation in Employer Fair; Receipt of Healthy Initiative Payment)

HRA	\$ _____	Criteria: _____
Employer Contribution to FSA	\$ _____	Criteria: _____
Employer Contribution to HSA	\$ _____	Criteria: _____

NOTE: If you have funding requirements that cannot be specified in the above form, please contact your Billing & Eligibility Representative.

	2019	2018*	2017
Limitation on deductions for an individual with self-only coverage under a qualified high deductible health plan (HDHP)	\$3,500	\$3,450	\$3,400
Limitation on deductions for an individual with family coverage under an HDHP	\$7,000	\$6,900	\$6,750
Annual deductible for self-only coverage that is not less than	\$1,350	\$1,350	\$1,300
Annual deductible for family coverage that is not less than	\$2,700	\$2,700	\$2,600
Qualified High Deductible/H.S.A. Health Plan MOOP amount/Annual out of pocket expenses (deductibles, copayments, and other amounts, but not premiums) for self-only coverage	\$6,750	Do not exceed \$6,650	Do not exceed \$6,550
Qualified High Deductible/H.S.A. Health Plan MOOP amount/Annual out of pocket expenses (deductibles, copayments, and other amounts, but not premiums) for family coverage	\$13,500	Do not exceed \$13,300	Do not exceed \$13,100
The PPO MOOP amount	Individual: \$7,900 Family: \$15,800	Individual: \$7,350 Family: \$14,700	Individual: \$7,150 Family: \$14,300

* Plan Year 2018-2019 IEBP will use the Calendar Year 2018 Federal Government Maximum Out of Pocket Regulations. If you are age 55 or older by the end of the year you can contribute additional \$1,000 to your H.S.A. If both husband and wife are age 55 or older, they must have two HSA accounts if they want to contribute the maximum.

Signature Section

The undersigned employer hereby acknowledges that for an employee to receive coverage, TML MultiState Intergovernmental Employee Benefits Pool (IEBP) must receive enrollment information within thirty-one (31) days of the commencement of employment regardless of whether the Employer has a waiting or a waiting and orientation period. If an employee is not enrolled within thirty-one (31) days of hire, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

Employer

Authorized Signature

Date

Printed Name

Title

The entity named on this Rerate and Benefit Verification Form desires large claim information as specified in Article 21.49-15 of the Insurance Code in Section 2.(2), to be for individual claims that reach or exceed \$35,000 during the plan year. This information is considered confidential for purposes of Chapter 552 of the Local Government Code.

The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TML MultiState IEBP reserves the right to revise rates due to census change and underwriting impact.

Tax ID Number

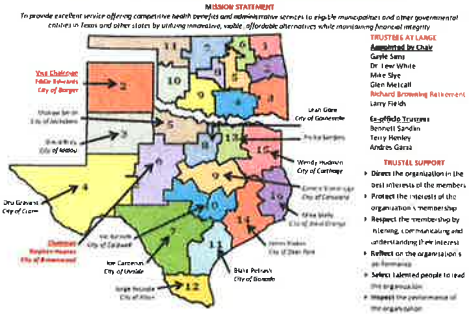
Authorized Signature

Date

MEMORANDUM

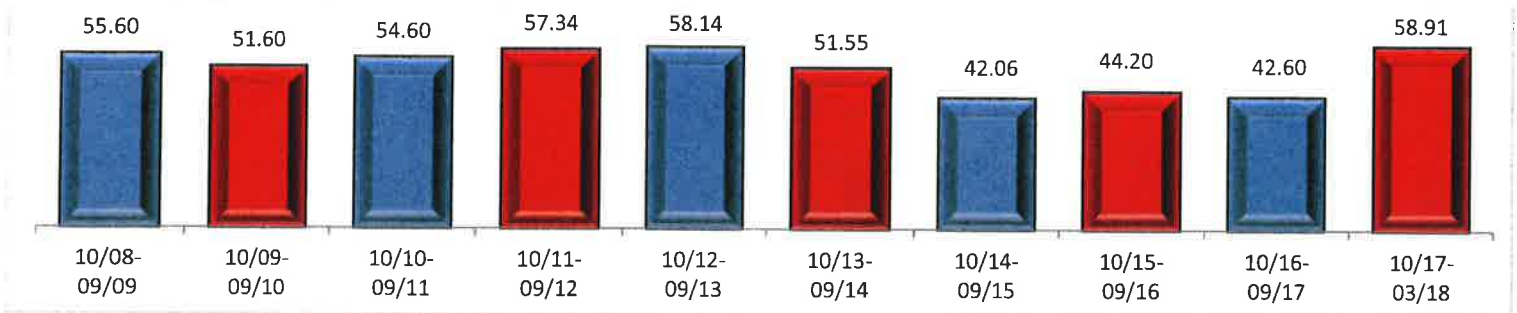
TO: TML MultiState IEBP Pool/Mini-Pool Members
DATE: May 2018
RE: 2018-2019 Plan Year Renewal

MultiState, Managed by Political Subdivisions.



Improving the IEBP Membership Experience • Invest in the Tenured Political Subdivision Employees with TML MultiState IEBP, your Trusted Advisor for All Things Healthcare • IEBP Continues to Manage the Integrity of Your Healthcare Dollar

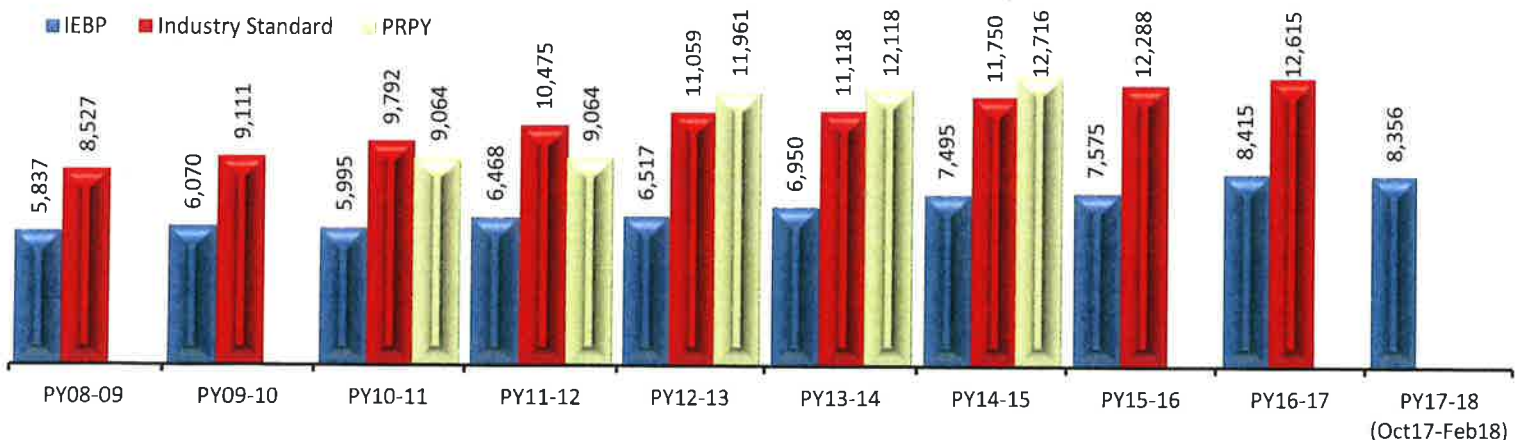
Membership Equity



PEPY Cost of Healthcare Update

Claim Dollar Per Employee Per Year

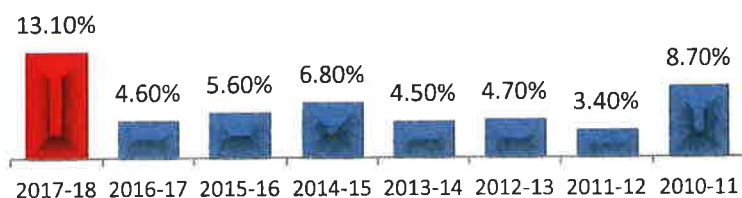
Per Member Per Month (PMPM)	FY2017-18	FY2016-17
PEPY (Per Employee Per Year) (with admin)	\$8,356.19	\$8,414.99
PEPY (w/o admin)	\$7,488.23	\$7,557.10
Employee PMPY (Per Member Per Year) (w/o admin)	\$5,543.55	\$5,213.04
Dependent Spouse PMPY (Per Member Per Year)	\$7,915.17	\$8,318.07
Dependent Child PMPY (w/o admin)	\$2,110.88	\$2,847.72
Total Dependent PMPY (w/o admin)	\$3,563.85	\$4,245.92



Source: Mercer, November 2, 2017

Regulatory Benefit Expansion Cost Impact

PPACA Cost Impact to Rates: 2017-2018 Average Rate Increase 13.1%



Expanded Benefit Risk \$29.0 million
Expanded Benefit Risk 15.78%

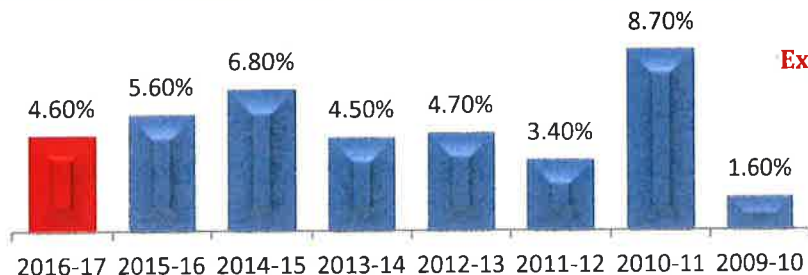
**Federal Liaison Services and
 PPACA Administrative Fees**
0.16%

15.94%

VS

**IEBP's Pooling
 Solution of 13.1%**

PPACA Costs for 2015-2016: 2016-2017 Average Rate Increase 4.6%



Expanded Benefit Risk \$49.9 million
 Discounts about **19.3%**

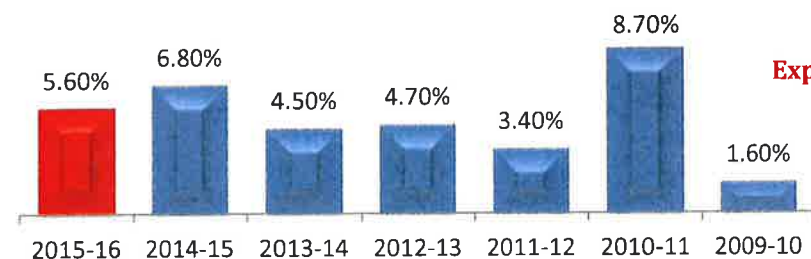
**Federal Liaison Services and
 PPACA Administrative Fees**
1.16%

20.46%

VS

**IEBP's Pooling
 Solution of 4.6%**

PPACA Costs for 2014-2015: 2015-2016 Average Rate Increase: 5.6%



Expanded Benefit Risk \$42.6 million
 Discounts about **10.9%**

**Federal Liaison Services and
 PPACA Administrative Fees**
1.04%

11.03%

VS

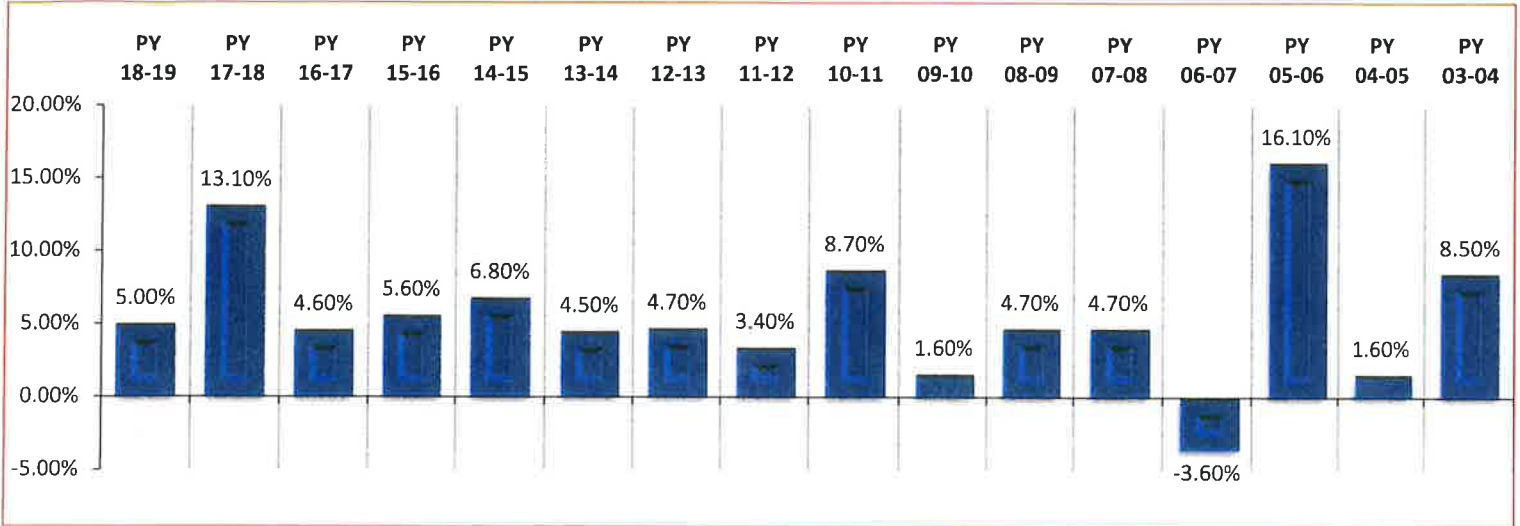
**IEBP's Pooling
 Solution of 5.6%**

Patient Centered Outcome Research Institute (PCORI)

Plan Years Ending	Plan Years Starting (assumes 12 mo plan yr)	Due Date	PCORI Amount/Est PMPY	Actual or Projected?
Oct – Dec 2012	Oct 2, 2011 – Jan 1, 2012	July 31, 2013	\$1.00	Actual
Jan – Sept 2013	Jan 2, 2012 – Oct 1, 2012	July 31, 2014	\$1.00	Actual
Oct – Dec 2013	Oct 2, 2012 – Jan 1, 2013	July 31, 2014	\$2.00	Actual
Jan – Sept 2014	Jan 2, 2013 – Oct 1, 2013	July 31, 2015	\$2.00	Actual
Oct – Dec 2014	Oct 2, 2013 – Jan 1, 2014	July 31, 2015	\$2.08	Actual
Jan – Sept 2015	Jan 2, 2014 – Oct 1, 2014	July 31, 2016	\$2.08	Actual
Oct – Dec 2015	Oct 2, 2014 – Jan 1, 2015	July 31, 2016	\$2.17	Actual
Jan – Sept 2016	Jan 2, 2015 – Oct 1, 2015	July 31, 2017	\$2.17	Actual
Oct – Dec 2016	Oct 2, 2015 – Jan 1, 2016	July 31, 2017	\$2.26	Projected
Jan – Sept 2017	Jan 2, 2016 – Oct 1, 2016	July 31, 2018	\$2.26	Projected
Oct – Dec 2017	Oct 2, 2016 – Jan 1, 2017	July 31, 2018	\$2.36	Projected
Jan – Sept 2018	Jan 2, 2017 – Oct 1, 2017	July 31, 2019	\$2.36	Projected
Oct – Dec 2018	Oct 2, 2017 – Jan 1, 2018	July 31, 2019	\$2.46	Projected
Jan – Sept 2019	Jan 2, 2018 – Oct 1, 2018	July 31, 2020	\$2.46	Projected

IEBP's Historical Pooling Solution for Stabilization of Rates

IEBP Historical Average Rate Increases



Regional Loss Ratio and Network Discounts

FY17-18 (Oct-April)		
Reg	Loss Ratio	Choice Plus Discounts Only
2	99.49%	48.69%
3	89.10%	60.12%
4	66.43%	61.11%
5	81.44%	43.14%
6	126.13%	54.01%
7	62.75%	59.58%
8	82.77%	57.54%
9	75.53%	58.08%
10	82.21%	61.53%
11	77.74%	67.67%
12	80.43%	69.17%
13	81.15%	59.32%
14	73.61%	62.00%
15	70.16%	62.91%
16	68.13%	63.12%
Total	79.90%	60.62%

FY17-18 (Oct-Feb)		
Reg	Loss Ratio	Choice Plus Discounts Only
2	105.21%	48.94%
3	71.87%	59.69%
4	70.32%	59.10%
5	80.53%	41.47%
6	128.19%	51.83%
7	55.96%	54.90%
8	87.43%	58.31%
9	77.45%	58.70%
10	86.31%	60.79%
11	73.47%	67.92%
12	80.16%	68.18%
13	80.29%	58.07%
14	75.10%	62.65%
15	80.36%	60.23%
16	65.84%	65.20%
Total	80.34%	60.27%

FY16-17	
Loss Ratio	Choice Plus Discounts Only
100.24%	53.60%
118.07%	60.74%
101.70%	55.16%
96.49%	43.73%
106.55%	53.31%
87.37%	54.76%
105.01%	55.78%
110.09%	59.88%
89.81%	59.03%
98.51%	62.52%
85.44%	68.92%
91.44%	58.02%
82.87%	61.34%
100.55%	63.68%
74.99%	64.03%
93.86%	59.74%

Dental Loss Ratio

Plan Year		2017-2018	2016-2017	2015-2016		2017-2018	2016-2017	2015-2016
October	MiniPool	91.89%	101.82%	112.22%	Pool	80.59%	83.76%	100.67%
November	MiniPool	90.80%	96.96%	99.39%	Pool	78.05%	78.33%	79.10%
December	MiniPool	86.83%	97.28%	97.50%	Pool	74.60%	79.04%	77.12%
January	MiniPool	72.65%	80.13%	97.46%	Pool	70.70%	75.93%	76.55%
February	MiniPool	78.26%	80.83%	95.88%	Pool	75.05%	77.70%	77.66%
March	MiniPool	80.94%	82.31%	101.48%	Pool	77.06%	77.48%	79.67%
April	MiniPool	80.76%	81.73%	100.60%	Pool	79.24%	77.14%	80.73%
May	MiniPool		83.00%	99.15%	Pool		77.00%	82.54%
June	MiniPool		84.91%	92.24%	Pool		76.98%	75.72%
July	MiniPool		82.02%	91.84%	Pool		75.77%	76.78%
August	MiniPool		83.80%	92.33%	Pool		76.18%	77.52%
September	MiniPool		83.57%	93.02%	Pool		75.12%	79.21%

Vision Loss Ratio

Plan Year		2017-2018	2016-2017	2015-2016		2017-2018	2016-2017	2015-2016
October	MiniPool	75.24%	63.68%	58.28%	Pool	65.07%	49.41%	51.98%
November	MiniPool	76.99%	66.78%	51.66%	Pool	67.80%	54.97%	44.13%
December	MiniPool	74.68%	65.83%	49.15%	Pool	65.78%	52.47%	39.43%
January	MiniPool	84.62%	70.33%	52.35%	Pool	66.35%	51.57%	38.80%
February	MiniPool	85.44%	65.22%	67.36%	Pool	69.20%	52.25%	46.97%
March	MiniPool	80.66%	67.58%	68.58%	Pool	68.43%	55.62%	51.20%
April	MiniPool	79.72%	68.42%	68.03%	Pool	69.09%	59.65%	54.96%
May	MiniPool		63.97%	65.51%	Pool		56.20%	55.81%
June	MiniPool		63.62%	59.94%	Pool		55.83%	50.62%
July	MiniPool		63.42%	58.50%	Pool		55.90%	49.71%
August	MiniPool		65.80%	58.09%	Pool		58.08%	49.98%
September	MiniPool		66.14%	56.29%	Pool		58.96%	48.75%

Dental and Vision Rates

Rates remain the same unless green font.

Dental	2018-2019	2018-2019	2017-2018	2017-2018
	Active	Pre 65	Active	Pre 65
	Dental II 0% Increase	Dental II 0% Increase	Dental II 0% Increase	Dental II 0% Increase
EE	\$9.28	\$19.48	\$9.28	\$19.48
Comp	\$16.34	\$34.26	\$16.34	\$34.26
Spouse	\$13.02	\$27.28	\$13.02	\$27.28
Child(ren)	\$11.16	\$23.42	\$11.16	\$23.42
Family	\$19.12	\$40.10	\$19.12	\$40.10
	Dental II (Vol) 0% Increase	Dental II (Vol) 0% increase	Dental II (Vol) 0% Increase	Dental II (Vol) 0% increase
EE	\$13.64	\$26.28	\$13.64	\$26.28
Comp	\$22.96	\$46.28	\$22.96	\$46.28
Spouse	\$18.32	\$36.86	\$18.32	\$36.86
Child(ren)	\$15.70	\$31.64	\$15.70	\$31.64
Family	\$26.86	\$54.16	\$26.86	\$54.16
	Dental III 10% Increase	Dental III 0% Increase	Dental III 0% Increase	Dental III 0% Increase
EE	\$41.40	\$67.90	\$37.64	\$67.90
Comp	\$64.94	\$106.52	\$59.04	\$106.52
Spouse	\$43.58	\$71.48	\$39.62	\$71.48
Child(ren)	\$47.94	\$78.62	\$43.58	\$78.62
Family	\$85.70	\$140.48	\$77.90	\$140.48
	Dental IV 0% Increase	Dental IV 0% Increase	Dental IV 0% Increase	Dental IV 0% Increase
EE	\$28.44	\$45.58	\$28.44	\$45.58
Comp	\$46.90	\$75.26	\$46.90	\$75.26
Spouse	\$38.38	\$61.60	\$38.38	\$61.60
Child(ren)	\$32.66	\$52.46	\$32.66	\$52.46
Family	\$56.80	\$91.18	\$56.80	\$91.18

Vision	2018-2019	2018-2019	2017-2018	2017-2018
	Active	Pre 65	Active	Pre 65
	Vision A 0% Increase	Vision A 15% Increase	Vision A 0% Increase	Vision A 0% Increase
EE	\$6.76	\$8.84	\$6.76	\$7.68
Family	\$13.50	\$17.62	\$13.50	\$15.32
	Vision A Voluntary 0% Increase	Vision A Voluntary 5% Increase	Vision A Voluntary 0% Increase	Vision A Voluntary 0% Increase
EE	\$9.38	\$11.20	\$9.38	\$10.66
Family	\$18.76	\$22.34	\$18.76	\$21.28
	Vision B 0% Increase	Vision B 15% Increase	Vision B 0% Increase	Vision B 0% Increase
EE	\$9.00	\$10.88	\$9.00	\$9.46
Family	\$18.00	\$21.74	\$18.00	\$18.90
	Vision B Voluntary 0% increase	Vision B Voluntary 0% increase	Vision B Voluntary 0% Increase	Vision B Voluntary 0% increase
EE	\$12.50	\$15.12	\$12.50	\$15.12
Family	\$25.00	\$30.20	\$25.00	\$30.20

Actual 2018-2019 – April 2018 Board Meeting Projection	
Medical Trend	5%
Prescription Trend	Non-Specialty: 2%; SpecialtyRx: 17%
Stop Loss	15% Estimated
Actual Average Rate Increase	5%

1. Domestic Adjudication
2. Global Adjudication



TML MultiState
Healthcare Solutions



MyBenefits
onDemand

Order Form

Please return form to:
512-719-6509 (Fax).

TML MultiState HEP (HEP) Website: [help.org](#)

Employer Internet Access Instructions:

- Go to [help.org](#) and click the "LogIn" link in the upper right hand corner of your screen. Enter your username and password and click the "Login" button.
- Once inside of the myHealth Portal, click on "Benefit Center" and click the "Supply Requests" link.
- As always, you may download any of our forms or guides from within the "Find a Form or Document" section.

Employer Name _____

Phone Number _____

State _____

Signature _____

Printed Name _____

Annual Renewal

The annual renewal will now be located under "Find a Form or Document". Once you have logged into the myHealth Portal, click on "Find a Form or Document", click on "Fund Contact", then "Bank Agreements" or "Signed Documents". Your paper renewal will be located within the Signed Documents section and your upcoming plan year renewal will be located within the Bank Agreements section.

1. On-Site Healthy Initiatives Program will transition to BiolQ/Hooper Holmes/Provant improved service with four (4) reminder reach out calls to Covered Individuals
2. Out of Network Reference Based Repricing Clear Health

Technology Improvements

1. Periodic Explanation of Benefits (EOB) distribution every twenty-one (21) days
2. Calendar Year 2018 Health Assessment transition to Wellbeing Assessment
3. MyIEBP Connect: YouTube Connections for Employee and Fund Contact at your Fingertips - Education

Procedural Updates

1. Eligibility documentation required or member placed on hold
2. Right of Recovery information required or member placed on hold
3. Prompt Pay in Good Faith Covered Individuals placed on hold until required information is received to IEBP

Plan Year Rerate Timeline 2018-2019

Employer Plan Year	Underwriting Month	1st Mailing	OES Groups Parameter & Rerate Sheets Due	B&E MDB Updates Done By	QC (DB Audit) Done By	HITECH AS400 Prep Time & PB Approval Done By	Sandbox goes Live for OES	Sandbox Feedback & Data Load Spreadsheet Due	Open Enrollment Dates
09/01/18	April	05/16	06/07	06/15	06/20	07/06	07/07	07/11	07/15-08/15
10/01/18	May	05/31	07/07	07/15	07/20	08/06	08/07	08/11	08/15-09/15
11/01/18	June	06/30	08/07	08/15	08/20	09/06	09/07	09/11	09/15-10/15
12/01/18	July	07/31	09/07	09/15	09/20	10/06	10/07	10/11	10/15-11/15
01/01/19	August	08/31	09/30	10/15	10/20	10/29	10/30	11/03	11/10-12/10
02/01/19	September	09/30	11/07	11/15	11/20	12/06	12/07	12/11	12/15-01/15
03/01/19	October	10/31	12/07	12/15	12/20	01/06	01/07	01/11	01/15-02/15
04/01/19	November	11/30	01/07	01/15	01/20	02/06	02/07	02/11	02/15-03/15
05/01/19	December	12/31	02/07	02/15	02/20	03/06	03/07	03/11	03/15-04/15
06/01/19	January	01/31	03/07	03/15	03/20	04/06	04/07	04/11	04/15-05/15
07/01/19	February	02/28	04/07	04/15	04/20	05/06	05/07	05/11	05/15-06/15
08/01/19	March	03/31	05/07	05/15	05/20	06/06	08/07	06/11	06/15-07/15

High Dollar Claim Review

Plan Year 2017-18	\$Amount (in Millions)														
Oct-Mar	\$2.0	\$2.05	\$2.15	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$3.755	\$4.0	\$4.5	\$5.0	\$5.5	\$7.5
# of Potential Covered Individuals	5		1		4				3	1		2			
Oct-Feb	\$2.0	\$2.05	\$2.15	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$3.755	\$4.0	\$4.5	\$5.0	\$5.5	\$7.5
# of Potential Covered Individuals	6				5	1			3	1		2			1
Oct-Nov	\$2.0	\$2.05	\$2.15	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$3.755	\$4.0	\$4.5	\$5.0	\$5.5	\$7.5
# of Potential Covered Individuals		1			4				3	1		2			1

Plan Year 2016-17	\$Amount (in Millions)														
Oct-Mar	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals	3	0	0	3	0	0	0	2	0	1	1	0			
Oct-Nov	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals	3	0	0	3	0	0	0	2	0	0	2	0			
Oct-Feb	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals	3	0	0	3	0	0	0	2	0	1	1	0			
Oct-Apr	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals															
Oct-July	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals															
Oct-Sept	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals															

Plan Year 2015-16	\$Amount (in Millions)														
Oct-Nov (December)	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals	2	0	1	2	2	0	0	2	1	3	1	0			
Oct-Feb	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals	3	0	1	5	3	0	1	2	1	3	2	0			
Oct-Mar	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			
# of Potential Covered Individuals	3	0	0	2	4	0	1	2	1	3	1	0			
Oct-April	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.3	\$5.0	\$5.5			
# of Potential Covered Individuals	3		1	1	1		1	2	1	3	1				
Oct-May	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5			

Plan Year 2015-16	\$Amount (in Millions)											
# of Potential Covered Individuals	3		1	3	3		1	2	1	3	1	
Oct-July	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5
# of Potential Covered Individuals	3	0	1	4	3	0	1	2	0	3	1	0
Oct-Sept	\$2.0	\$2.05	\$2.25	\$2.5	\$2.55	\$2.75	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$5.5
# of Potential Covered Individuals	2	0	0	3	0	0	0	2	0	0	1	0

Ease of Access Services

- IEBP offers contracted telemedicine services through the convenience of phone calls or online, video consultation. Services include diagnostic and/or medication management services for many conditions including allergies, cold and flu symptoms, ear infection, and other minor medical conditions, behavioral health services including: MD initial visit, counseling services and MD follow-up visit, and dermatology MD visits.
- 2018 On-Site Wellness Services
Preventive/Routine Care Benefit (Calendar Year Biometric Screenings)
Access your Personal Health Record and Wellbeing Assessment by logging in at iebp.org.

Female Age & Gender Biometric Screenings	Female 18-20	Female 21-35	Female 36-39	Female 40-49	Female 50	Female 51-73	Female 74+
Wellbeing Assessment Questionnaire	X	X	X	X	X	X	X
Preventive Office Visit: CPT 99385-99397	X	X	X	X	X	X	X
Lipid Panel: CPT 80061	X	X	X	X	X	X	X
Comprehensive Metabolic Blood Panel: CPT 80053	X	X	X	X	X	X	X
Thyroid Stimulating Hormone (TSH): CPT 84443			X	X	X	X	X
Fecal Occult: CPT 82270 (including colonoscopy and sigmoidoscopy as a qualifier) <i>*IEBP incurred 7.9% inconclusive Results; Industry Standard <1%</i>				X	X	X	X
Mammogram: CPT 77061-77067 * one (1) per Calendar Year for females ages 40-49; ** one (1) every two (2) Calendar Years for females ages 50-73, one per year regardless of diagnosis				X*	X**	X**	
PAP: CPT 88141; 88155; 88142-88154; 88164-88167; 88174-88175 (every three (3) Calendar Years for females ages 21-50) Pap Smear Recommendation per American College of Obstetricians and Gynecologists (ACOG): If a partial hysterectomy or a total hysterectomy and both the uterus and cervix are removed for a cancerous or precancerous condition, regular pap smears remain important and will be required under the IEBP Biometric Screening Guidelines. ACOG recommends individuals may stop having pap smears, if a total hysterectomy for a non-cancerous condition has occurred.		X	X	X	X		
HbA1c, if Body Mass Index > 30: CPT 83036 (If Comprehensive Metabolic Blood Panel or General Health Panel is performed HbA1c is not eligible.)	X	X	X	X	X	X	X
September-March Influenza Immunization Vaccine: Eligible CPT Codes: 90471-Immunization Administration, 90674 (egg free) and 90688	X	X	X	X	X	X	X
Retinopathy Screening available for Diabetic Covered Individuals (plan deductible and out of pocket will apply), remote site imaging procedures are performed for the detection: procedure code 92227	X	X	X	X	X	X	X

Male Age & Gender Biometric Screenings	Male 18-39	Male 40-50	Male 51-70	Male 71+
Wellbeing Assessment Questionnaire	X	X	X	X
Preventive Office Visit: CPT 99385-99397	X	X	X	X
Lipid Panel: CPT 80061	X	X	X	X
Comprehensive Metabolic Blood Panel: CPT 80053	X	X	X	X
Prostate Cancer Screening (PSA): CPT 84153			X	
Fecal Occult: CPT 82270 (including colonoscopy and sigmoidoscopy as a qualifier) <i>*IEBP incurred 7.9% inconclusive Results; Industry Standard <1%</i>		X	X	X
HbA1c, if Body Mass Index > 30: CPT 83036 (If Comprehensive Metabolic Blood Panel or General Health Panel is performed HbA1c is not eligible.)	X	X	X	X
September-March Influenza Immunization Vaccine: Eligible CPT Codes: 90471-Immunization Administration, 90674 (egg free) and 90688	X	X	X	X
Retinopathy Screening available for Diabetic Covered Individuals (plan deductible and out of pocket will apply), remote site imaging procedures are performed for the detection: procedure code 92227	X	X	X	X

New 2018-2019 Employer Benefit Options

1. Nexus Accountable Care Organization (ACO)
 - A. Identification of OPI for ACO physicians
 - B. ACO and ChoicePlus Deductible and OOP must be the same
 - C. Benefit Percentage 20% differential
 - D. OON 2X deductible and OOP
 - E. Benefit Percentage 20% of network benefit percentage
 - F. Network Coverage
 - i. Dallas
 - a. Baylor (Dallas Only)
 - b. Catalyst MD
 - c. Patient Physician Network (PPN)
 - d. USMD Irving
 - ii. Austin
 - a. Seton Health Alliance
 - iii. Houston
 - a. Memorial Hermann
 - iv. San Antonio
 - a. WellMed - Practitioner Only NO Facility
 - G. ID Card Requirement for Provider
 - i. Name
 - ii. Phone Number
 - iii. ACO Number possibly NPIN
 - iv. No longer offer office visit copay with lab and x-ray (current plans will be grandfathered)
2. Indemnity Plan
 - A. Copay Available
 - B. Maximum Payment 200%
 - C. No Provider Network
 - D. Medical Intelligence Included
 - E. Stand Alone Dependent Plans x 2 deductible and x 2 out of Pocket for all plans excluding Consumer Centered and ACO
 - F. Stand Alone Dependent Plan Option (Spouse and Dependents with out of pocket accumulation)
 - G. **Not available for CCPP and ACO plans. Dual deductible and out of pocket must be MOOP compliant also.**
 - H. Employer Choice
 - I. Employee Option
3. Medication Therapy Management Plans
 - A. **MAC A Plan:** If a brand name drug is dispensed and a generic alternate drug exists, the **Covered Individual pays the difference between the brand name and generic price** in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The MAC differential applies to all prescriptions purchased through this program when a generic alternate is available. Consumer Centered Plans and MTMP Select Plan are MAC A Plans Only.
 - B. **MAC C Plan:** If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the appropriate brand copay.
 - C. **Lessor of Benefit:** Through the OptumRx network contract, the covered individual's out of pocket expense is managed by the pharmacy network agreement that the covered individual will receive the most advantageous pricing. This would be determined by the lessor of pharmacy contracts, Usual & Customary cost (U&C), copayments or the discounted cost the covered individual would be charged. Due to the lessor of Benefit the OptumRx Reportal will be an important price transparency resource to ensure covered individual is purchasing the prescription from the most cost effective pharmacy.
 - D. **Employers will have the choice to access one of the two Medication Therapy Management Plans.**
 - i. **SELECT MTMP PLAN (MAC A Plan Only): Premium Formulary Exclusion and Cost Share Medications Excluded**
 - ii. **CHOICE MTMP PLAN: Select Formulary and 1-30 days \$150.00/31-60 days \$300.00/61-90 days \$450.00 Cost Share Copay**

Covered Individual Copayments/Financial Responsibility

Preferred Retail Pharmacies*				
Tier	Benefit	1-30 Days Supply	31-60 Days Supply	61-90 Days Supply
	Generic medications	\$5	\$10	\$15
	Preferred branded medications	\$38	\$76	\$114
	Non-Preferred branded medications	\$60	\$120	\$180

* The OptumRx Preferred Network of Pharmacies includes HEB and Walmart (not Sam's Club)

National/Broad Network Retail Pharmacies				
Tier	Benefit	1-30 Days Supply	31-60 Days Supply**	61-90 Days Supply**
	Generic medications	\$10	\$20	\$30
	Preferred branded medications	\$43	\$86	\$129
	Non-Preferred branded medications	\$65	\$130	\$195

** Available at participating OptumRx Retail-90 pharmacies. To determine if your pharmacy is a Retail-90 pharmacy, you may call OptumRx' Member Customer Service at (888) 543-1369.

Value Based Benefits for Chronic Conditions (Diabetes, Hypertension & High Cholesterol)*				
Tier	Benefit	1-30 Days Supply**	31-60 Days Supply	61-90 Days Supply
	Generic medications	\$0	\$5	\$10
	Preferred branded medications	\$38	\$76	\$114
	Non-Preferred branded medications	\$60	\$120	\$180

* Not all medications for diabetes, hypertension and high cholesterol qualify (e.g., Cost Share prescription copays and medication exclusions). Refer to the Medication Therapy Management Guide for the value based prescription list).

** Value Based Benefit Copays are applicable at the preferred, national/broad network.

Maintenance Prescription Mail Service		
Tier	Benefit	Up to 90 Days Supply
	Generic Medications	\$15
	Preferred Branded Medications	\$114
	Non-Preferred Branded Medications	\$180

Take advantage of home delivery by online registration: Visit optumrx.com/myCatamaranRx: register and follow the simple step-by-step instructions. You can manage your medication online, including filing new prescriptions and transferring other prescriptions to home delivery. You can also set up text message reminders to help manage your medication schedule. Be sure to have your IEBP medical plan ID card and medication bottles on hand to have the required information.

Retail/Mail Order Cost Share Prescriptions*				
Tier	Benefit	1-30 Days Supply	31-60 Days Supply	61-90 Days Supply
	Branded or generic Cost Share medications (regardless of pharmacy or pharmacy network)	\$150	\$300	\$450

* Cost Share prescription copays are certain branded and generic medications for which there are lower cost therapeutic alternative medications. These therapeutic alternatives should provide equal or similar medication therapy for a covered individual when properly dosed. Cost share prescription copays are identified in the Cost Share Prescription Copays section of the MTMP guide.

BrioRx Specialty Pharmacy				
Tier	Benefit	1-30 Days Supply	31-60 Days Supply**	61-90 Days Supply**
	Specialty medications*	\$100	N/A	N/A
	Biosimilar and generic specialty medications	\$75	N/A	N/A

* Specialty medications are typically medications requiring special storage, handling, administration and patient monitoring; or is taken for complex or rare patient conditions. Some specialty medications are sometimes biotechnology medications.

** Specialty medications are limited to no more than a 30-day supply of the medication per prescription fill.

Affordable Care Act Benefits*			
Benefit	1-30 Days Supply	31-60 Days Supply	61-90 Days Supply*
Smoking cessation medications - Nicorette Gum, Nicotine Replacement Lozenge, Nicotine Replacement Patch, Nicotrol Inhaler, Nicotrol Nasal Spray. Quantity limits apply (six month's supply per plan year).	\$0	\$0	N/A
Preventative statin medications – Includes low to mid-strength statin medications, atorvastatin, lovastatin, and simvastatin. Lovastatin covered without a prior authorization.	\$0	N/A	N/A
Other preventative medications – aspirin (men aged 45-79, women aged 55-79); folic acid (women of childbearing age); fluoride tablets and solution (for children aged zero to five years old – toothpastes and rinses do not qualify); chemoprevention supplements, iron deficiency supplements; vitamin D (65 years and over); and bowel preparation medications OTC (Bisacodyl EC Tab, magnesium citrate solution, polyethylene glycol 3350).	\$0	N/A	N/A

* Over the counter medications covered with this benefit require a prescription from your provider.

2018-2019 Maximum Out of Pocket Calculation

	2019		2018*		2017	
	Self-Only	Family	Self-Only	Family	Self-Only	Family
Limitation on deductions with coverage under a qualified high deductible health plan (HDHP)	\$3,500	\$7,000	\$3,450	\$6,900	\$3,400	\$6,750
Annual deductible for coverage that is not less than	\$1,350	\$2,700	\$1,350	\$2,700	\$1,300	\$2,600
Qualified High Deductible/H.S.A. Health Plan MOOP amount/Annual out of pocket expenses (deductibles, copayments, and other amounts, but not premiums) for coverage	\$6,750	\$13,500	Do not exceed \$6,650	Do not exceed \$13,300	Do not exceed \$6,550	Do not exceed \$13,100
The PPO MOOP amount	\$7,900	\$15,800	\$7,350	\$14,700	\$7,150	\$14,300

Required Documents to Execute (per Employer Benefit Plan)

1. **Annual Rerate Sheet** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Rerate Notice" link under the Rerate tab.
2. **Health Reimbursement Arrangement (HRA)** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Find a Form or Document" section of the Benefit Center menu. From there, click on Fund Contact > Blank Agreements > View Agreements for Signature.
3. **Retirement Reimbursement Arrangement (RRA)** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Find a Form or Document" section of the Benefit Center menu. From there, click on Fund Contact > Blank Agreements > View Agreements for Signature.
4. **Qualified Health Savings Account Employer Enrollment Form** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Find a Form or Document" section of the Benefit Center menu. From there, click on Fund Contact > Guides > Forms Guide.
5. **Section 125 Flex** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Find a Form or Document" section of the Benefit Center menu. From there, click on Fund Contact > Blank Agreements > View Agreements for Signature.

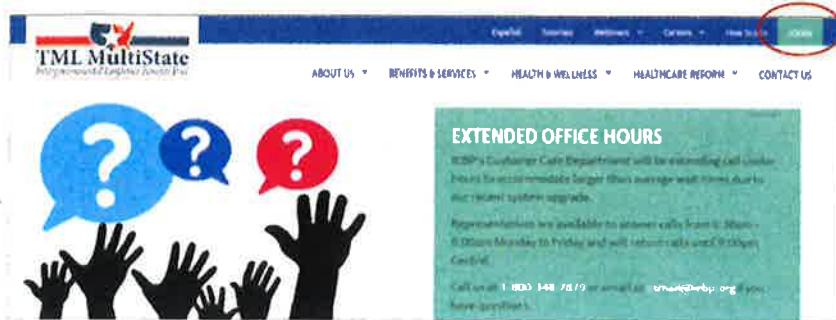
Standard Plan Options	Qualifying Event Mid-Year Change Allowance Agreement
Premium Only Plan	Premium Only Plan
Standard Plan	Standard Plan
Grace Period (two months and fifteen days)	Grace Period (two months and fifteen days)
Carryover (maximum \$500 unreimbursed healthcare dollars)	Carryover (maximum \$500 unreimbursed healthcare dollars)

6. **COBRA Continuation of Coverage (COC)** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Find a Form or Document" section of the Benefit Center menu. From there, click on Fund Contact > Blank Agreements > View Agreements for Signature.
7. **Annual Certification of Distribution of Benefit Books and Plan Information per Patient Protection Affordable Care Act and National Committee for Quality Assurance (NCQA)** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Find a Form or Document" section of the Benefit Center menu. From there, click on Fund Contact > Guides > Human Resources/Fund Contact Healthcare Benefits Guide.
8. **MyBenefits on Demand Order Form** – This can be found by logging into the myHealth Portal at iebp.org under your work account. Once in the portal, click on the "Find a Form or Document" section of the Benefit Center menu. From there, click on Fund Contact > Guides > Forms Guide.

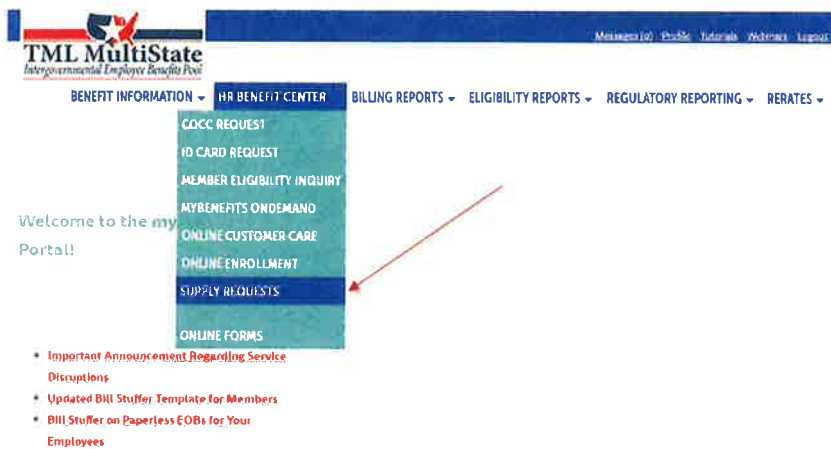
Open Enrollment Resources, Benefit Books, Guides, Fact Sheets, and Forms

As an Employer, you may order the quantity you desire of Open Enrollment Resources, Benefit Books, Guides, Fact Sheets, and Forms.

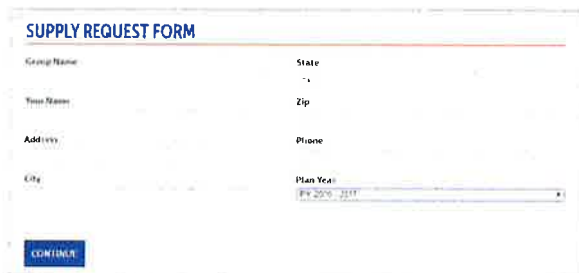
1. Visit iebp.org to login with your Employer ".work" account.



2. Click on SUPPLY REQUESTS under the BENEFIT CENTER menu.



3. Complete the first SUPPLY REQUEST FORM screen and click CONTINUE.



4. Complete the next SUPPLY REQUEST FORM screen and click SUBMIT to finalize your request.





MEMBER RIGHTS AND RESPONSIBILITIES

Let's Get Educated!

IEBP provides translation services upon request. Please call the 1.800 Customer Care number: (800) 385-9952.

The translation request e-mail address is translation_cc@iebp.org.

The member will need to identify to the customer care representative the language of preference and IEBP will connect the member and IEBP staff with the Trusted Translation representative. The three-way call will ensure accurate information is provided to the member.

Summary of Benefits and Coverage (SBC)

1. Login: iebp.org
2. Select: Find a Form or Document
3. Select: Benefits
4. Select: Medical or Summary of Benefit Changes
5. Summary of Benefits and Coverage or Summary of Benefit Plan Modifications Guide



Medical Benefits Plan

1. Login: iebp.org
2. Select: Find a Form or Document
3. Select: Benefits
4. Select: Medical or Summary of Benefit Changes
5. Medical Plan Book or Summary of Benefit Plan Modifications Guide



Medication Therapy Management Program

1. Login: iebp.org
2. Select: Manage My Prescriptions
3. Select: Download the Medication Management Therapy Guide



Member Rights and Notice of Privacy Practices

1. Login: iebp.org
2. Select: Find a Form or Document
3. Select: Member Rights and Responsibilities Guide



Health and Wellness Guide

1. Login: iebp.org
2. Select: Find a Form or Document
3. Select: Health and Wellness Guide



IEBP Performance Improvement Plan

1. Login: iebp.org
2. Click on "Find a Form or Document"
3. Search for: Performance Improvement Program



If you are changing benefit plan designs, the effective date will be the first full month following IEBP's receipt of the Rate Notice. In addition, IEBP will not be able to distribute ID cards or Schedule of Benefits and Coverage without a signed Rate Notice. Please inform your Benefit Service Specialist if you would like assistance at a Council/Executive/Manager Meeting.

The Trustees and IEBP staff look forward to serving you, your employees/dependents and retirees during this new plan year. I am appreciative of your Political Subdivision membership.

Respectfully,

Susan L. Smith
Executive Director

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 10

SUBJECT: PUBLIC HEARING ON REQUEST FOR ZONE CHANGE 11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9TH & NORTH 11TH;
PROCEEDING: Public Hearing
SUBMITTED BY: City Staff
EXHIBITS Minutes from July 16, 2018
P&Z meeting
AUTHORITY: City Charter, City Code, Texas Government Code

SUMMARY STATEMENT

Public hearing to determine whether to change the zoning designation of the following described property:

A 11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9TH AND NORTH 11TH

located at 11.2 ACRES BETWEEN AVE Q. & AVE R., NORTH 9TH AND NORTH 11TH 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.

The hearing is to consider recommendation of the Planning and Zoning Commission in **CASE NO. PZ 18-10**, recommending that the petition of LAMESA ECONOMIC ALLIANCE PROJECT to change the zoning of the following property.

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:

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

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



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 1st 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.

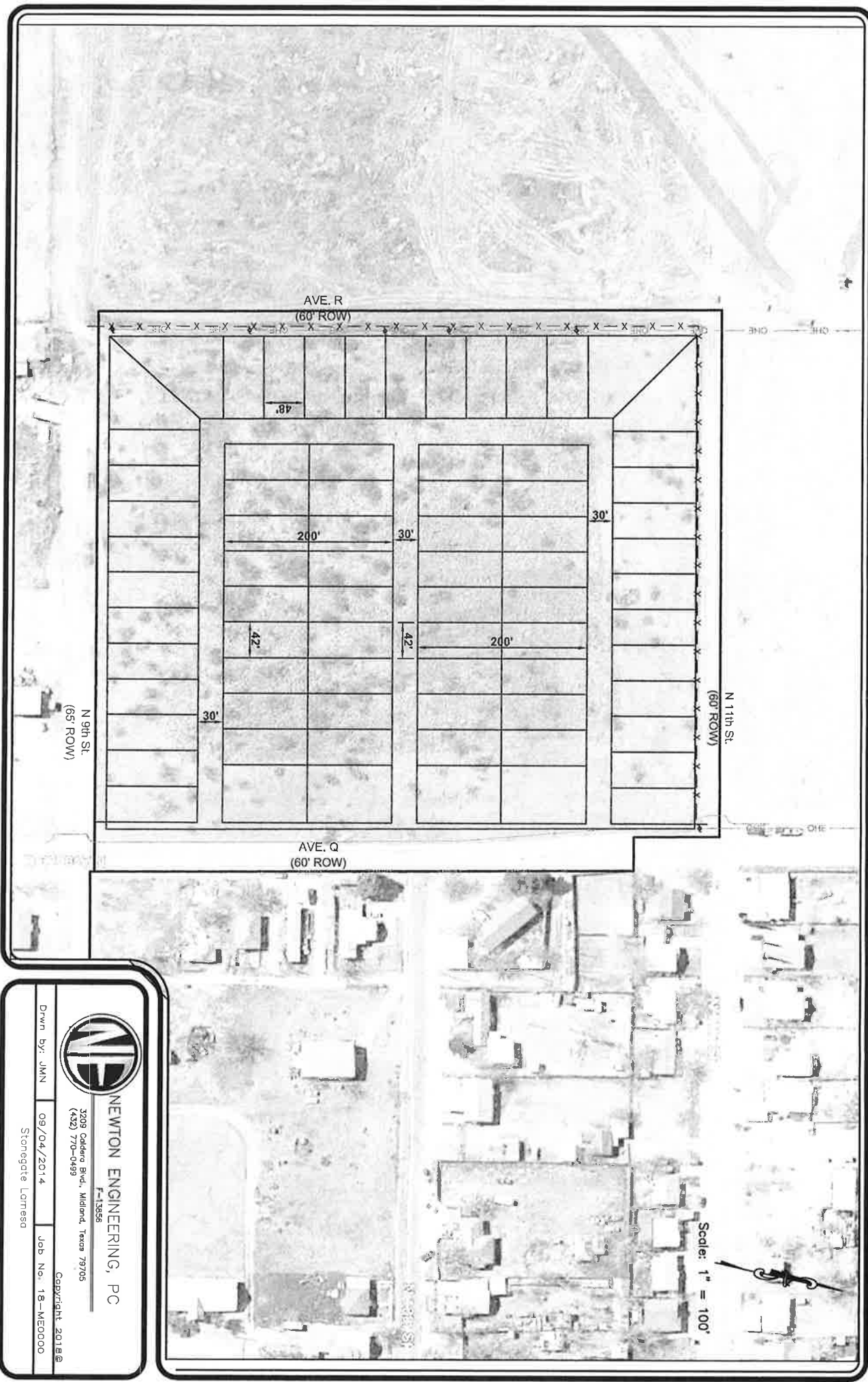
You are hereby invited to attend such public hearing and voice any comments you may have regarding such proposed zone change. If for any reason you are unable to attend the public hearing, you may return this form to the Mike Lopez, Building Official, City of Lamesa, 601 South First Street, Lamesa, Texas 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

3205 Caldera Blvd., Midland, Texas 79705
(432) 770-0493

F-13556

Drawn by: JMN

09/04/2014

Job No. 18-ME0000

Copyright 2018

Stonegate Lomoso

Untitled Map

Write a description for your map.

Legend

Google Earth

© 2018 Google

300 ft



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 11

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

SUMMARY STATEMENT

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

A 11.2 ACRES BETWEEN AVE Q. & AVE R. NORTH 9TH AND NORTH
11TH

located at 11.2 ACRES BETWEEN AVE Q. & AVE R., NORTH 9TH AND NORTH 11TH 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 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 9TH AND NORTH
11TH

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. 9th and N. 11th 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 18th day of September, 2018; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 16th 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 1/2" 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 11th 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 1/2" 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

Change from:

DATE OF APPLICATION:

CASE NUMBER:

LEGAL DESCRIPTION OF PROPERTY:

T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas

NAME AND ADDRESS OF OWNER:

PROJECT, P.O. BOX 880, LAMESA, TX 79331

ADDRESS OF PROPERTY:

T-G-N, Certificate GO, Georgetown Ry. Company Surveys, Dawson County, Texas

PRESENT ZONE:

PROPOSED ZONE:

MANUFACTURED HOME PARK (M-1)

PRESENT LAND USE:

PROPOSED LAND USE:

MANUFACTURED HOME PARK

DATES NOTICE PUBLISHED:

DATE OF P & Z MEETING:

TIME OF P & Z HEARING:

To:

JUNE 27, 2018

PZ 18-10

11.20 acres out of Section 72, Block 35

LAMESA ECONOMIC ALLIANCE

11.20 acres out of Section 72, Block 35

R-1

SPECIFIC USE PERMIT FOR

VACANT LOT

SPECIFIC USE PERMIT FOR

JULY 1, 2018

JULY 17, 2018

4 P.M.

CITY COUNCIL MEETING DATE:

AUGUST 7, 2018 & AUGUST 9, 2018



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 1st 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**

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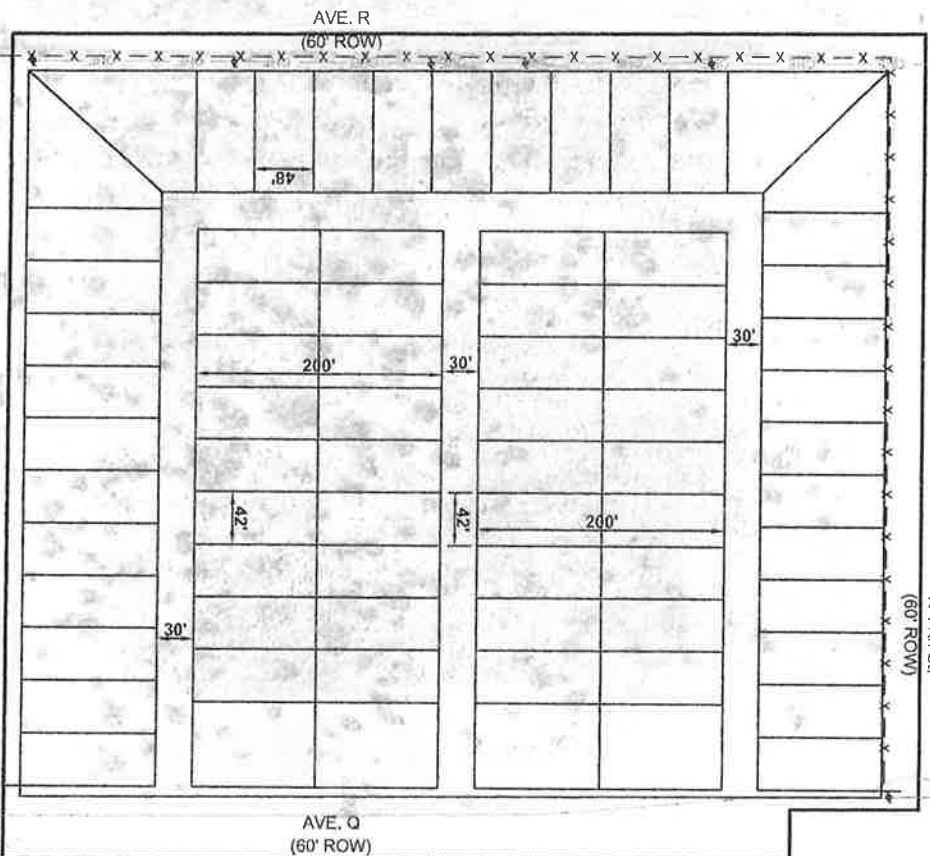
You are hereby invited to attend such public hearing and voice any comments you may have regarding such proposed zone change. If for any reason you are unable to attend the public hearing, you may return this form to the Mike Lopez, Building Official, City of Lamesa, 601 South First Street, Lamesa, Texas 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

F-13056

3206 Caldera Blvd., Midland, Texas 79705
(432) 770-0499

Copyright 2015

Drawn by: JMN

09/04/2014

Job No. 18-ME0000

Stonegate Lomasa

Untitled Map

Write a description for your map.

Legend



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 11, 2018

AGENDA ITEM: 12

**SUBJECT: AWARD PROPOSAL / QUALIFICATION FOR BOND COUNSEL
(USDA GRANT):**

PROCEEDING: Action

SUBMITTED BY: City staff

SUMMARY STATEMENT

City Council to consider awarding proposal for Qualification for Bond Counsel for the USDA Grant.
(City Manager)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to award the proposal for Qualification for Bond Counsel for the USDA Grant. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

Financial institutions
Energy
Infrastructure, mining and commodities
Transport
Technology and innovation
Life sciences and healthcare

 **NORTON ROSE FULBRIGHT**

City of Lamesa, Texas

Response to RFP for Bond Counsel Services

Norton Rose Fulbright US LLP - August 27, 2018



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August 27, 2018

Shawna Burkhardt
City Manager
Lamesa City Hall
601 S. 1st Street
Lamesa, Texas 79331

Norton Rose Fulbright US LLP

300 Convent Street
Suite 2100
San Antonio, Texas 78205
United States

W. Jeffrey Kuhn, Partner
Tel +1 210 270 7131
Fax +1 210 892 9494
w.jeffrey.kuhn@nortonrosefulbright.com
nortonrosefulbright.com

Re: Response to Request for Proposals and Statements of Qualifications for Bond Counsel Services

Dear Ms. Burkhardt,

Norton Rose Fulbright US LLP ("Norton Rose Fulbright" or the "Firm") is pleased to respond to the invitation of the City of Lamesa, Texas (the "City") to submit a proposal to provide bond counsel services pursuant to Request for Proposals (the "RFP"). As requested, our Firm is submitting one original and five copies of our response (the "Response") for your review. As evidenced by our submission, we agree to accept the terms and conditions specified in the RFP and welcome the opportunity to serve the City in a professional, efficient, and cost-effective manner. For nearly 34 years, I have personally taken great pride in serving smaller communities with loan and grant funding through the United States Department of Agriculture.

Our public finance practice

Norton Rose Fulbright has one of the largest public finance practices in the United States, with over 50 attorneys who work in the area of public finance or federal income taxation as it relates to public finance. We enjoy a reputations as one of the leading public finance firms in the country, having helped issue more than \$61 billion par amount of bonds for our political subdivision clients, including **more than \$5.9 billion par amount of bonds for water/wastewater financing projects in the State of Texas**. This figure is a great point of pride for me, personally, since a good portion of that amount helped finance crucial utility system projects in smaller Texas communities.

Our success is a direct result of our commitment to client service. Every client, no matter how big or small, can expect the highest level of service, expertise, and integrity from our Firm. I invite you to speak to our references listed in this Response, as well as Mr. John Perkins, Regional Director at the United State Department of Agriculture, who I am sure will attest to the level of service our Firm provides.

Our team

As each of our clients should expect, we will deliver the very best of Norton Rose Fulbright, as determined on the basis of expertise, experience, proximity, history, and professional standing. Eighteen lawyers, practicing in four of the Firm's Texas offices, serve as bond counsel, disclosure counsel, and underwriters' counsel in virtually every area of governmental financing, anchor our

nationwide full service public finance practice. In addition, five Texas lawyers in the Firm's tax department are engaged in the federal income tax aspects of municipal finance. Our public finance lawyers assist in finding creative and innovative solutions to the various types of debt management issues facing our municipal clients.

I will serve as the bidder representative for the Firm for all the purposes of this RFP, as well as any representation resultant therefrom; my contact information is located in the upper right-hand corner hereof. The other proposed members of the Norton Rose Fulbright team include experienced public finance lawyers who handle a variety of transactions for issuers throughout Texas.

Our approach

We stress a team approach to assure senior level "hands-on" coverage is always available to our clients. This means that we are actually the people that will provide you service and handle your work. In addition to our accessibility, we pride ourselves on our availability and responsiveness to address our clients' needs and issues. All of the above factors distill into a single distinctive characteristic of Norton Rose Fulbright's public finance work: **service**. We understand that our top priority is and must be service to our clients.

Our commitment

We have committed a significant amount of time and resources to prepare this Response in an effort to inform the City as to why we believe we are most qualified to serve as its bond counsel. We hope that our proposal reflects our commitment to serving the City and I look forward to discussing how we can best meet the City's needs.

Our team understands the uphill battle we face through blind submittal of a response to a publically posted Request for Proposals, but we would not have made the effort to prepare this Response if we did not believe we were the best qualified law firm to serve the City's needs. We are hopeful that our submittal at least results in an interview so that we can demonstrate the passion with which we deliver our services, as this is not easily communicated on paper.

In closing, we thank you very much for inviting us to submit our Response. Should you have any questions, or require any additional information with respect to our Response, please do not hesitate to contact me at the phone number listed above. On behalf of our team, we look forward to hearing from you soon.

NORTON ROSE FULBRIGHT US LLP



W. Jeffrey Kuhn, Partner

Tel +1 210 270 7131

w.jeffrey.kuhn@nortonrosefulbright.com

Firm Information

A. Name, address, and telephone number of the firm

Norton Rose Fulbright's San Antonio office will be primarily responsible for serving the City under any resulting contract. The office's contact information is below.

Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, TX 78205-3792
T: +1 210 224 5575
F: +1 210 270 7205

B. History of the firm

Norton Rose Fulbright has nearly 100 years of legal experience, dating back to 1919. Significant, recent changes to the firm's structure include the combination, on June 3, 2013, of Fulbright & Jaworski L.L.P. with Norton Rose, a leading global legal practice, to provide an expanded array of services to clients doing business around the world. In the second quarter of 2017, Norton Rose Fulbright merged with Chadbourne & Parke LLP, resulting in more than 4,000 lawyers in 58 offices spanning 32 countries, including more than 1,000 lawyers in the United States. Wherever we are, we operate in accordance with our global business principles of quality, unity and integrity. We aim to provide the highest possible standard of legal service in each of our offices and to maintain that level of quality at every point of contact.

C. Names and titles of the officers of the firm who will be directly responsible for Bond Counsel services.

Jeff Kuhn is submitting this proposal, on behalf of Norton Rose Fulbright US LLP, and will serve as officer to the City. Jeff will be the City's day-to-day contact person and will be responsible for overseeing all aspects of the Firm's services to the City.

D. Information pertaining to the firm's compliance with licensing and other requirements.

All attorneys assigned to the City's proposed team are licensed to practice law in the State of Texas.

The following attorneys will be available to serve the City:

Norton Rose Fulbright Bond Attorney Team			
Lawyer	Licensure	Classification	Years' Experience
W. Jeffrey Kuhn (San Antonio)	Texas State Bar License: 11759300	Partner	33 years
Clayton S. Binford (San Antonio)	Texas State Bar License: 24031863	Partner	17 years
Stephanie V. Leibe (Austin)	Texas State Bar License: 24028098	Senior Counsel	18 years
Arnold Cantu III (San Antonio)	Texas State Bar License: 24087256	Associate	5 years
Lauren Ferrero (San Antonio)	Texas State Bar License: 24069069	Associate	5 years
Matthew Lee (San Antonio)	Texas State Bar License: 24069069	Counsel	3 years
Rose Kanusky (San Antonio)	Texas State Bar License: 00790999	Counsel	23 years
Norton Rose Fulbright Tax Attorney Team			
George W. Scofield (San Antonio)	Texas State Bar License: 17882200	Partner	35 years
Adam C. Harden (San Antonio)	Texas State Bar License: 24074355	Senior Associate	6 years

References

Hon. Eric Hawkins

Mayor
City of Wink, Texas
213 East Hendricks Boulevard
Wink, Texas 79789
(432) 527-3441

Ms. Henrietta Turner

City Manager
City of Floresville, Texas
1120 D Street
Floresville, Texas 78114-2232
(830) 393-3105 x4

Mr. Cody Dailey

City Administrator
City of Elmendorf, Texas
8304 FM 327
Elmendorf, Texas 78112
(210) 635-8210

Our Proposed Team

When we take on new work, we look closely at the client's needs and mission, the timeframe for completion and the complexity of the work. The lead partners draft and review legal documents, supervise the team, conduct the work and delegate the tasks, as necessary, and are responsible for the standard of quality and the overall cost. The team presented to the City is fully capable of providing all of the necessary services listed in the Request beginning immediately. We will be responsive to all of the City's financing and advice needs.

Jeff Kuhn will serve as lead attorney, with support from Arnold Cantu. They will ensure that experienced coverage is always available to the City. The rest of the team will include Clay Binford, Stephanie Leibe, Matt Lee, Rose Kanusky, John Hall and Lauren Ferrero. George Scofield and Adam Harden will provide tax advice. Below are the proposed team members' brief resumes. More thorough team member bios are attached as Exhibit A.

Jeff Kuhn is a senior partner in the Firm's Public Finance practice group, resident in the San Antonio office. He graduated from the University of Virginia (B.A., 1978) and the University of Texas (J.D., 1985). Jeff's practice is devoted exclusively to public finance matters. In his practice, Jeff serves as bond counsel, underwriters' counsel, and trustee's counsel for various political subdivisions and investment and traditional banking firms located throughout the State of Texas. Additionally, Jeff regularly advises counties, cities, school districts, and other Texas political subdivisions on public finance issues and general municipal and public law, including assisting cities in election law issues and implementing their economic development programs and assisting political subdivisions in structuring and implementing innovative financing techniques. Jeff is a recognized lecturer on public finance topics throughout the State of Texas and at national bond attorney seminars. He is a member of the State Bar of Texas, the American Bar Association, and the National Association of Bond Lawyers. Jeff is listed in The Best Lawyers in America, was selected as a Client Service All-Star by BTI-Consultant Group in 2010 and 2012, and was named a Fellow of the American College of Bond Counsel in 2010. Mr. Kuhn has recently been appointed to serve on the Nominating Committee for prospective candidates for admission to the American College of Bond Counsel. With over thirty years of public finance experience, Jeff has completed virtually every type of financing permitted under Texas law. His more recent current and completed work involving the USDA include the City of Wink, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2017; the City of Natalia, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2018A, 2018B, and 2018C; and the City of Somerset, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2018.

Clay Binford is a partner in the Firm's Public Finance practice group, resident in the San Antonio office and also currently leads the San Antonio office's Public Finance Department. He graduated from Texas A&M University (B.B.A., 1998) and St. Mary's University School of Law (J.D., 2001). Clay's

practice is devoted exclusively to public finance matters, where he primarily serves as bond counsel, underwriters' counsel, and bank counsel for various political subdivisions and investment and traditional banking firms throughout the State of Texas. Additionally, his experience includes representation of underwriters and bond insurers in large-scale project financing. Clay is civically active in his community, serving as a member of the City of San Antonio's Conservation Advisory Board – Edwards Aquifer Protection Venue Project (representing Medina County). Clay is a member of the State Bar of Texas, the San Antonio Bar Association, and the National Association of Bond Lawyers.

Stephanie Leibe is Senior Counsel located in our Austin office. She graduated from Southeastern Louisiana University (B.A., 1995) and Loyola University School of Law (J.D., 1999). Stephanie brings 13 years of experience as an Assistant Attorney General in the Public Finance Division of the Texas Attorney General's Office, including over 4 years as Chief of the Division. She has experience in public finance transactions for state agencies, cities, counties, school districts, navigation districts, port authorities, economic development corporations, water districts and water authorities. This experience includes traditional municipal finance, on behalf of non-profit corporations, tax increment finance, public improvement districts, and derivate transactions.

As Chief of the Public Finance Division, through the management, supervision, and development of division personnel, Stephanie had the primary responsibility of ensuring that all bond transactions approved by the Texas Attorney General's Office complied with Texas law. Stephanie worked extensively with bond counsel and underwriters' counsel to resolve complex and novel Texas law issues related to public securities. She also assisted the division's attorneys with the resolution of legal issues as they arose during the course of the agency's review of public securities. During her tenure as Chief, the division consisted of 9 attorneys and 4 support staff and reviewed more than 1,500 public securities on an annual basis.

Arnold Cantu III is an Associate in Norton Rose Fulbright's Public Finance practice group. He graduated from the University of Texas (B.A., 2007) and Stanford Law School (J.D., 2013). Arnold's practice is devoted exclusively to public finance matters where he has served as bond counsel for various State and local government entities, including cities, counties, school districts, and as underwriters' counsel for regional and national investment banks. Arnold's recently completed and current work for utility system clients includes the City of Corpus Christi, Texas Utility System Junior Lien Revenue Refunding Bonds, Series 2017, the City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018, and the City of Castroville, Texas Utility System Revenue Bonds, Series 2017.

Lauren Ferrero is an Associate in the Public Finance and Administration Department of Norton Rose Fulbright. She graduated from Stephen F. Austin University (B.A., 2007), the University of Oklahoma (M.S.W., 2008), and St. Mary's University School of Law (J.D., 2012). Lauren's practice is devoted exclusively to public finance matters where she has served as bond counsel for various State and local government entities, including cities, counties, school districts, institutions of higher education, hospital districts, State agencies, and municipal utility districts. Prior to joining the firm, Lauren served as a judicial intern for Justice Marialyn Barnard, Fourth Court of Appeals and for Judge Pamela A. Mathy, Western District of Texas. Lauren's recent work involving the TWDB includes the Acton Municipal Utility District Utility System Revenue Bonds, New Series 2017; and the Canyon Regional Water Authority Contract Revenue Bonds (Hays/Caldwell Counties Area Project), Taxable Series 2017.

Matthew A. Lee is Counsel in the Public Finance and Administration Department of Norton Rose Fulbright. He graduated from Trinity University (B.S., 2005; M.S. 2006), South Texas College of Law (J.D. 2009), and the University of Houston Law Center (L.L.M., Taxation). Matthew's practice is devoted to public finance matters, where he serves as bond counsel for various State and local government entities. Prior to joining the Firm, Matthew worked in the field of international tax at Deloitte and KPMG. He is a licensed Certified Public Accountant.

Rosemarie Kanusky is Counsel in Norton Rose Fulbright's Appellate practice and a recent addition to the Public Finance and Administration Department's election efforts. Rose graduated from Our Lady of the Lake University (B.A., 1988) and the University of Houston Law Center (J.D., 1994). As a practicing attorney for over 20 years, she focuses her practice on appellate matters, trial support, and bond elections. Rose has briefed and argued a variety of appellate cases before the Texas Supreme Court, including those involving political subdivisions. Her trial support work has included Chapter 1205 bond validation lawsuits.

George Scofield is a partner in Norton Rose Fulbright's Tax Department located in the San Antonio office. He graduated from Louisiana State University (B.A., 1977), Louisiana State University School of Law (J.D., 1980), and New York University (L.L.M., Taxation 1981). George has participated in all facets of the tax analysis associated with tax-exempt bond financings for cities, counties, and school districts, including arbitrage, rebate, advance and current refundings, yield restrictions and calculations, private business use tests, airport exempt financings, special revenue and exempt facilities financing, tax and revenue anticipation notes, commercial paper and other variable rate financing, forward purchase, other innovative and creative financing techniques designed to meet the objectives of the issuer and applicable federal income tax restrictions; tax rollback rates, petitions, and representations; and ad valorem taxation and other local and State tax issues. George has served as tax counsel for every significant tax matter originating from the San Antonio office (including the Northside ISD, North East ISD, San Antonio Water System, CPS Energy, and each Qualified School Construction Bond and Build America Bond transaction on which we served as bond counsel).

Adam Harden is a senior associate in the Tax Department of Norton Rose Fulbright. He graduated from Trinity University (B.S., 2006), University of Texas at Austin (M.P.A., 2007), University of Texas School of Law (J.D., 2009), and New York University School of Law (L.L.M., Taxation 2011). Adam has participated in all facets of the tax analysis associated with tax-exempt bond financings for cities, counties, school districts, higher education authorities, state agencies, housing authorities, colleges and universities, and hospital systems. Prior to joining Norton Rose, Adam worked at a multinational law firm in Houston. Adam is a member of the Tax Section of the State Bar of Texas, the American Bar Association, the National Association of Bond Lawyers, and represented Houston's 6th District from 2014 to 2015 as a member of the Board of Directors for the Texas Young Lawyers Association.

Other Personnel

In addition to Norton Rose Fulbright's attorneys, the team includes multiple, highly trained support staff personnel that will be assigned to the District matters on an as-needed basis. These team members include: Sherry Tschoepe, legal assistant; April Chairez, legal assistant; Veronica Quiceno, project assistant; Stephanie Varela, project assistant; Julie Quisenberry, administrative assistant/document specialist, and Russ Kubicek, administrative assistant/document specialist.

Additional Services

Primary Services

We propose to advise the City through the term of this engagement on all legal matters related to the administration of its debt portfolio including (but not limited to) the issuance of bonds and other obligations. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, and delivery of bonds, including the following:

- preparation of all ordinances, resolutions, orders, and other instruments pursuant to which bonds will be authorized, sold, and delivered in consultation with City staff, the City Council, the City's financial advisors, the USDA or other purchasers of bonds, and counsel to other parties in each bond transaction;
- preparation of any ordinance, trust indenture, or trust agreement authorizing or securing bonds, commercial paper notes, or other forms of indebtedness;
- performance of required federal, state, and local tax analysis involved in planning and executing bond transactions;
- providing legal advice to ensure compliance by the City with all federal and state securities laws including, but not limited to, establishing internal procedures to comply with the City's requirements concerning continuing secondary market disclosure;
- attendance at meetings of the City Council and with City staff to the extent required or requested with reference to the authorization and issuance of bonds;
- attendance at meetings with the City's financial advisors, USDA, or other purchasers of the City's bonds and with rating agencies and bond insurers to the extent required or requested by the City;
- review and modification of offering and sale documentation;
- preparation of necessary closing documentation and supporting tax certifications and filings;
- submission of appropriate documents to the USDA requesting approval of bonds;
- submission of transcripts of proceedings to the Attorney General of the State of Texas requesting approval of bonds and coordination of registration of initial bonds with the Comptroller of Public Accounts of Texas;

- supervision of the printing and execution of bonds or commercial paper notes and the delivery thereof to the underwriters or other purchasers or the coordination of the delivery of the bonds or commercial paper notes to The Depository Trust Company;
- representation of the City at the closing of each issue or installment of bonds;
- presentation of our Firm's market opinion addressing the validity of the bonds, the source of payment and security for the bonds, and whether and to what extent interest on the bonds is exempt from federal income taxation;
- guidance with questions that arise from time to time relating to previously-issued bonds, bonds to be issued, tax laws, state laws, and other questions related to bond financing and utilization of such funds; and
- any federal income tax issues, including responses to Internal Revenue Service audits.

Our Firm will provide these and many other services (noted below) to the City in its bond counsel relationship with the City under the proposed contract.

Keeping the City informed and compliant

Recent years have produced significant changes in the municipal capital markets. Increased regulation fundamentally changed the way in which municipal issuers must comply with federal securities law; new legislation produced changes in federal tax law that resulted in novel financial products and favorable tax treatment for issuers. While many of these events are unprecedented in their volume and magnitude, change in the municipal finance industry does in fact occur with regularity.

Our Firm prides itself on successfully informing our clients of and navigating them through changes in law that affect their operations. Norton Rose Fulbright continuously monitors market events and provides written updates to our clients, at no additional charge, of changes in the law that we believe to be of importance. A recent example of our Firm's updates includes publication of guidance for issuers related to the Internal Revenue Service's (the "IRS") new issue price regulations. Partner and National Association of Bond Lawyers' ("NABL") Immediate Past President, Cliff Gerber, led the NABL preparation and dissemination efforts related to the model issue price compliance documents utilized by firms nationwide. We commit a tremendous amount of Firm resources to the preparation of this material and, as a result, these publications have come to be relied upon by members of the public finance community (including our competitors) as authoritative.

Norton Rose Fulbright's Texas public finance group represents clients of all sizes, and having all measures of need, across our State. Our attorneys participate in monthly conference calls to discuss their respective clients, the issues they have encountered, and the emerging trends in the market. The result of this is our clients' benefiting from a State and nation-wide network that produces efficiencies unmatched in our industry.

Rating agencies

We have developed an excellent working relationship with all three of the major rating agencies, and we believe that those agencies have come to depend upon our analysis of bond transactions to assist them in their rating process. These relationships can be very important to the City in the rush of work

that normally accompanies the authorization and issuance of a bond issue and the decision to insure those bonds.

Our customary approach to meetings with the rating agencies is to serve as a resource for the City, its staff, and the City's financial advisors, to the extent necessary. As a general rule, we would suggest that it is not necessary or cost effective for bond counsel to accompany the City's staff on rating agency trips, although we will do so if requested by the City. Complex or unique transactions often require that rating agencies receive additional legal comfort. We generally provide the rating agencies with necessary legal information prior to those meetings and make ourselves available either by teleconference or in person if requested by the City to answer legal questions that may arise either in the meeting or as follow-up.

State and Federal Presence

Jeff Kuhn has been actively involved in city financings with the USDA for over 3 decades. He has worked collaboratively with the senior USDA staff and attorneys in Temple, Texas for the benefit of a variety of Texas political subdivisions. In addition, our Firm, acting through the Washington, D.C. office, has an active practice before the Internal Revenue Service, and all of our Firm's tax attorneys are provided with daily information to allow them to monitor any federal income tax law developments, especially those that impact tax exempt financing. Our Firm's Texas offices also provide us with access to the Texas Attorney General's Office and to all other agencies of Texas government.

Related services

As a full-service Firm, we have at our disposal expertise in virtually any area of law that the City could possibly need. This includes expertise in legal disciplines such as real estate, construction, labor and employment, securities, environmental, and white collar criminal defense. The likelihood of the City's utilizing any of these services is remote, but it is important to note that when these issues arise, time is generally of the essence. Given the size and scope of the City as a business entity and the realities of the world in which we live, the City experiencing issues that might require these other services is not unreasonable to imagine. Many of our clients take comfort knowing that they at least know who they can initially call when and if the need arises.

Contract

[draft attached]

SAMPLE ENGAGEMENT LETTER

NORTON ROSE FULBRIGHT

Norton Rose Fulbright US LLP
300 Convent St., Suite 2100
San Antonio, Texas 78205
United States

_____, 2018

W. Jeffrey Kuhn
Partner
Direct line +1 210 270 7131
w.jeffrey.kuhn@nortonrosefulbright.com

Dear _____:

Tel +1 210 224 5575
Fax +1 210 270 7205
nortonrosefulbright.com

This letter confirms that Norton Rose Fulbright US LLP will represent the City of Lamesa, Texas (the "City") in connection with the issuance of various debt (the "Matter"). Our acceptance of that representation (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Our Personnel Who Will Be Working on the Matter

Jeff Kuhn will be working on the Matter, and the City staff and personnel may call, write, or e-mail Jeff Kuhn whenever any such party has any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Other Charges

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the maximum fees and charges that will be necessary to resolve or complete the Representation.

From time to time, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances; and therefore, our actual fees and other charges may vary from such estimates.

The fees ultimately charged for the Matter will be based upon a number of factors, including the following: the ability, reputation and experience of our attorneys; the skill necessary to perform the legal services required in the Representation; the time and labor involved; the customary range of billing rates for our attorneys and paralegals; the novelty and difficulty of the questions involved; the results we achieve; and any other factors that may be considered in accordance with applicable rules of professional conduct.

Notwithstanding the foregoing, any fees for traditional bond counsel services delivered to the City will be governed by the fee schedule attached hereto as Schedule I. Any hourly engagements require separate and additional authorization to proceed from the City Manager.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the City in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by the City represents an express agreement to the applicability of those rules.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the City and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately.

Very truly yours,

W. Jeffrey Kuhn
Partner

WJK

_____, 2018
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The City of Lamesa, Texas Agrees to and Accepts this Letter and the
Attached Terms of Engagement:

City of Lamesa, Texas

By: _____
Title: _____
Date: _____

SCHEDULE I

NORTON ROSE FULBRIGHT US LLP

Additional Terms of Engagement

This is a supplement to our engagement letter, dated _____, 2018. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning bond counsel services (the "Matter"). Because these additional terms of engagement are a part of our agreement to provide legal services, qualified staff of the City of Lamesa, Texas (the "City") should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that the City retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on the City's behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by the City; and (2) keep the City reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, the City agrees to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the City's future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

Who Will Provide the Legal Services

As our engagement letter confirms, Norton Rose Fulbright US LLP will represent the City of Lamesa, Texas in the Matter. Norton Rose Fulbright US LLP is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Our Relationships With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by the City of Lamesa, Texas of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to the Matter develops between the City and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either the City of Lamesa, Texas or the other client in the unrelated controversy.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to the City of Lamesa, Texas in the Matter that is the subject of this engagement or in some other matter.

Communications and Confidentiality

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the City of Lamesa, Texas specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the City of Lamesa, Texas and personnel and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for the City of Lamesa, Texas in publicly available records, we reserve the right to inform others of the fact of our representation of the City of Lamesa, Texas in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the City of Lamesa, Texas specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc, each of which is a separate legal entity, are members in Norton Rose Fulbright Verein, a Swiss verein that does not itself provide legal services. Although the members in Norton Rose Fulbright remain separate legal entities, we operate as a single legal practice. We share with other members non-privileged information about our practice and clients for research, practice management, training, administrative and other business purposes. Confidentiality agreements are in place among all members. If you have any concerns about this sharing of non-privileged information that relates to you, please promptly notify us so that we can address your concerns.

Disclaimer

Norton Rose Fulbright US LLP has made no promises or guarantees to the City of Lamesa, Texas about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, the City of Lamesa, Texas may, with or without cause, terminate the Representation by notifying us of the City's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the City of Lamesa, Texas to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the City's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, the City of Lamesa, Texas will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that the City of Lamesa, Texas will make full payment within 30 days of receiving our statement. We will

give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and the City of Lamesa, Texas does not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

Notwithstanding the foregoing, billing for the matters covered by Schedule I of this Letter will be billed at the conclusion of the transaction (as evidenced by delivery of bonds) and, unless agreed to otherwise between us and the City, will be paid at closing from the proceeds of such bonds.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Charges for Other Expenses and Services

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, travel and conference expenses, messenger deliveries, telephone conferences, and computerized research. In addition, we reserve the right to send to the City of Lamesa, Texas for direct payment any invoices delivered to us by others, including experts and any vendors.

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to the City's account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for expenses and services, which is subject to change from time to time.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable

when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Exhibit A

Extended Attorney Biographies

W. Jeffrey Kuhn

Partner, San Antonio

Tel +1 210 270 7131

w.jeffrey.kuhn@nortonrosefulbright.com



Jeff Kuhn is a senior partner in its San Antonio Office, and has been a partner since 1994. With over 30 years of experience working on USDA loan financings, he is the past-Chair of the San Antonio Office's Public Finance Department.

Mr. Kuhn's practice is devoted exclusively to public finance matters. In his practice, Mr. Kuhn serves as bond counsel, underwriters' counsel and trustee's counsel for various political subdivisions, investment banking firms, and banks located throughout the State of Texas. Additionally, Mr. Kuhn regularly advises counties, cities, school districts, and other Texas political subdivisions on public finance issues and general municipal and public law, including assisting political subdivisions in election law issues and implementing their economic development programs, and assisting political subdivisions in structuring and implementing innovative financing techniques.

Mr. Kuhn is a frequent lecturer on public finance topics throughout the State of Texas. He is a member of the State Bar of Texas, the American Bar Association and the National Association of Bond Lawyers. Mr. Kuhn has been twice (2010 and 2012) recognized by BTI Consulting Group as one of their *Client Service All-Stars* for delivering exceptional client service. This award is the only attorney ranking driven solely by feedback from corporate counsel clients. Lastly, Mr. Kuhn was inducted on October 27, 2010 as a Fellow in the American College of Bond Counsel. This organization was formed in 1995 for "the purpose of recognizing lawyers who have established reputations among their peers for their skill, experience and high standards of professional and ethical conduct in the practice of bond law." Mr. Kuhn has recently been appointed to serve on the Nominating Committee for prospective candidates for admission to the American College of Bond Counsel.

Practices

- Government relations and public policy
- Public and government finance
- Banking and finance

Education

JD, *with honors*, The University of Texas School of Law, 1985

BA, Biology, The University of Virginia, 1978

Before entering law school, Jeff was in the U.S. Army, stationed at Fort Bliss, Texas, from 1978 to 1982, and earned the rank of captain in 1982.

He was admitted to practice law in Texas in 1986.

Admissions

- Texas State Bar

Rankings and recognitions

- The Best Lawyers in America, Best Lawyers, 2010 - 2018
- Texas Top Rated Lawyer, LexisNexis Martindale-Hubbell, 2012 - 2014
- Client Service All-Star, BTI Consulting Group, 2010, 2012

Publications

- Co Author, "Texas Public Finance Legislative Review - 81st Session", *The International Law Firm of Fulbright & Jaworski - Public Finance*, July 2009

Memberships and activities

- State Bar of Texas
- National Association of Bond Lawyers
- Texas Bar Foundation, Fellow
- American College of Bond Counsel, Fellow

Clayton Scott Binford

Partner, San Antonio

Tel +1 210 270 7102

clayton.binford@nortonrosefulbright.com



Clay Binford joined the San Antonio office in 2007. Clay's practice focuses primarily on public finance matters, including bond, bank, and underwriter's counsel in tax and revenue-supported financings. He also has experience with governmental project finance and derivative transactions.

Practices

- Public and government finance
- Banking and finance

Education

JD, *cum laude*, St. Mary's University School of Law, 2001

BBA, Texas A&M University, 1998

Clay was admitted to practice law in Texas in 2001.

Admissions

- Texas State Bar

Rankings and recognitions

- The Best Lawyers in America, Best Lawyers, 2008 - 2018
- Acritas Star, *Acritas*, 2017 - 2018
- Texas Rising Star, government finance, *Super Lawyers*, *Thomson Reuters*, 2014 - 2016

Memberships and activities

- State Bar of Texas
- American Bar Association
- National Association of Bond Lawyers
- San Antonio Bar Association
- San Antonio Young Lawyers Association
- Edwards Aquifer Authority, Director (2004 - Present)
- City of San Antonio Conservation Advisory Board, Member, Medina County Representative (2006)

- Medina Valley ISD Education Foundation, Director, Former President (2003 - Present)

Stephanie Leibe

Senior Counsel, Austin

Tel +1 512 536 2420

stephanie.leibe@nortonrosefulbright.com



Stephanie Leibe joined Norton Rose Fulbright after serving almost 13 years as an Assistant Attorney General with the Public Finance Division of the Texas Attorney General's Office, where she was most recently Chief of the Public Finance Division.

She has experience in public finance transactions for state agencies, cities, counties, school districts, navigation districts, port authorities, economic development corporations, water districts and water authorities. This experience included traditional municipal finance, on behalf of nonprofit corporations, tax increment finance, public improvement districts, and derivate transactions.

Also, Stephanie served as General Counsel to the Texas Bond Review Board providing legal advice on both state agency bond issuances and private activity bond allocations. Additionally, she has testified before and served as a resource witness to members and committees of the Texas Legislature on a variety of public finance matters.

Practices

- Banking and finance
- Public and government finance

Education

JD, Loyola University School of Law, 1999

BA, cum laude, Government, Southeastern Louisiana University, 1995

Admissions

- Texas State Bar

Memberships and activities

- National Association of Bond Lawyers
- Texas Bar Association
- Austin Bar Association
- Dripping Springs Education Foundation - Board Member (June 2015 - present)
- Texas Pension Review Board - Board Member (November 2015 - present)

Arnold Cantu

Associate, San Antonio

Tel +1 210 270 7158

arnold.cantu@nortonrosefulbright.com



Arnold Cantu joined the San Antonio office as an associate in September 2013 as part of the Public Finance Department. Arnold's practice is devoted to public finance matters where he has served as bond counsel for various State and local government entities, including cities, counties, school districts, and municipal utility systems, and as underwriter's counsel for regional and national investment banks.

Mr. Cantu is a member of the National Association of Bond Lawyers. He also recently completed the San Antonio Hispanic Chamber of Commerce Alexander Briseño Leadership Development Program.

Practices

- Public and government finance

Education

2013 - J.D., Stanford Law School

2007 - B.A., High Honors, Rhetoric and Writing, University of Texas at Austin

Admissions

- Texas State Bar

Languages

- Portuguese
- Spanish

Lauren Ferrero

Associate, San Antonio

Tel +1 210 270 7118

lauren.ferrero@nortonrosefulbright.com



As an associate in the public finance group, Lauren's practice focuses on assisting state and local government entities in a variety of debt financing transactions. Lauren specifically concentrates her practice on conduit-financings and facilitating public-private partnerships. Her representative experience includes moral obligation financings, creating special purpose entities as a mechanism to issue additional debt, and performing "off-balance sheet" governmental functions to isolate special purpose debt and insulate the credit of governmental entities. On a regular basis, Ms. Ferrero serves as bond counsel, underwriters' counsel, trustee's counsel, and general counsel to political subdivisions, special purpose entities, investment banking firms, and financial institutions.

Practices

- Public and government finance

Education

2012 - J.D., St. Mary's University School of Law

2008 - M.S.W., University of Oklahoma

2007 - B.A., summa cum laude, Stephen F. Austin State University

While in law school, Lauren served as the research/articles editor for the St. Mary's Law Journal.

Admissions

- Texas State Bar

Memberships and activities

- State Bar of Texas
- Bexar County Women's Bar Association
- National Association of Bond Lawyers
- Women in Public Finance - Texas Chapter
- Valero Alamo Bowl, Committee Member
- Valero Texas Open, Volunteer
- William S. Sessions Inn of Court
- Children's Bereavement Center of South Texas, Board Member

Matt Lee

Counsel, San Antonio

Tel +1 210 270 7185

matt.lee@nortonrosefulbright.com



Matt joined the Public Finance group in the San Antonio office in July of 2015. Matt's practice is devoted to public finance matters where he has served as bond counsel for various state and local entities, including cities, counties, school districts, and other political subdivisions, and as underwriter's counsel for regional and national investment banks.

Prior to joining Norton Rose Fulbright, Matt worked in International Tax at a major professional services firm.

Practices

- Banking and finance
- Public finance

Education

LLM, University of Houston Law Center, 2010

JD, South Texas College of Law, 2009

MS, Accounting, Trinity University, 2006

BS, Business, Trinity University, 2005

While attending Trinity University, Matt served as the president of the professional business fraternity Alpha Kappa Psi. He served as a Graduate Student Assistant while getting his Masters in Accounting, also at Trinity University. Matt served as Corporate Counsel Review while he attended the South Texas College of Law.

Admissions

- Texas State Bar

Memberships and activities

- State Bar of Texas
- San Antonio Bar Association
- Texas State Board of Public Accountancy

Rosemarie Kanusky

Counsel, San Antonio

Tel +1 210 270 9362

rosemarie.kanusky@nortonrosefulbright.com



Rosemarie Kanusky has been practicing law in Texas for over 20 years. She focuses her practice on appellate matters, trial support, and local elections. Rose has briefed and argued appellate cases in state and federal courts on a wide range of topics in many industries. Her trial support work includes researching legal issues and drafting corresponding motions and pleadings. Her trial experience includes validation lawsuits for bonds and other public securities subject to the Texas Expedited Declaratory Judgment Act. Rose also advises political subdivisions on the logistics and ethics of their elections, primarily bond measures and tax rate ratifications. In this regard, she works closely with county election officials and the Elections Division of the Texas Secretary of State.

Prior to joining the San Antonio office, Rose served as a staff attorney for the Fourth Court of Appeals assigned to Justice Paul W. Green, who is now a member of the Texas Supreme Court. Rose was also a briefing attorney for Justice Tom Rickhoff of the Fourth Court of Appeals, Justice Tim Taft of the First Court of Appeals, and Justice Lee Duggan of the First Court of Appeals. She was a judicial intern for the First Court of Appeals and the Honorable Sim Lake, U.S. District Court Judge.

Practices

- Appellate
- Dispute resolution and litigation
- Public and government finance
- Banking and finance

Education

JD, *cum laude*, University of Houston Law Center, 1994

BA, *summa cum laude*, Our Lady of the Lake University, 1988

Rose was admitted to practice law in Texas in 1994 and is also authorized to practice in the United States Supreme Court, the United States Court of Appeals for the Fifth Circuit and the United States Court of Appeals for the Ninth Circuit.

Representative experience

- Helped coordinate over 50 elections
- Successful prosecution of lawsuits and appeals validating public securities
- Obtained reversal of \$65.5 million judgment for breach of fiduciary duty
- Successful defense of a summary judgment in favor of a product manufacturer

- Obtained reversal of \$62 million judgment based on premises liability
- Successful defense of an order dismissing a medical malpractice claim
- Obtained reversal of \$5 million judgment for breach of duty of good faith and fair dealing
- Successful defense of a summary judgment in favor of a physician in a malpractice claim
- Obtained reversal of \$8 million judgment based on premises liability
- Mandamus: Successful prosecution and defense of original proceedings in appellate courts, including attorney-client and trade-secret/confidential privileges, discovery issues, trial consolidation, and arbitration

Admissions

- Texas State Bar

Rankings and recognitions

- Best Lawyers in America, *Best Lawyers*, 2018
- San Antonio's Best Appellate Lawyers, S.A. Scene, Scene Publications, LLC, 2005, 2007, 2011

Publications

- Co-author with O. Rey Rodriguez and Mark Emery, "Hall's Standards of Review in Texas," 42 *St. Mary's L.J.* 3, 2010
- Speaker and author, "Nonjury Appeals," *SBOT Advanced Civil Appellate Practice Course*, September 2002
- Co-author with W. Wendell Hall *et al.*, "What's New in Standards of Review," *U.T. 11th Annual Conference on State & Federal Appeals*, May 2001
- Member of the Seminar Planning Committee, speaker and author, "Appealing Non-Jury Cases," *SBOT Advanced Civil Appellate Practice Course*, September 2000
- Member of the Seminar Planning Committee, speaker and author, "A Look Inside the Fourth Court of Appeals," *Appellate Law in the New Millennium: Bridging Theoretical Foundation with Practical Application*, March 1999
- Member of the Seminar Planning Committee and co-author with Justice Sarah B. Duncan, "Proposed TRAP Amendments: Introduction to a Brave New World," *Practice Before the Fourth & Thirteenth Courts of Appeals*, May 1997
- Member of the Seminar Planning Committee, speaker and author, "Briefing Clerks Do's and Don'ts," *Practice Before the Fourth Court of Appeals*, November 1995
- "Pharmaceutical Harmonization: Standardizing Regulations Among the United States, the European Economic Community, and Japan," 16 *Hous. J. Int'l L.*, 1994

Speaking engagements

- "How KM Was Won," 28th Annual Educational Conference, International Legal Technology Association, Phoenix, August 2005
- "E-Brief: Creating a Dynamic Digital Brief," Dallas Bar Association, Appellate Section, Dallas, September 2003

- "Nonjury Appeals," Advanced Civil Appellate Practice Course, State Bar of Texas, Austin, September 2002
- "Appealing Non-Jury Cases," Advanced Civil Appellate Practice Course, State Bar of Texas, Austin, September 2000

Memberships and activities

- State Bar of Texas
 - Appellate Section
- San Antonio Bar Association
 - Appellate Section

Rose has held several offices in the Appellate Section of the San Antonio Bar and has served on several committees for the Appellate Section of the State Bar of Texas. In 1997, she served as recording secretary for the Local Rules Committee of the Fourth Court of Appeals.

- Historic Preservation
 - King William Association, Transportation Committee (2014 - present), Finance Committee (2000 - 2012), Board (1999 - 2002)
 - National Trust for Historic Preservation (2011 - present)
 - San Antonio Conservation Society (2000 - 2002, 2013-present)
- Japanese Culture
 - All United States Kendo & Iaido Federation, Chair Summer Iaido Camp (2009 - 2010)
 - Southern United States Kendo & Iaido Federation, Vice President (2009 - 2013)
 - River City Iaido & Kendo Kyokai (1999 - 2013)
 - Japan America Society of San Antonio, Board (2009 - 2013)
- Arts
 - Association of Traditional Rug Hooking Artists (ATHA) (1997 - present)
 - The International Guild of Handhooking Rug Makers (TIGHR) (2008 - present)
 - Member of several museums in San Antonio
 - King William Fair, An Official Fiesta San Antonio Event, Planning Committee (2000 - present), Chair (2006 - 2009, 2011), Chair Select (2005 - 2006)

John Hall

Counsel, Dallas

Tel +1 214 855 8151
john.hall@nortonrosefulbright.com



John is a member of the public finance team in our Dallas and San Antonio offices. With over 12 years of experience in the public finance industry, his experience not only includes public finance law, but also financial advisory, and investment banking. John has served as lead relationship and/or execution banker transactions totaling over \$1 billion in aggregate par for Texas school districts, colleges and universities, state agencies, cities, counties, special districts, and utilities

Practices

- Public and government finance

Education

JD, St. Mary's University of Texas, 2005

MBA, St. Mary's University of Texas, 2005

BA, Government, Centre College, 1995

In law school, John was a member of Beta Gamma Sigma, the Mock Trial Team and the Board of Advocates.

Admissions

- Texas State Bar

Memberships and activities

- San Antonio Academy - Investment Committee
- San Antonio ISD Education Foundation
- Bruce Bowen Foundation

Lauren Ferrero

Associate, San Antonio

Tel +1 210 270 7118

lauren.ferrero@nortonrosefulbright.com



As an associate in the public finance group, Lauren's practice focuses on assisting state and local government entities in a variety of debt financing transactions. Lauren specifically concentrates her practice on conduit-financings and facilitating public-private partnerships. Her representative experience includes moral obligation financings, creating special purpose entities as a mechanism to issue additional debt, and performing "off-balance sheet" governmental functions to isolate special purpose debt and insulate the credit of governmental entities. On a regular basis, Ms. Ferrero serves as bond counsel, underwriters' counsel, trustee's counsel, and general counsel to political subdivisions, special purpose entities, investment banking firms, and financial institutions.

Practices

- Public and government finance

Education

2012 - J.D., St. Mary's University School of Law

2008 - M.S.W., University of Oklahoma

2007 - B.A., summa cum laude, Stephen F. Austin State University

While in law school, Lauren served as the research/articles editor for the St. Mary's Law Journal.

Admissions

- Texas State Bar

Memberships and activities

- State Bar of Texas
- Bexar County Women's Bar Association
- National Association of Bond Lawyers
- Women in Public Finance - Texas Chapter
- Valero Alamo Bowl, Committee Member
- Valero Texas Open, Volunteer
- William S. Sessions Inn of Court
- Children's Bereavement Center of South Texas, Board Member

Adam C. Harden

Associate, San Antonio

Tel +1 210 270 7120

adam.harden@nortonrosefulbright.com



Adam primarily focuses his practice on the federal tax aspects of public finance transactions and on general nonprofit corporation tax matters. He provides advice in connection with tax-exempt financing transactions for cities, counties, school districts, higher education authorities, colleges and universities, hospital systems, state agencies, municipal utility districts, housing authorities, and other tax-exempt organizations. Adam has additional experience advising on the financing of professional and collegiate sports stadiums. He advises issuers and underwriters regarding financings involving new money projects, refundings, capital and working capital financings, commercial paper issues, pooled bonds, variable rate bonds, and fixed rate bonds. In 2014, Adam performed the tax analysis and helped deliver the tax opinion for the first charter school financing to be guaranteed by the Texas Permanent School Fund, the nation's largest educational endowment.

Adam has performed the tax analysis on more than 400 bond counsel transactions aggregating over \$14.5 billion of total principal amount issued.

In conjunction with tax-exempt financings, Adam represents numerous clients with IDRs, VCAP closing agreements, IRS audits, rebate compliance, and other administrative proceedings.

In addition to advising on public finance transactions, Adam maintains a general nonprofit corporate tax practice in which he routinely creates corporate entities, guides the entity through the application process for tax-exempt status recognition, and advises on ongoing compliance issues once such recognition is received. He has advised on certain tax consequences of domestic and international corporate reorganizations, mergers and acquisitions in the healthcare field, and on compliance, regulatory, and legislative matters affecting 501(c)(3), 501(c)(4), and 501(c)(6) organizations.

Adam has presented on federal tax issues at the National Association of Bond Lawyers' Bond Attorneys' Workshop, the Bond Buyer's annual Texas Public Finance Conference, and at events hosted by the Government Finance Officers Association and the State Bar of Texas.

Practices

- Healthcare
- Infrastructure
- Public and government finance
- Real estate
- Tax

Education

LL.M, Taxation, New York University School of Law, 2011

JD, *with honors*, University of Texas School of Law, 2009

MPA, Accounting, University of Texas at Austin, 2007

MPA, Exchange, International Accounting, ESCP Europe (Paris, France), 2007

BS, Accounting, Political Science, Trinity University, 2006

Representative experience

Adam has performed the tax analysis on more than 400 bond counsel transactions aggregating over \$14.5 billion of total principal amount issued.

Admissions

- District of Columbia Bar
- Texas State Bar

Rankings and recognitions

- Texas Rising Stars, *Thompson Reuters*, 2018
- Life Fellow, Texas Bar Foundation, 2014-Present
- Pro Bono College of the State Bar of Texas, 2015-Present

Publications

- Co-Author, "Final Regulations on Issue Price Impose New Restrictions on the Offering and Sale of Tax-Exempt Bonds," *Texas Tax Lawyer*, Spring 2017
- Co-Author, "IRS Updates Tax Rules Relating to Qualified Management Contracts," *Texas Tax Lawyer*, Spring 2017
- Author, "Rev. Proc. 2016-44 Provides a Path for Long-Term Management Contracts with a Few New Challenges," *American Bar Association Tax Times*, Vol. 36 No. 2
- Co-Author, "Where We Stand on Issue Price," *Ballard Spahr Alert*, 11/09/2015
- Editor, "Fundamentals of Municipal Bond Law," *NABL*
- Co-Author, "A Mystery Partially Unveiled: The IRS Rules on Section 7702A's Necessary Premium Test," *Taxing Times*
- Contributor, "Partial Exchange Guidance Keeps Improving," *Taxing Times*
- Contributor, "The Big Business of College Game Day," *Texas Review of Entertainment & Sports Law*

Speaking engagements

- "Private Activity Bond Tests," NABL 2018 Bond Attorneys' Workshop
- "Tax Cuts and Jobs Act: Potential Impact on State and Local Governments," Government Finance Officers Association

- "Tax Reform: State and Local Implications," The Bond Buyer's Texas Public Finance Conference, February 12-14, 2018
- "Private Activity Bond Tests," NABL 2017 Bond Attorneys' Workshop
- "Tax Hot Topics: Recent Updates on Issue Price and Qualified Management Contracts," Harris County Department of Education, School Finance Counsel Workshop
- "Recent IRS Guidance on Tax-Exempt Bonds: Management and Physician Contracts," Web Seminar, Norton Rose Fulbright US LLP, March 9, 2017
- "Careers in Tax Law," State Bar of Texas Presentation at the University of Houston Law Center
- "Private Business Use Seminar," Norton Rose Fulbright Client Workshop
- "IRS Current Events," First Southwest 2017 Post-Issuance Compliance Seminar
- "Tax Issues in 501(c)(3) Financings," NABL 2014 Bond Attorneys' Workshop
- "Launching Your Legal Career," Justice James A. Baker Guide to Ethics and Professionalism in Texas

Memberships and activities

- National Association of Bond Lawyers, Tax Law Committee
- American Bar Association, Section of Taxation and Tax-Exempt Finance Committee
- State Bar of Texas, Tax Section, Vice Chair of Tax-Exempt Finance Committee (2016-Present)
- District of Columbia Bar, Taxation Section
- Texas Young Lawyers Association, Board of Directors (2014-2015)
- Trinity University Alumni Association, Chapter President (2015), Board of Directors (2013-2014; 2017-Present)
- Trinity University, Stadium Finance Committee
- Texas Biomedical Research Institute, Founder's Council

Response to RFQ

**Statement of Qualifications
For
Bond Counsel Services
To
The City of Lamesa, Texas**

600 Congress Ave., Suite 1800
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood, Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

700 N. St. Mary's Street, Suite 1525
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

COVER LETTER



August 9, 2018

Ms. Shawna Burkhart
City Manager
Lamesa City Hall
601 S. 1st Street
Lamesa, Texas 79331

Dear Ms. Burkhart:

On behalf of McCall, Parkhurst & Horton L.L.P. ("McCall," the "firm," or "us"), I submit this statement of qualification for bond counsel services to the City of Lamesa, Texas ("you" or the "City").

McCall serves as bond counsel to more issuers of tax-exempt debt than any other law firm in the State of Texas or in the Southwestern United States. Accordingly, we serve as bond counsel to more Texas political subdivisions than any other lawyer or law firm. We are consistently ranked by Thompson Reuters among the top ten bond counsel firms in the United States, as well as the #1 bond counsel firm here in Texas. McCall frequently serves as bond counsel on more bond transactions than any other law firm in the country.

In 2019 the firm will celebrate our 100th anniversary. During the course of our existence, we have been committed to providing Texas political subdivisions with quality bond counsel services, and we hereby reaffirm our commitment to provide the City with such services to the best of our collective abilities. Investment banks, local and state government agencies, financial advisors and other professionals rely on us daily to guide them through the most basic, and the most complicated, financings in the State of Texas and in the United States. We are confident that our level of service to you will be unmatched.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

By

A handwritten signature in black ink, appearing to read "Dan Culver".
Dan S. Culver

Enclosures

EXECUTIVE SUMMARY

McCall, Parkhurst & Horton L.L.P. ("McCall") has practiced exclusively in the area of public finance law since the firm's creation in 1919. The firm's opinion (as to the validity and enforceability of a public entity's debt obligations and, later, tax exemption) was the first given by a Texas firm accepted in the national securities markets. We are the only law firm in Texas, and one of a few law firms nationwide, that specialize solely in the field of public finance. The firm is composed of 32 active attorneys located in Austin, Dallas, Houston and San Antonio.

McCall is the leading bond counsel in Texas and routinely ranks in the top ten bond counsel firms nationally. Historically, the firm has served as bond counsel for more issuers of public securities than any other law firm in the southwestern United States, and in some years, McCall has served as bond counsel on more bond transactions than any other law firm in the country. Our high national ranking is not only an indication of the stature of the firm in the public finance industry, but more importantly, an indication of the depth and breadth of our practice. We consistently achieve our high rankings by holding ourselves to the highest standards of technical expertise, professional dedication, client service and ethical responsibility.

McCall represents some of the largest and most sophisticated issuers in the country, including the Cities of Austin, Dallas and Fort Worth, the Dallas/Fort Worth International Airport, the North Texas Tollway Authority, the Texas Department of Transportation, the Texas Water Development Board, the University of Texas System, Texas A&M University System, Texas State University System, and many more. McCall has been a leader in drafting legislation and developing innovative financing techniques in Texas for nearly a century.

The following tables summarize the number of transactions and dollar value of public finance issues for which McCall has served as bond counsel in recent years:

National and State Rankings¹						
Year	National Ranking			Texas Ranking		
	Rank	Par Amount	No. of Issues	Rank	Par Amount	No. of Issues
2017	5	\$13,124,400,000	385	1	\$13,064,200,000	375
2016	5	\$15,364,200,000	485	1	\$15,212,700,000	470
2015	3	\$14,859,600,000	436	1	\$14,722,400,000	424
2014	3	\$13,135,500,000	359	1	\$13,022,000,000	347
2013	6	\$10,333,900,000	363	1	\$10,218,400,000	352
2012	7	\$10,411,000,000	359	1	\$10,234,000,000	350
2011	8	\$6,941,800,000	291	1	\$6,760,100,000	283
2010	7	\$11,467,000,000	360	1	\$11,419,300,000	355
2009	5	\$9,390,700,000	258	1	\$9,206,700,000	230
2008	6	\$11,276,400,000	238	1	\$11,215,000,000	229
2007	8	\$9,221,500,000	292	2	\$7,703,400,000	232

¹ As reported by Thomson Reuters in its US Municipals Review; excludes private bank placements and remarketing of variable rate demand obligations.

2017 Top Ten National Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$48,029,500,000	442
2	Hawkins Delafield & Wood LLP	\$24,285,300,000	369
3	Norton Rose Fulbright	\$20,794,500,000	298
4	Kutak Rock LLP	\$17,669,500,000	470
5	McCall Parkhurst & Horton LLP	\$13,124,400,000	385
6	Chapman and Cutler LLP	\$11,804,400,000	402
7	Nixon Peabody LLP	\$10,890,100,000	92
8	Stradling Yocca Carlson & Rauth, P.C	\$ 9,188,500,000	201
9	Squire Sanders & Boggs LLP	\$ 9,039,500,000	189

2016 Top Ten National Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$40,443,800,000	454
2	Hawkins Delafield & Wood LLP	\$21,278,100,000	349
3	Norton Rose Fulbright	\$17,792,500,000	354
4	Kutak Rock LLP	\$16,489,900,000	464
5	McCall Parkhurst & Horton LLP	\$15,364,200,000	485
6	Chapman and Cutler LLP	\$10,761,700,000	436
7	Stradling Yocca Carlson & Rauth, P.C.	\$10,716,700,000	226
8	Squire Patton Boggs	\$10,302,200,000	183
9	Gillmore & Bell PC	\$ 8,081,100,000	457
10	Bracewell LLP	\$ 7,627,000,000	132

2015 Top Ten National Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$37,545,100,000	391
2	Hawkins Delafield & Wood LLP	\$23,077,800,000	396
3	McCall Parkhurst & Horton LLP	\$14,859,600,000	436
4	Norton Rose Fulbright	\$13,398,400,000	368
5	Kutak Rock LLP	\$13,334,300,000	412
6	Gillmore & Bell PC	\$ 9,127,800,000	464
7	Ballard Spahr LLP	\$ 8,938,900,000	134
8	Sidley Austin LLP	\$ 8,540,700,000	43
9	Chapman and Cutler LLP	\$ 8,510,100,000	408
10	Squire Patton Boggs	\$ 8,468,300,000	194

2014 Top Ten National Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$30,384,700,000	321
2	Hawkins Delafield & Wood LLP	\$16,441,100,000	301
3	McCall Parkhurst & Horton LLP	\$13,135,500,000	359
4	Kutak Rock LLP	\$9,955,000,000	305
5	Sidley Austin LLP	\$ 8,859,900,000	44
6	Stradling Yocca Carlson & Rauth, P.C.	\$ 8,391,400,000	139
7	Norton Rose Fulbright	\$ 8,136,700,000	324
8	Greenberg Traurig LLP	\$ 7,699,400,000	77
9	Squire Patton Boggs	\$ 7,650,600,000	181
10	Chapman and Cutler LLP	\$ 7,476,800,000	394
10	Gillmore & Bell PC	\$ 8,753,500,000	445

¹ Source: Thomson Reuters US Municipals Review.

2017 Top Five Texas Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$13,150,100,000
2	Norton Rose Fulbright LLP	\$ 7,028,100,000
3	Andrews Kurth LLP	\$ 5,609,600,000
4	Bracewell & Giuliani LLP	\$ 5,518,900,000
5	Mahomes, Bolden	\$ 1,358,900,000

2016 Top Five Texas Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$15,512,700,000
2	Norton Rose Fulbright LLP	\$ 8,880,400,000
3	Bracewell & Giuliani LLP	\$ 7,663,300,000
4	Andrews Kurth Kenyon LLP	\$ 7,436,700,000
5	Allen Boone Humphries Robinson LLP	\$ 1,173,900,000

2015 Top Five Texas Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$14,722,400,000
2	Norton Rose Fulbright LLP	\$ 7,558,300,000
3	Bracewell & Giuliani LLP	\$ 6,227,200,000
4	Andrews Kurth LLP	\$ 6,195,800,000
5	Escamilla & Poneck LLP	\$ 1,513,400

2014 Top Five Texas Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$13,022,000,000
2	Andrews Kurth LLP	\$ 6,084,900,000
3	Norton Rose Fulbright LLP	\$ 5,854,900,000
4	Bracewell & Giuliani LLP	\$ 5,091,100,000
5	Bates & Coleman P.C.	\$ 960,700

¹ Source: Thomson Reuters, as published in *The Bond Buyer*.

USDA RURAL UTILITES SERVICE ISSUES

Following is a list of USDA Rural Utilities Service loan transactions structured as issues of public securities for which McCall, Parkhurst & Horton L.L.P. served as bond counsel to the borrowing city, county or district.

Issue Name	Principal Amount Borrowed
2018	
City of Asherton, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018A	\$411,000
City of Asherton, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018B	\$1,990,000
City of Asherton, Texas General Obligation Refunding Bonds, Series 2018	\$412,000
City of Clarendon, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2018	\$2,522,000
El Paso County, Texas Certificates of Obligation, Series 2018	\$1,334,000
2017	
City of Breckenridge, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017A	\$846,000
City of Breckenridge, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017B	\$4,262,000
El Paso County Water Control and Improvement District No. 4 Combination Tax and Water and Sewer Revenue Bonds, Series 2017	\$2,261,000
City of Kaufman, Texas General Obligation Bonds, Taxable Series 2017	\$6,630,000
City of Kress, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2017	\$211,000
City of Baird, Texas Combination Tax and Revenue Certificate of Obligation, Taxable Series 2017	\$3,300,000
2016	
City of Memphis, Texas Waterworks and Sewer System Revenue Bond, Series 2016	\$252,000
Mustang Special Utility District Revenue Bonds, Series 2016	\$2,442,000
Mustang Special Utility District Revenue Bonds, Series 2016A	\$11,700,000
Reagan County Water Supply District Combination Tax and Water Supply System Revenue Bond, Taxable Series 2016	\$5,364,000
Swisher County, Texas Combination Tax and Revenue Certificate of Obligation, Taxable Series 2016A	\$2,994,000
2015	
Town of Buffalo Gap, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015	\$324,000
2014	
Town of Buffalo Gap, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014	\$2,329,000

PROFESSIONAL STAFF

The professional staff of McCall, Parkhurst & Horton L.L.P. is composed of 32 active attorneys. Each and every attorney practices exclusively in the area of public finance. The following table lists the name, position, location and years of experience as an attorney for each member of the professional staff:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Years Experience</u>
G. Charles Kobdish*	Partner	Dallas	43
Alan H. Raynor	Partner	Dallas	44
Jeffrey A. Leuschel	Partner	Dallas	37
L.E. (Ted) Brizzolara III	Partner	Dallas	37
Harold T. Flanagan	Of Counsel	Dallas	39
Thomas K. Spurgeon	Partner	San Antonio	36
Dan S. Culver	Partner	Dallas	32
Carol D. Polumbo*	Partner	Austin	32
Gregory B. Salinas	Partner	Austin	28
Mark A. Malveaux	Partner	Dallas	25
Leroy Grawunder, Jr.*	Partner	Dallas	39
Gregory C. Schaecher	Partner	Dallas	21
Richard S. Donoghue, Jr.	Partner	Austin	18
Joe Eckert	Partner	Dallas	20
Noel Valdez	Partner	San Antonio	17
J. Bart Fowler*	Partner	Austin	19
Stefano Taverna	Partner	Dallas	15
Jeff Gulbas	Partner	Dallas	11
Christopher A. Settle	Partner	Dallas	14
Rodolfo Segura Jr	Partner	Dallas	8
Sam M. Gill	Partner	Dallas	10
Clayton Chandler	Associate	Austin	9
Hasan Mack	Associate	Austin	7
Orlando Juarez, Jr.	Associate	San Antonio	7
Molly E. Carson	Associate	Dallas	7
Nicole Kintop Smith	Associate	Dallas	12
Abe Benavides	Associate	Dallas	3
M. Clark Kimball	Associate	Dallas	1
Jacqueline Hensley	Associate	Austin	1
Rebecca Bronson	Of Counsel	Austin	37
Jana Cogburn	Of Counsel	Houston	40
Michael Harris	Of Counsel	Houston	22
Kathy S. Cooper	Legal Asst.	San Antonio	N/A
Victoria D. DiMaria	Legal Asst.	Dallas	N/A

*Served as Assistant Attorney General of Texas in the Public Finance Division.

Below are the names, titles, office locations and years of experience in the area of public finance for each of the persons to be assigned to the City's account:

<u>Name</u>	<u>Title</u>	<u>Office Location</u>	<u>Experience</u>
Dan S. Culver	Partner	Dallas	32 years
Nicole Kintop Smith	Associate	Dallas	12 years

Brief résumés for each of the above-listed attorneys follows:

DAN S. CULVER



Dan Culver is a 1985 graduate of Southern Methodist University School of Law. He joined McCall, Parkhurst & Horton L.L.P. upon graduation from the SMU School of Law, and has been a partner in the firm since 1991. Dan's practice includes a wide variety of general governmental issuers, including cities, counties, school Citys, junior college Citys, hospital Citys and special utility Citys. In addition, his practice includes representation of a variety of regional issuers, including joint powers agencies and river authorities, with respect to which Mr.

Culver has provided bond counsel services for both governmental bonds, as well as for private activity "conduit" issues. His practice in the area of conduit financing has included a large volume of sewage and solid waste, dock and wharf and small issue manufacturing projects, as well as transactions involving 501(c)(3) organizations that use tax-exempt financing for university, primary and secondary educational facilities. Among other representations, Dan has represented the Texas Permanent School Fund as disclosure counsel since the initiation of SEC Rule 15c-12 in 1996. Dan provides leadership to the firm with respect to its representation of governmental issuers as disclosure counsel, and he frequently represents regional and national investment banking firms as underwriter counsel on negotiated governmental and 501(c)(3) transactions.

NICOLE KINTOP SMITH



Nicole Kintop Smith is an associate in the Dallas office of the Firm. Nicole serves as bond counsel, disclosure counsel, and underwriters' counsel on tax-exempt debt financings, including representing cities, counties, school Citys, water Citys, transportation authorities and various other issuers. Practice primarily consists of representing issuers on water and sewer projects financed by the Texas Water Development Board and assisting on strategic refinancings for the North Texas Tollway Authority. Nicole brings more than a decade of legal experience and over six years as a public finance lawyer.

Prior to joining the firm, Nicole practiced as a public finance associate with a boutique firm in Dallas. Nicole also previously practiced with a boutique firm in Milwaukee, Wisconsin, focusing on public finance and civil litigation matters.

Nicole also worked as a sole practitioner and real estate broker handling real estate and civil litigation matters. Upon obtaining her law degree from William Mitchell College of Law, Nicole served as a law clerk for the Wisconsin Court of Appeals, City IV. Nicole graduated *Valedictorian* from Lane College (B.A.) and received her Juris Doctor from William Mitchell College of Law in St. Paul, Minnesota. Nicole is a member of the State Bar of Texas and the State Bar of Wisconsin, the National Association of Bond Lawyers and Women in Public Finance.

REFERENCES

Below is contact information for clients with borrowing needs that are similar to those of the City who can speak to the firm's abilities and to the qualifications and experience of the members of the proposed project team.

	<u>Name, Address, Contact, Title, Phone Number</u>
1.	Mr. Chris Boyd, General Manager Ms. Patty Parks, Chief Financial Officer Mustang Special Utility District 7985 FM 2931 Aubrey, Texas 76227-3940 Phone: (940) 440-9561 chris@mustangwater.com pparks@mustangwater.com
2.	Mr. Shawn Pate, City Manager City of Bonham 514 Chestnut Street Bonham, Texas 75418-3738 Phone: (903) 583-7555 spate@cityofbonham.org
3.	Ms. Angela Coen Finance Director City of Longview 300 West Cotton Street Longview, Texas 75601 Phone: (903) 239-5521 acoen@longviewtexas.gov

FORM OF BOND COUNSEL SERVICES CONTRACT

_____, 2018

Mayor and Members of the City Council
City of Lamesa, Texas
601 S. 1st Street
Lamesa, Texas 79331

Re: Legal Services of Bond Counsel

Dear Mayor and Members of the City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Lamesa, Texas (the "Issuer") in connection with the authorization, issuance, sale and delivery of bonds, certificates of obligation, tax notes, and other debt obligations (collectively, "Obligations") of the Issuer.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform a specialized legal service. The tasks undertaken as Bond Counsel with respect to a specific issuance of Obligations would include those necessary to render an opinion by our firm (the "Legal Opinion") to the effect that the Obligations have been authorized, issued and delivered in accordance with the Constitution and laws of the State of Texas, constitute valid and legally binding obligations of the Issuer, and that, assuming the Obligations are issued on such basis, the interest on said Obligations is excludable from gross income for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions. In particular, we would prepare and direct the legal proceedings and perform the other necessary legal services in connection with the authorization, issuance, and delivery of such Obligations, including, specifically, those duties set forth in Exhibit A attached hereto and titled "Bond Counsel Services".

Upon request of the Issuer, the firm will undertake additional services as further described in Exhibit A.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as

they deem necessary and appropriate to represent their interests in the various transactions undertaken pursuant to this agreement. We further assume that all other parties to any transaction will be made to understand that in our role as bond counsel to the Issuer we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our legal services are limited to those contracted for in this letter. The Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Legal Opinion.

CONFLICTS

Our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of such entities involved in the issuance or purchase of an issue of Obligations. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of Obligations of the Issuer so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of an issue of Obligations.

NON-DISCRIMINATION POLICY

We certify that we do not discriminate in our employment or in the provision of services on the basis of race, sex, national origin, religion, age or disability.

FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Obligations, and such services and advice may be essential to the development of the plan of finance for the issuance of the Obligations. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if

an offering document is used in the offering of the Obligations, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Legal Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not “financial advisors” or “financial experts” in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Obligations. By signing this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Obligations; (ii) the duties we will undertake pursuant hereto; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for serving in the capacity of bond counsel will be:

I. with respect to each series of Obligations sold to a federal or state government or agency, or any division or department thereof, our fee will be \$_____ for the first \$1,000,000 in principal amount of Obligations issued, plus \$__ per \$1,000 for the next \$4,000,000 in principal amount of obligations issued, plus \$__ per \$1,000 for principal amounts of Obligations issued in excess of \$5,000,000, provided, however, that our minimum fee for each series of Obligations sold to such purchaser will be \$_____; and

II. with respect to each series of Obligations sold to a purchaser other than a federal or state government or agency, our fee will be \$_____ for the first \$1,000,000 in net proceeds generated from the sale of such Obligations, plus \$__ per \$1,000 for net proceeds in excess of \$1,000,000, subject to a minimum fee of \$_____ for each such series of Obligations. For purposes hereof, the term “net proceeds” means an amount equal to the principal amount of the respective series of Obligations, plus[less] net premium[discount], and less underwriters’ discount and less any bond insurance premium.

In addition, the Issuer will reimburse us for out-of pocket expenses incurred in connection with the proposed transaction, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees and other expenses. Our statement for payment of our fee and reimbursement for out-of -pocket expenses will be billed after the closing of the Obligations. If the financing is not consummated, we understand and agree that we will not be paid.

State law requires that Obligations must be submitted to the Attorney General of Texas for review and approval and that a statutory fee (an amount equal to 0.1% principal amount of the

Obligations, subject to a minimum of \$750 and a maximum of \$9,500) be paid upon the submission of the transcript of proceedings for the Obligations to the Attorney General. The Attorney General filing fee is nonrefundable. The Issuer agrees to provide to us a check in the amount of the Attorney General filing fee for the Obligations, which we agree will be submitted to the Attorney General when we submit the transcript of proceedings for the Obligations to the Attorney General. If for any reason the transcript of proceedings is not submitted to the Attorney General, we will return the check, uncashed, to the Issuer.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

TERM

This Agreement shall be for a period of five (5) years from the effective date set forth above; provided, however, this Agreement may be terminated prior to such date, with or without cause, by either party, upon sixty (60) days prior written notice. No penalty will be assessed for termination of this Agreement in this manner, provided that we will continue as Bond Counsel for the Issuer and be compensated pursuant to this agreement with respect to any issue of obligations of the Issuer in process of issuance at the time of the giving of any such notice.

GENERAL PROVISIONS

This engagement shall be governed by and construed in accordance with the Laws of the State of Texas.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. Please contact the undersigned with any questions or clarifications regarding this letter.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

By:

Dan S. Culver

Accepted and Approved

City of Lamesa, Texas

By: _____

Title: Mayor

Effective Date: _____, 2018

EXHIBIT A

SCOPE OF BOND COUNSEL SERVICES

In this engagement, we expect to perform the following duties:

1. Consultation with the Issuer's staff, the City Council of the Issuer, the Issuer's Financial Consultant, the Issuer's Consulting Engineers, and other officials and consultants of the Issuer, as appropriate, in planning for the issuance of debt, including consultations concerning federal tax considerations, bond sizing issues and escrow requirements.
2. Prepare all instruments pursuant to which the Obligations will be authorized, secured, sold, and delivered in consultation with the Issuer's staff, the City Council of the Issuer, the Issuer's Financial Consultant, the Issuer's Consulting Engineers, and other officials and consultants of the Issuer, including the ordinance, order or resolution authorizing the issuance of the debt, the federal tax certificate (when applicable) and other customary and necessary documents and certificates.
3. Review legal issues relating to the structure of the Obligation issue.
4. Attend meetings of the City Council and meetings with the Issuer's staff and advisors to the extent required or requested.
5. Attend meetings with prospective bond purchasers and meetings with rating agencies or credit enhancers to the extent requested or required.
6. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Obligations, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Obligations approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.
7. Supervise the printing, execution, and delivery of the Obligations to the purchasers.
8. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Legal Opinion") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and, if applicable, the excludability of interest on the Obligations from gross income for federal income tax purposes.

The Legal Opinion will be based on facts and law existing as of its date. In rendering our Legal Opinion, we will rely upon the certified proceedings and other certifications of public officials

and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of an issue of Obligations and their security. We understand that you will direct members of your staff and other advisors and consultants of the Issuer to cooperate with us in this regard.

If and as required by the Issuer, we will perform additional legal services not otherwise included herein as services as bond counsel, such as attendance at meetings and drafting of documents other than those directly required for the issuance, sale and delivery of the Obligations of the Issuer, and other services not included herein as services as bond counsel. Our fees for such additional services will be as agreed to by the Issuer and us.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Review of procurement requirements, or preparation or review of requests for bids or proposals or preparation or review of construction documents.
- (2) Assisting in the preparation or review of financial disclosure with respect to the Obligations.
- (3) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (4) Preparing state securities law memoranda or investment surveys with respect to the Obligations.
- (5) Drafting state constitutional or legislative amendments.
- (6) Pursuing test cases or other litigation.
- (7) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Obligations.
- (8) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (9) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations).

(10) Negotiating the terms of, or opining as to, any investment contract.

(11) Except as hereinafter described, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. We will review those sections of the disclosure document to be disseminated in connection with the sale of the Obligations which describe the Obligations, the ordinance of the City Council authorizing the issuance of the Obligations, and the tax-exempt treatment of the interest on the Obligations for purposes of federal income taxation.

(12) Addressing any other matter not specifically set forth above that is not required to render our Legal Opinion.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 11, 2018

AGENDA ITEM: 13

**SUBJECT: APPROVAL OF LEASE OF CATERPILLAR 120M2 MOTOR
GRADER AS OF OCTOBER 1, 2018 FROM WARREN CAT:**
PROCEEDING: Action
SUBMITTED BY: City staff

SUMMARY STATEMENT

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.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ 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 _____ 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 Sep-27-18
 Funded by Sep-27-18

DEALER

WARREN POWER & MACHINERY, INC

Sales person
 Dealer contact
 Telephone

Quote number 603-5549
 Fax number
 Quote date 08/29/2018
 Quote time 8:58:59

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 60 Monthly
 Payments in Arrears

Quoted by e453a2a
 Report created by e453a2a

	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	2,085.48	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	204.85	2,290.33

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

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 603-5549

Dated _____, 20____

between
Caterpillar Financial Services Corporation
 and
CITY OF LAMESA

Description of Unit: 1 Caterpillar 120M2 serial # M9C00847 **ROAD GRADER**

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.05001%	Concluding Payment (*)
Aug-28-18	0	188,228.10	0.00	0.00	0.00	188,228.10
Nov-28-18	1	188,228.10	6,274.82	0.00	2,376.38	184,329.66
Feb-28-19	2	184,329.66	6,274.82	0.00	2,327.17	180,382.01
May-28-19	3	180,382.01	6,274.82	0.00	2,277.32	176,384.51
Aug-28-19	4	176,384.51	6,274.82	0.00	2,226.86	172,336.55
Nov-28-19	5	172,336.55	6,274.82	0.00	2,175.75	168,237.48
Feb-28-20	6	168,237.48	6,274.82	0.00	2,124.00	164,086.66
May-28-20	7	164,086.66	6,274.82	0.00	2,071.60	159,883.44
Aug-28-20	8	159,883.44	6,274.82	0.00	2,018.53	155,627.15
Nov-28-20	9	155,627.15	6,274.82	0.00	1,964.79	151,317.12
Feb-28-21	10	151,317.12	6,274.82	0.00	1,910.38	146,952.68
May-28-21	11	146,952.68	6,274.82	0.00	1,855.28	142,533.14
Aug-28-21	12	142,533.14	6,274.82	0.00	1,799.48	138,057.80
Nov-28-21	13	138,057.80	6,274.82	0.00	1,742.99	133,525.97
Feb-28-22	14	133,525.97	6,274.82	0.00	1,685.76	128,936.91
May-28-22	15	128,936.91	6,274.82	0.00	1,627.83	124,289.92
Aug-28-22	16	124,289.92	6,274.82	0.00	1,569.17	119,584.27
Nov-28-22	17	119,584.27	6,274.82	0.00	1,509.75	114,819.20
Feb-28-23	18	114,819.20	6,274.82	0.00	1,449.60	109,993.98
May-28-23	19	109,993.98	6,274.82	0.00	1,388.67	105,107.83
Aug-28-23	20	105,107.83	6,274.82	100,160.00	1,326.99	0.00
t o t a l			<u>125,496.40</u>	<u>100,160.00</u>	<u>37,428.30</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
 (Lessee)



SALES AGREEMENT

DATE Aug 28, 2018

WARREN CAT, PO BOX 60662, MIDLAND, TX 79711-0622 Phone:(432) 571-4200

PURCHASER	CITY OF LAMESA		
STREET ADDRESS	601 S 1ST ST		
CITY/STATE	LAMESA, TX	COUNTY	DAWSON (6C1)
POSTAL CODE	79331-6247	PHONE NO.	806 872 2124
CUSTOMER CONTACT:	EQUIPMENT	ROBERT RAMERIZ	
	PRODUCT SUPPORT	ROBERT RAMERIZ	
INDUSTRY CODE:	GOVT GENERAL USAGE (207G)	PRINCIPAL WORK CODE	
CUSTOMER NUMBER	9981500	Sales Tax Exemption # (if applicable)	GOVT
		CUSTOMER PO NUMBER	
PAYMENT TERMS:	(All terms and payments are subject to Finance Company - OAC approval)		
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$188,528.10
PAYMENT PERIOD	MONTHLY	PAYMENT AMOUNT	\$2,082.38
		CONTRACT INTEREST RATE	5.05%
		NUMBER OF PAYMENTS	60
		OPTIONAL BUY-OUT	\$100,160.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 120M2	YEAR: 2018	
STOCK NUMBER: C83338	SERIAL NUMBER: 0M9C00847		
120M2 MOTOR GRADER	353-2916	LANGUAGE, ENGLISH	310-0685
120M2 MOTOR GRADER	353-2916	ANTIFREEZE WINDSHIELD WASHER	0P-1939
MOLDBOARD, 14' PLUS	349-3048	COMFORT PACKAGE	391-8968
DRAWBAR, 4 SHOE CIRCLE GUIDES	253-4626	LIGHTS, WORKING, PLUS, HALOGEN	353-2895
WEATHER, COLD	353-2892	CAMERA, REAR VISION	391-2914
LINES, STANDARD W/O ACCUMULATOR	309-0760	MIRRORS, OUTSIDE MOUNTED	233-3295
PRECLEANER, SY-KLONE	356-1437	GUARD, TRANSMISSION	366-2462
INSTALLATION ARRANGEMENT	365-2196	STARTING AID - ETHER	373-8181
BASE + 1 (RIP)	309-9846	HEATER, ENGINE COOLANT, 120V	255-1336
LIGHTS, FRONT HEADLIGHTS, HIGH	309-9881	PUSH PLATE, COUNTERWEIGHT	367-6842
STARTING, (50 MT)	325-6335	PRODUCT LINK, SATELLITE PLE631	464-6805
CAB, PLUS	390-6789	DRAIN, GRAVITY, ENGINE OIL	324-5330
NO ACCUGRADE	362-5222	COOLANT, 50/50, -35C (-31F)	447-0898
JOYSTICK CONTROLS, BASIC	357-9151	ROLL ON-ROLL OFF	0P-2265
TIRES, 14.0R24 MX XGLA2 * G2 MP	252-0679	TIER 4 FINAL AB&T CREDIT USING	477-3438
YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price
1981	120H - CATERPILLAR (AA)	XXX	\$206,228.10
			Ext Warranty
			Included
			CSA
			Included
			Less Gross Trade Allowance
			(\$18,000.00)
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			Net Balance Due
GROSS TRADE ALLOWANCE			\$188,228.10
PAYOUT TO			Document Fee
AMOUNT OWING			\$300.00
CUSTOMER TO PAYOUT <input type="checkbox"/>			After Tax Balance
WARREN CAT TO PAY OUT <input type="checkbox"/>			\$188,528.10
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY
The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.			INITIAL
Standard 12 Month Unlimited Hour Full Machine Coverage			
120 GOVERNMENT 60 / 5000 PREMIER			
CSA: 5/5000 TT&M			
NOTES:			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

To the extent that the property described herein is used equipment, Buyer is hereby notified that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) in this agreement to sell such equipment to CATD Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

WARREN CAT

PURCHASER

ORDER RECEIVED BY

Lance Wells

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CITY OF LAMESA

PURCHASER

BY

SIGNATURE

TITLE

OTHER TERMS AND CONDITIONS

PAYMENT AND SECURITY INTEREST:

Unless otherwise indicated above, payment shall be made in full on or before Purchaser takes possession of Equipment. If full payment is not made prior to possession, then Purchaser grants to Seller a security interest in the Equipment and all proceeds thereof to secure payment of the Purchase Price and any and all liabilities and obligations of Purchaser to Seller. Seller may file Financing Statements, Continuation Statements, or any other such documents all without Purchaser's signature and at the expense of Purchaser. Any delinquent payment shall bear interest from the date it is due until paid at the highest interest rate permitted under applicable law.

WHERE AND WHOM TO MAKE PAYMENTS:

All checks shall be made payable to Warren Cat and sent to PO Box 842116, Dallas, TX 75284 and please underline and bold the address just as before.

DEFINITION OF WARREN CAT AND SELLER:

Warren Cat and Seller are defined as Warren Power & Machinery, Inc.

DELIVERY AND INSPECTION OF EQUIPMENT:

The Equipment shall be shipped to the location on the date stated in this Agreement. Shipping Date stated above is an estimate only, and if Equipment is not available or ready on that date it will be made available as reasonably soon thereafter as possible. PURCHASER SHALL INSPECT THE EQUIPMENT PRIOR TO SHIPMENT AND ONCE PURCHASER HAS AGREED TO AND AUTHORIZED THE SHIPMENT OF THE EQUIPMENT, IT SHALL BE CONCLUSIVELY PRESUMED THAT PURCHASER HAS FULLY INSPECTED AND ACCEPTED THE EQUIPMENT AS BEING IN GOOD CONDITION AND IN CONFORMITY WITH THIS AGREEMENT. Purchaser shall pay (to Seller or to third parties) all transportation costs in advance for delivery of the Equipment including but not limited to: loading, unloading, installing, dismantling, hauling, demurrage, freight and switching charges.

RISK OF LOSS AND INSURANCE.

Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchasers shall immediately provide and maintain in full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each policy, Seller shall be named as an additional insured or loss payee. Purchaser shall promptly furnish to Seller certificates or copies of each policy of insurance. Each policy shall provide for twenty (20) days written notice to Seller of the cancellation or material modification of the policy. Each policy must be in full force and effect until Purchaser takes possession of the Equipment and has paid in full.

TRANSFER OF EQUIPMENT AND WARRANTY OF TITLE:

For value received, Seller does hereby sell, convey, assign, and transfer the Equipment to Purchaser to be effective only after full payment of the Purchase Price. Seller warrants and delivers title unto Purchaser free and clear of any and all liens, security agreements, and encumbrances. The Seller hereby binds Seller, and its successors and assigns, to warrant and defend the title of the property described herein to Purchaser, and Purchaser's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Equipment or any part thereof.

WARRANTY, CLAIMS, AND DAMAGES:

The warranties on the Equipment shall be the manufacturer's warranties, if any, and only if in writing. There are no warranties from Seller. Purchaser shall look to the manufacturer for the description of the warranty and for any warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of Seller shall be enforceable unless it is specifically included in this Agreement. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION, COVENANT, OR WARRANTY AS TO THE EQUIPMENT INCLUDING MERCHANTABILITY, QUALITY, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER. THE EQUIPMENT IS SOLD "AS IS, WHERE IS" AND SUBJECT TO ALL FAULTS. Seller shall not be liable to Purchaser, for any failure of the Equipment to operate, or for any delay, loss, or expense caused thereby or for any interruption of service or use of the Equipment while such Equipment is undergoing servicing or repair. Seller shall not be required to furnish replacement Equipment or to grant any credit because of such loss of use of the Equipment while undergoing repairs or because of inclement weather. NEITHER PARTY (NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EITHER PARTY) IS LIABLE HEREUNDER TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER THE ACTION IN WHICH RECOVERY OF THE DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE), GROSS NEGLIGENCE, INTENTIONAL OR WRONGFUL ACTS OR STRICT LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ANY STATUTORY REMEDIES INCONSISTENT WITH THESE TERMS ARE WAIVED BY THE PARTIES.

TRADE-IN PROPERTY:

In consideration for the credit against the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser does hereby irrevocably sell, assign, transfer and convey unto Seller, its successors and assigns, the Trade-in Property described above. Purchaser represents and warrants that Purchaser is the sole owner of the Trade-in Property, that Purchaser has full power and authority to sell the Trade-in Property, and that there are no liens, claims, debts, mortgages or encumbrances of any kind, nature, or description against the Trade-in Property, of record or otherwise. The Purchaser hereby binds Purchaser, and its successors and assigns, to warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Trade-in-Property or any part thereof. Purchaser represents and warrants that the Trade-in Property is in good working condition, that there are no defects (latent or patent), and that there are no undisclosed conditions or defects.

JURISDICTION AND VENUE:

If the Equipment was sold from one of Seller's locations in the State of Texas, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Midland County, Texas and the laws of the State of Texas shall govern the dispute. If the Equipment was sold from one of Seller's locations in the State of Oklahoma, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Oklahoma County, Oklahoma, and the laws of the State of Oklahoma shall govern the dispute.

ARBITRATION:

Any claim by Purchaser against Seller arising out of or related to this Agreement or to the Equipment, Trade-in-Property, repairs, warranties, etc. shall, at the option of Seller, be settled and decided by binding arbitration conducted in Midland County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment by the arbitrator(s) shall be final, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof.

MISCELLANEOUS PROVISIONS:

This Agreement is the entire agreement between the parties hereto containing all agreed upon terms and conditions, and it supersedes and cancels any and all prior agreements and negotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any way or for any purpose a partner of or joint venture with Purchaser. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the transaction the subject of this Agreement. Both parties hereby represent and warrant that the person executing this Agreement has the proper authority from their respective entities to bind the entities to this Agreement. This Agreement may be executed by facsimile or electronically which shall have the same effect as an original signature.

INDEMNITY:

PURCHASER SHALL PROTECT, INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEYS FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF PURCHASER, ON ACCOUNT OF PERSONAL INJURIES OR DAMAGES TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE EQUIPMENT WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES WHOLLY FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES, AND WHETHER DUE OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE EQUIPMENT, WHETHER LATENT OR PATENT, OR FROM OTHER CAUSES WHATSOEVER.

WAIVER OF CONSUMER RIGHTS:

PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS COMMERCE CODE. A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

OTHER PROVISIONS:



EMSolutions

WARRENCAT.COM|866.2WARREN

Customer Number	9981500
Customer Name	CITY OF LAMESA
Serial Number	0M9C00847

CUSTOMER CONTACT INFORMATION

Name:	ROBERT RAMERIZ	Phone:	806 332 6098
Job Role:		Email:	robertr@ci.lamesa.tx.us

Telematics Consent

I agree and acknowledge that to the extent this equipment is equipped with a telematics system (e.g., Product Link), that data concerning this equipment, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates (collectively, "Caterpillar"), and/or its dealers.

Caterpillar Inc. recognizes and respects customer privacy. The Caterpillar Telematics Data Privacy Statement (the "Privacy Statement") describes the categories of information collected, the purposes of the processing of the information, how the information is shared, how to ask questions about telematics and how to revoke your consent. The Privacy Statement is available online at www.cat.com and attached to this consent form.

I consent, agree to allow, and grant a worldwide, perpetual, fully paid up, non-exclusive, nonrevocable, license to, Caterpillar and/or its dealers to use, access and transfer this information in accordance with this consent form and the Privacy Statement, including for this information to be transferred to jurisdictions that may not offer the same level of data protection as the jurisdiction in which I am located. Furthermore, I acknowledge and agree that to the extent consent of the operator is required that I will have and will obtain their consent prior to allowing them to use the equipment.

In the event that I transfer ownership of the equipment, I agree to notify the next owner about the telematics system, the information being transmitted and the Purposes and this language including the link to the privacy statement. In addition, I will notify my dealer that I have transferred ownership of the equipment.

☐ I have been provided a copy of the Caterpillar Telematics Data Privacy Statement.

☐ I have read and I understand the Caterpillar Telematics Data Privacy Statement.

☐ I freely consent to the data collection and transfers described in this consent form, including the Caterpillar Telematics Data Privacy Statement.

☐ I acknowledge and accept the terms and conditions of the data privacy Agreement.

CITY OF LAMESA

Customer Signature

Title

Aug 28, 2018

Date

WARREN CAT

Dealer Signature

Title

Aug 28, 2018

Date

DO NOT SEND IF
ENTERED INTO P.I.S.

DLR CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
E459	120M2	0M9C00847			

ATTACHMENTS INSTALLED:

ACCESORIOS INSTALADOS:

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

120 GOVERNMENT 60 / 5000 PREMIER

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta)

CITY OF LAMESA

Full Mailing Address
Dirección Completa

601 S 1ST ST, LAMESA, TEXAS, 79331-6247

Country
País

Delivery service on this machine has been completed, including the following items. Check (☒) when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes. Marque (☒) cada punto que complete.

☒ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.

Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☒ 3. Parts Book delivered with machine.

Se entregó con la máquina el Catálogo de Piezas.

Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.

☒ 2. Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.

All items on Delivery Checklist have been completed.

☒ 4. Se hizo todo lo indicado en el Comprobante de Entrega
(No. de Forma 01-085314-03).

User's Signature
Firma del usuario

Dir. Rep. Signature
Firma del representante
del distribuidor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 11, 2018

AGENDA ITEM: 14

**SUBJECT: APPROVAL OF LEASE OF 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 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 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.

Finance Proposal

CUSTOMER

Name: LAMESA

Address
 City
 State
 Zip code
 County

Good if:

Acknowledged by Sep-29-18
 Funded by Sep-29-18

DEALER

WARREN POWER & MACHINERY, INC

Sales person
 Dealer contact
 Telephone

Quote number 603-9491
 Fax number
 Quote date 08/30/2018
 Quote time 16:22:58

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 36 Monthly
 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	857.55	17,120.00	5.3500

Special Conditions:

232D

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

	Model	Insurance	Payment w/Insurance
New	232D	65.22	922.77

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:

Finance Proposal

Caterpillar Financial Services Corporation

LAMESA

Date

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 604-6205

Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
LAMESA

Description of Unit: 1 Caterpillar 232D *SKID STEER LOADER*

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.04994%	Concluding Payment (*)
Aug-30-18	0	43,049.79	0.00	0.00	0.00	43,049.79
Nov-30-18	1	43,049.79	2,558.35	0.00	543.50	41,034.94
Feb-28-19	2	41,034.94	2,558.35	0.00	518.06	38,994.65
May-30-19	3	38,994.65	2,558.35	0.00	492.30	36,928.60
Aug-30-19	4	36,928.60	2,558.35	0.00	466.22	34,836.47
Nov-30-19	5	34,836.47	2,558.35	0.00	439.81	32,717.93
Feb-29-20	6	32,717.93	2,558.35	0.00	413.06	30,572.64
May-30-20	7	30,572.64	2,558.35	0.00	385.97	28,400.26
Aug-30-20	8	28,400.26	2,558.35	0.00	358.55	26,200.46
Nov-30-20	9	26,200.46	2,558.35	0.00	330.78	23,972.89
Feb-28-21	10	23,972.89	2,558.35	0.00	302.65	21,717.19
May-30-21	11	21,717.19	2,558.35	0.00	274.17	19,433.01
Aug-30-21	12	19,433.01	2,558.35	17,120.00	245.34	0.00
total			<u>30,700.20</u>	<u>17,120.00</u>	<u>4,770.41</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)



SALES AGREEMENT

DATE Aug 28, 2018

WARREN CAT, PO BOX 60662, MIDLAND, TX 79711-0622 Phone:(432) 571-4200

PURCHASER		CITY OF LAMESA			
STREET ADDRESS		601 S 1ST ST		<SAME>	
S O L D	CITY/STATE	LAMESA, TX	COUNTY	DAWSON (6C1)	S H I P
	POSTAL CODE	79331-6247	PHONE NO.	806 872 2124	P O
T O	EQUIPMENT		ROBERT RAMERIZ		T O
	PRODUCT SUPPORT		ROBERT RAMERIZ		
INDUSTRY CODE:		GOVT GENERAL USAGE (207G)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		9981500		Sales Tax Exemption # (If applicable) GOVT	
				CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>		FINANCIAL SERVICES <input checked="" type="checkbox"/> CSC <input type="checkbox"/> LEASE
	CASH WITH ORDER \$0.00		BALANCE TO FINANCE \$43,049.79		CONTRACT INTEREST RATE 5.05%
	PAYMENT PERIOD MONTHLY		PAYMENT AMOUNT \$1,291.21		NUMBER OF PAYMENTS 36
					OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 232D		YEAR: TBA	
STOCK NUMBER: C91461		SERIAL NUMBER: 0DPR01366			
232D SKID STEER LOADER HRC		418-5601	SEAT BELT, 2"		258-4095
232D SKID STEER LOADER HRC		418-5601	PRODUCT LINK, CELLULAR PL240		441-4818
CONVERSION ARRANGEMENT		421-0340	FAN, COOLING, DEMAND		441-5939
CERTIFICATION ARR, P65		563-1163	TIRES, 10/16.5 CAT 8PR		559-6341
INSTRUCTIONS, ANSI, USA		418-6037	QUICK COUPLER, HYDRAULIC		515-0595
PACKAGE, PERFORMANCE, (H2)		418-6014	SERIALIZED TECHNICAL MEDIA KIT		421-8926
CONTROL, ISO, PROP, WT		421-0048	HEATER, ENGINE BLOCK, 120V		172-4445
TWO SPEED		421-0013	LANE 3 ORDER		0P-9003
ROPS, ENCLOSED WITH A/C (C3)		418-5753	72" Bucket		
SEAT, AIR SUSPENSION, CLOTH, HEAT		345-6359	AUGER, A19B SSL		219-7706
DOOR, CAB, GLASS		418-5959	BIT, AUGER 9"		153-4084
RADIO, AM/FM, BLUETOOTH		345-6180			
DISPLAY, ADVANCED, LCD, CAMERA		422-5565			
BATTERY, HEAVY DUTY, DISC		421-0047			
LIGHTS, HALOGEN		495-1672			
YEAR	TRADE-IN EQUIPMENT		SERIAL NO.	Sell Price	\$42,670.00
				Ext Warranty	Included
				Net Balance Due	\$42,670.00
				HET: HET LUBBOCK CO TAX (0.187%)	\$79.79
				Document Fee	\$300.00
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				After Tax Balance	\$43,049.79
GROSS TRADE ALLOWANCE					
PAYOUT TO				AMOUNT OWING	
CUSTOMER TO PAYOUT <input type="checkbox"/>				WARREN CAT TO PAY OUT <input type="checkbox"/>	
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY				INITIAL	
<input type="checkbox"/> USED EQUIPMENT WARRANTY				INITIAL	
The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Standard 24 Month 2000 Hour Full Machine Coverage					
232 GOVERNMENT 36 / 3000 PREMIER					
CSA:					
NOTES:					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

To the extent that the property described herein is used equipment, Buyer is hereby notified that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) in this agreement to sell such equipment to CATD Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

WARREN CAT

PURCHASER

ORDER RECEIVED BY

Lance Wells

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CITY OF LAMESA

PURCHASER

BY

SIGNATURE

TITLE

OTHER TERMS AND CONDITIONS

PAYMENT AND SECURITY INTEREST:

Unless otherwise indicated above, payment shall be made in full on or before Purchaser takes possession of Equipment. If full payment is not made prior to possession, then Purchaser grants to Seller a security interest in the Equipment and all proceeds thereof to secure payment of the Purchase Price and any and all liabilities and obligations of Purchaser to Seller. Seller may file Financing Statements, Continuation Statements, or any other such documents all without Purchaser's signature and at the expense of Purchaser. Any delinquent payment shall bear interest from the date it is due until paid at the highest interest rate permitted under applicable law.

WHERE AND WHOM TO MAKE PAYMENTS:

All checks shall be made payable to Warren Cat and sent to PO Box 842116, Dallas, TX 75284 and please underline and bold the address just as before.

DEFINITION OF WARREN CAT AND SELLER:

Warren Cat and Seller are defined as Warren Power & Machinery, Inc.

DELIVERY AND INSPECTION OF EQUIPMENT:

The Equipment shall be shipped to the location on the date stated in this Agreement. Shipping Date stated above is an estimate only, and if Equipment is not available or ready on that date it will be made available as reasonably soon thereafter as possible. PURCHASER SHALL INSPECT THE EQUIPMENT PRIOR TO SHIPMENT AND ONCE PURCHASER HAS AGREED TO AND AUTHORIZED THE SHIPMENT OF THE EQUIPMENT, IT SHALL BE CONCLUSIVELY PRESUMED THAT PURCHASER HAS FULLY INSPECTED AND ACCEPTED THE EQUIPMENT AS BEING IN GOOD CONDITION AND IN CONFORMITY WITH THIS AGREEMENT. Purchaser shall pay (to Seller or to third parties) all transportation costs in advance for delivery of the Equipment including but not limited to: loading, unloading, installing, dismantling, hauling, demurrage, freight and switching charges.

RISK OF LOSS AND INSURANCE.

Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchaser shall immediately provide and maintain in full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each policy, Seller shall be named as an additional insured or loss payee. Purchaser shall promptly furnish to Seller certificates or copies of each policy of insurance. Each policy shall provide for twenty (20) days written notice to Seller of the cancellation or material modification of the policy. Each policy must be in full force and effect until Purchaser takes possession of the Equipment and has paid in full.

TRANSFER OF EQUIPMENT AND WARRANTY OF TITLE:

For value received, Seller does hereby sell, convey, assign, and transfer the Equipment to Purchaser to be effective only after full payment of the Purchase Price. Seller warrants and delivers title unto Purchaser free and clear of any and all liens, security agreements, and encumbrances. The Seller hereby binds Seller, and its successors and assigns, to warrant and defend the title of the property described herein to Purchaser, and Purchaser's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Equipment or any part thereof.

WARRANTY, CLAIMS, AND DAMAGES:

The warranties on the Equipment shall be the manufacturer's warranties, if any, and only if in writing. There are no warranties from Seller. Purchaser shall look to the manufacturer for the description of the warranty and for any warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of Seller shall be enforceable unless it is specifically included in this Agreement. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION, COVENANT, OR WARRANTY AS TO THE EQUIPMENT INCLUDING MERCHANTABILITY, QUALITY, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER. THE EQUIPMENT IS SOLD "AS IS, WHERE IS" AND SUBJECT TO ALL FAULTS. Seller shall not be liable to Purchaser, for any failure of the Equipment to operate, or for any delay, loss, or expense caused thereby or for any interruption of service or use of the Equipment while such Equipment is undergoing servicing or repair. Seller shall not be required to furnish replacement Equipment or to grant any credit because of such loss of use of the Equipment while undergoing repairs or because of inclement weather. NEITHER PARTY (NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EITHER PARTY) IS LIABLE HEREUNDER TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER THE ACTION IN WHICH RECOVERY OF THE DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE), GROSS NEGLIGENCE, INTENTIONAL OR WRONGFUL ACTS OR STRICT LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ANY STATUTORY REMEDIES INCONSISTENT WITH THESE TERMS ARE WAIVED BY THE PARTIES.

TRADE-IN PROPERTY:

In consideration for the credit against the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser does hereby irrevocably sell, assign, transfer and convey unto Seller, its successors and assigns, the Trade-in Property described above. Purchaser represents and warrants that Purchaser is the sole owner of the Trade-in Property, that Purchaser has full power and authority to sell the Trade-in Property, and that there are no liens, claims, debts, mortgages or encumbrances of any kind, nature, or description against the Trade-in Property, of record or otherwise. The Purchaser hereby binds Purchaser, and its successors and assigns, to warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Trade-in-Property or any part thereof. Purchaser represents and warrants that the Trade-in Property is in good working condition, that there are no defects (latent or patent), and that there are no undisclosed conditions or defects.

JURISDICTION AND VENUE:

If the Equipment was sold from one of Seller's locations in the State of Texas, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Midland County, Texas and the laws of the State of Texas shall govern the dispute. If the Equipment was sold from one of Seller's locations in the State of Oklahoma, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Oklahoma County, Oklahoma, and the laws of the State of Oklahoma shall govern the dispute.

ARBITRATION:

Any claim by Purchaser against Seller arising out of or related to this Agreement or to the Equipment, Trade-in-Property, repairs, warranties, etc. shall, at the option of Seller, be settled and decided by binding arbitration conducted in Midland County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment by the arbitrator(s) shall be final, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof.

MISCELLANEOUS PROVISIONS:

This Agreement is the entire agreement between the parties hereto containing all agreed upon terms and conditions, and it supersedes and cancels any and all prior agreements and negotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any way or for any purpose a partner of or joint venture with Purchaser. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the transaction the subject of this Agreement. Both parties hereby represent and warrant that the person executing this Agreement has the proper authority from their respective entities to bind the entities to this Agreement. This Agreement may be executed by facsimile or electronically which shall have the same effect as an original signature.

INDEMNITY:

PURCHASER SHALL PROTECT, INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEYS FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF PURCHASER, ON ACCOUNT OF PERSONAL INJURIES OR DAMAGES TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE EQUIPMENT WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES WHOLLY FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES, AND WHETHER DUE OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE EQUIPMENT, WHETHER LATENT OR PATENT, OR FROM OTHER CAUSES WHATSOEVER.

WAIVER OF CONSUMER RIGHTS:

PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

OTHER PROVISIONS:



Customer Number	9981500
Customer Name	CITY OF LAMESA
Serial Number	0DPR01366

CUSTOMER CONTACT INFORMATION

Name:	ROBERT RAMERIZ	Phone:	806 332 6098
Job Role:		Email:	robertr@ci.lamesa.tx.us

Telematics Consent

I agree and acknowledge that to the extent this equipment is equipped with a telematics system (e.g., Product Link), that data concerning this equipment, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates (collectively, "Caterpillar"), and/or its dealers.

Caterpillar Inc. recognizes and respects customer privacy. The Caterpillar Telematics Data Privacy Statement (the "Privacy Statement") describes the categories of information collected, the purposes of the processing of the information, how the information is shared, how to ask questions about telematics and how to revoke your consent. The Privacy Statement is available online at www.cat.com and attached to this consent form.

I consent, agree to allow, and grant a worldwide, perpetual, fully paid up, non-exclusive, nonrevocable, license to, Caterpillar and/or its dealers to use, access and transfer this information in accordance with this consent form and the Privacy Statement, including for this information to be transferred to jurisdictions that may not offer the same level of data protection as the jurisdiction in which I am located. Furthermore, I acknowledge and agree that to the extent consent of the operator is required that I will have and will obtain their consent prior to allowing them to use the equipment.

In the event that I transfer ownership of the equipment, I agree to notify the next owner about the telematics system, the information being transmitted and the Purposes and this language including the link to the privacy statement. In addition, I will notify my dealer that I have transferred ownership of the equipment.

☐ I have been provided a copy of the Caterpillar Telematics Data Privacy Statement.

☐ I have read and I understand the Caterpillar Telematics Data Privacy Statement.

☐ I freely consent to the data collection and transfers described in this consent form, including the Caterpillar Telematics Data Privacy Statement.

☐ I acknowledge and accept the terms and conditions of the data privacy Agreement.

CITY OF LAMESA

Customer Signature

Title

Aug 28, 2018

Date

WARREN CAT

Dealer Signature

Title

Aug 28, 2018

Date

DO NOT SEND IF
ENTERED INTO P.I.S.

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
E459	232D	0DPR01366			

ATTACHMENTS INSTALLED:

ACCESORIOS INSTALADOS:

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

232 GOVERNMENT 36 / 3000 PREMIER

Customer Name (Please Print)

Nombre del Cliente (con letra de imprenta)

CITY OF LAMESA

Full Mailing Address

Dirección Completa

601 S 1ST ST, LAMESA, TEXAS, 79331-6247

Country

País

Delivery service on this machine has been completed, including the following items. Check (☒) when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes. Marque (☒) cada punto que complete.

☒ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☒ 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.

☒ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.

All Items on Delivery Checklist have been completed.
☒ 4. Se hizo todo lo indicado en el Comprobante de Entrega
(No. de Forma 01-085314-03).

User's Signature

Firma del usuario

Dir. Rep. Signature

Firma del representante
del distribuidor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 15

SUBJECT: UTILITIES DIRECTOR REPORT:
SUBMITTED BY: Utilities Director
EXHIBITS:

SUMMARY STATEMENT

Utilities Director to report on the city's recent events.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 16

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

SUMMARY STATEMENT

Finance Director to report on the city's finances.

COUNCIL ACTION

No City Council action required.



City of Lamesa **Financial Statement Summary** **As of: August 2018**

	Current Month-to-Date	Year-to-Date
General Fund (1)		
Revenues	\$ 233,712.70	\$ 4,344,586.70
Expenditures	\$ 400,189.45	\$ 3,903,014.80
Revenues Over/(Under) Expenditures	\$ (166,476.75)	\$ 441,571.90
Water & Wastewater Fund (2)		
Revenues	\$ 433,401.63	\$ 4,337,450.74
Expenditures	\$ 301,441.55	\$ 3,924,032.79
Revenues Over/(Under) Expenditures	\$ 131,960.08	\$ 413,417.95
Solid Waste Fund (3)		
Revenues	\$ 157,975.19	\$ 1,702,565.18
Expenditures	\$ 104,525.07	\$ 1,555,462.58
Revenues Over/(Under) Expenditures	\$ 53,450.12	\$ 147,102.60
Golf Course Fund (18)		
Revenues	\$ 18,618.50	\$ 215,233.43
Expenditures	\$ 17,865.49	\$ 250,272.65
Revenues Over/(Under) Expenditures	\$ 753.01	\$ (35,039.22)
All Funds		
Revenues	\$ 843,708.02	\$ 10,599,836.05
Expenditures	\$ 824,021.56	\$ 9,632,782.82
Revenues Over/(Under) Expenditures	\$ 19,686.46	\$ 967,053.23

C I T Y O F L A M E S A
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2018

01 -GENERAL FUND
FINANCIAL SUMMARY

91.67% 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	172,042.24	3,244,122.72	102.95	(92,978.72)
02-FRANCHISES AND STREET		508,500.00	37,229.14	441,678.48	86.86	66,821.52
03-PERMITS, LICENSES AND		27,000.00	2,207.50	29,226.03	108.24	(2,226.03)
04-FINES		56,100.00	2,772.68	44,325.48	79.01	11,774.52
05-RECREATIONAL AND RENTA		25,000.00	766.53	32,648.67	130.59	(7,648.67)
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	656.00	18,517.79	107.66	(1,317.79)
09-MISCELLANEOUS REVENUES		274,379.35	18,038.61	200,597.76	73.11	73,781.59
19-SOURCE (CHG TO 49XXX)		0.00	0.00	54,220.77	0.00	(54,220.77)
TOTAL REVENUES		4,263,036.35	233,712.70	4,344,586.70	101.91	(81,550.35)

EXPENDITURE SUMMARY

GENERAL ADMIN SERVICES	253,633.76	11,917.75	215,554.89	84.99	38,078.87
FINANCIAL SERVICES	98,798.88	1,164.33	74,530.08	75.44	24,268.80
PERSONNEL/RISK MGT SERV	63,153.00	3,860.97	65,654.38	103.96	(2,501.38)
COMMUNITY DEVELOPMENT SER	1,000.00	73.18	692.53	69.25	307.47
HOUSING ASSISTANCE SERV	11,211.00	4,046.89	20,294.13	181.02	(9,083.13)
CITY COUNCIL	53,620.12	4,325.58	43,542.21	81.20	10,077.91
CITY HALL	108,375.00	5,353.64	82,275.01	75.92	26,099.99
INTERGOVERNMENTAL	95,052.00	1,601.68	82,065.63	86.34	12,986.37
MUNICIPAL COURT	124,212.00	7,901.83	101,960.84	82.09	22,251.16
VEHICLE REPAIR SERVICES	66,076.70	724.92	49,637.08	75.12	16,439.62
VEHICLE PREVENTIVE MNT	394.00	(113.02)	(203.57)	51.67-	597.57
FIRE SERVICES	619,176.07	63,487.92	537,158.03	86.75	82,018.04
VOLUNTEER FIRE SERVICES	136,948.50	3,277.35	107,799.26	78.72	29,149.24
PD - GEN'L ADMIN SERV	210,444.00	10,926.88	156,249.58	74.25	54,194.42
COMMUNICATIONS SERVICES	205,381.00	13,835.98	169,154.46	82.36	36,226.54
GEN'L LAW ENFORCEMENT SER	959,540.83	89,802.50	854,805.25	89.08	104,735.58
CRIMINAL INVESTIGATIONS	172,910.00	10,744.85	138,708.41	80.22	34,201.59
JUVENILE SERVICES	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL SERVICE	43,256.54	6,584.72	67,556.08	156.18	(24,299.54)
EMERGENCY MANAGEMENT SERV	21,400.00	122.15	18,936.79	88.49	2,463.21
NARCOTICS INTERDICTION	0.00	0.00	0.00	0.00	0.00
STREET MAINTENANCE SERV	323,664.20	15,671.02	229,433.95	70.89	94,230.25
STREET CONST/SEAL COAT	116,909.00	33,997.50	51,260.23	43.85	65,648.77
STREET CLEANING SERVICES	29,109.00	39,534.49	15,804.35	54.29	13,304.65
TRAFFIC SERVICES	169,201.00	12,753.42	142,465.88	84.20	26,735.12
INSPECTION SERVICES	154,172.00	10,509.78	100,598.80	65.25	53,573.20
PARK MAINTENANCE SERVICES	319,757.79	14,955.55	236,417.61	73.94	83,340.18
PARK IRRIGATION SERVICES	17,283.04	(1,402.97)	7,957.18	46.04	9,325.86
COMMUNITY BUILDING SERV	55,350.00	7,645.23	53,559.06	96.76	1,790.94
RECREATIONAL FACILITIES	232,069.90	16,687.27	203,849.09	87.84	28,220.81

C I T Y O F L A M E S A
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2018

01 -GENERAL FUND
FINANCIAL SUMMARY

91.67% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
	SWIMMING POOL SERVICES	79,453.00	10,198.06	75,297.58	94.77	4,155.42
	TOTAL EXPENDITURES	4,741,552.33	400,189.45	3,903,014.80	82.32	838,537.53
	REVENUES OVER/ (UNDER) EXPENDITURES	(478,515.98)	(166,476.75)	441,571.90	92.28-	(920,087.88)
	OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
	REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(478,515.98)	(166,476.75)	441,571.90	92.28-	(920,087.88)

C I T Y O F L A M E S A
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2018

02 -WATER & WASTEWATER ENTER.
FINANCIAL SUMMARY

91.67% 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	432,819.26	4,233,264.26	93.81	279,300.74
12-NON-OPERATING REVENUES		229,829.47	582.37	104,186.48	45.33	125,642.99
TOTAL REVENUES		4,742,394.47	433,401.63	4,337,450.74	91.46	404,943.73
EXPENDITURE SUMMARY						
WATER PRODUCTION SERVICES		1,636,446.40	18,838.21	1,185,970.01	72.47	450,476.39
WATER DIST/WASTEWATER SER		1,960,246.80	215,373.76	1,588,439.38	81.03	371,807.42
WASTEWATER TREATMENT SERV		891,115.29	42,040.42	757,573.58	85.01	133,541.71
ENGINEERING SERVICES		86,356.00	768.65	67,596.04	78.28	18,759.96
TECHNICAL SERVICES		80,041.00	3,834.28	52,462.71	65.54	27,578.29
UTILITY BILLING/COLLECT		325,124.00	20,525.75	271,928.86	83.64	53,195.14
INSPECTION SERVICES		0.00	60.48	62.21	0.00	(62.21)
TOTAL EXPENDITURES		4,979,329.49	301,441.55	3,924,032.79	78.81	1,055,296.70
REVENUES OVER/(UNDER) EXPENDITURES		(236,935.02)	131,960.08	413,417.95	174.49-	(650,352.97)
=====						
OTHER SOURCES (USES)		0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)		(236,935.02)	131,960.08	413,417.95	174.49-	(650,352.97)
=====						

C I T Y O F L A M E S A
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2018

03 -SOLID WASTE ENTERPRISE
FINANCIAL SUMMARY

91.67% 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	152,530.19	1,628,665.64	89.89	183,196.36
22-NON-OPERATING REVENUES		82,378.59	5,445.00	73,899.54	89.71	8,479.05
TOTAL REVENUES		1,894,240.59	157,975.19	1,702,565.18	89.88	191,675.41
EXPENDITURE SUMMARY						
SOLID WASTE COLLECTION SV		975,640.81	61,276.18	866,906.93	88.86	108,733.88
SANITARY LANDFILL SERVICE		880,960.46	30,279.94	559,044.67	63.46	321,915.79
SPECIALIZED COLLECTION SV		146,900.00	7,129.29	59,016.88	40.17	87,883.12
ENVIRONMENTAL HEALTH SERV		88,889.00	5,839.66	70,494.10	79.31	18,394.90
TOTAL EXPENDITURES		2,092,390.27	104,525.07	1,555,462.58	74.34	536,927.69
REVENUES OVER/(UNDER) EXPENDITURES	(198,149.68)	53,450.12	147,102.60	74.24-	(345,252.28)	
OTHER SOURCES (USES)						
OTHER SOURCES (USES)		0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(198,149.68)	53,450.12	147,102.60	74.24-	(345,252.28)	

FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2018

18 -MUNICIPAL GOLF COURSE
FINANCIAL SUMMARY

91.67% 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	18,618.50	215,233.43	95.90	9,209.28
TOTAL REVENUES		224,442.71	18,618.50	215,233.43	95.90	9,209.28
EXPENDITURE SUMMARY						
MUNICIPAL GOLF COURSE		229,333.27	17,865.49	212,098.67	92.48	17,234.60
TOTAL EXPENDITURES		229,333.27	17,865.49	212,098.67	92.48	17,234.60
REVENUES OVER/ (UNDER) EXPENDITURES		(4,890.56)	753.01	3,134.76	64.10-	(8,025.32)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)		(4,890.56)	753.01	3,134.76	64.10-	(8,025.32)



City of Lamesa
Balance Sheet Summary
As of : August 2018

General Fund (1)

Assets	\$	3,687,098.58
Liabilities	\$	518,040.31

Water & Wastewater Fund (2)

Assets	\$	16,798,021.54
Liabilities	\$	13,339,438.80

Solid Waste Fund (3)

Assets	\$	3,583,806.64
Liabilities	\$	1,299,809.53

Golf Course Fund (18)

Assets	\$	273,784.78
Liabilities	\$	257,011.28

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
01-1001	CASH IN BANK	1,218,093.37
01-1002	PETTY CASH	0.00
01-1003	RETURNED CHECKS	859.73
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	2,147.36
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	21,025.28
01-1014	DUE FROM DAWSON COUNTY	0.40
01-1015	CASH IN BANK - PAYROLL	(620.04)
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	1,382,354.14
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	6,358.68
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	2,672.29
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	13,931.49
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)

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
		3,687,098.58
TOTAL ASSETS		3,687,098.58

LIABILITIES

01-2013	PAVING LIEN REFUND PAYABLE	0.00
01-2014	SALES TAX PAYABLE	10,463.12
01-2015	VOUCHERS PAYABLE	122,629.49
01-2016	COMMUNITY BLDG.DEPOSITS	18,573.00
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	3,971.63
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	60.00
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	68.00
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)	(1,162.44)
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	0.00

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	(711.19)	
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. BUYPONE	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		518,040.31
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	4,344,586.70	
	TOTAL EXPENSES	3,903,014.80	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	441,571.90	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,169,058.27
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,687,098.58

BALANCE SHEET

AS OF: AUGUST 31ST, 2018

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
02-1001	CASH IN BANK	701,506.87
02-1002	CASH IN DRAWER	0.00
02-1003	DUE FROM INVESTMENTS/WATER DEP	29,633.22
02-1004	CAPITAL EQUIPMENT RESERVE	434,917.34
02-1005	W.S.G. CHGS. RECEIVABLE	196,744.04
02-10051	REFUNDS PAYABLE	241.04
02-10052	UTILITY A/R SUSPENSE	0.00
02-10053	UNAPPLIED US REVENUE	(21,968.04)
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	161,072.31
02-1008	WW. TRMT PLNT .RES.INVESTMENTS	92,135.67
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 & LAGOON	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.	480.94
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	18,237.66
02-1037	DUE TO INV. - WELLS & TOWER	393,392.42
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)

02 -WATER & 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
		16,798,021.54

TOTAL ASSETS

16,798,021.54

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	2,594.45
02-2027	UNDEPOSITED METER DEPOSIT	0.00
02-2028	WATER DEPOSITS	262,863.98
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: AUGUST 31ST, 2018

02 -WATER & 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	13,339,438.80
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

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
TOTAL REVENUE		4,337,450.74
TOTAL EXPENSES		3,924,032.79
TOTAL REVENUE OVER/(UNDER) EXPENSES		413,417.95
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,458,582.74
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		16,798,021.54

BALANCE SHEET

AS OF: AUGUST 31ST, 2018

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
03-1001	CASH IN BANK	870,747.96
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	119,365.00
03-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
03-1011	GARBAGE CHG. RECEIVABLE	87,088.40
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	45,860.79
03-1022	POST CLOSURE RESERVE	624,623.17
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
		3,583,806.64
TOTAL ASSETS		3,583,806.64

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: AUGUST 31ST, 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	ACCURED 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	1,702,565.18
	TOTAL EXPENSES	1,555,462.58
	TOTAL REVENUE OVER/(UNDER) EXPENSES	147,102.60
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	2,283,997.11
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	3,583,806.64
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BALANCE SHEET

AS OF: AUGUST 31ST, 2018

18 -MUNICIPAL GOLF COURSE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
18-1001	CASH	(414.17)	
18-1005	GOLF FEES RECEIVABLE	32,012.75	
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	
		273,784.78	
TOTAL ASSETS			273,784.78
<u>LIABILITIES</u>			
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
<u>EQUITY</u>			
18-3001	FUND BALANCE	13,638.74	
TOTAL BEGINNING EQUITY		13,638.74	
TOTAL REVENUE		215,233.43	
TOTAL EXPENSES		212,098.67	
TOTAL REVENUE OVER/(UNDER) EXPENSES		3,134.76	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			16,773.50
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			273,784.78

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 17

SUBJECT: CITY MANAGER REPORT:
SUBMITTED BY: City Manager

SUMMARY STATEMENT

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

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 2018

AGENDA ITEM: 18

SUBJECT: MAYOR'S REPORT:
SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future goals and events.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 18, 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 **October 16th, 2018** at 5:30 P.M."