



## CITY COUNCIL AGENDA

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NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULARLY SCHEDULED MEETING AT 5:30 P.M. ON TUESDAY, OCTOBER 15, 2019, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

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**1. CALL TO ORDER:**

**2. INVOCATION:**

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

a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on September 17<sup>th</sup>, 2019.

b. **BILLS FOR SEPTEMBER 2019:** Approval of the bills paid by the City of Lamesa for the month of September 2019.

**4. LAMESA ECONOMIC DEVELOPMENT CORPORATION QUARTERLY REPORT:** City Council to hear from LEDC/LEAP Executive Director Sean Overeynder regarding LEDC/LEAP Quarterly Report/Year in Review. (*EDC Director*)

**5. ADOPT FINANCIAL POLICY:** City Council to consider passing a Resolution approving the City's Financial Policy for Fiscal Year 2019-2020. (*Finance Director*)

**6. APPROVAL OF TMLIEBP HEALTH INSURANCE RE-RATE:** City Council to consider approving the Calendar Year 2019 TMLIEBP health insurance re-rate (approximately .77% increase over prior year). (*Cris Norris and City Manager*)

- 7. RESOLUTION OF THE CITY OF LAMESA APPROVING COOPERATION WITH CITIES SERVED BY ATMOS WEST TEXAS TO REVIEW ATMOS ENERGY CORP., WEST TEXAS DIVISION'S ("ATMOS WEST TEXAS") REQUESTED RATE CHANGE:** City Council to consider approving a resolution of cooperation with cities served by Atmos West Texas to review Atmos Energy Corp., West Texas Division's ("Atmos West Texas ") to intervene in the requested rate change. *(City Manager)*
- 8. FINANCIAL ADVISORY AGREEMENT BY AND BETWEEN THE CITY OF LAMESA AND GOVERNMENT CAPITAL SECURITIES CORPORATION:** City Council to consider approving a Financial Advisory Agreement to which Government Capital Securities Corporation will advise the issuer on the issuance of Securities, as well as provide advice pertaining to the structuring and sale of the Securities and other matters. *(City Manager)*
- 9. ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS SERIES 2019:** City Council to consider an Ordinance of the City of Lamesa, Texas authorizing and ordering the issuance of General Obligation Refunding Bonds, Series 2019; authorizing a pricing officer to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing other matters related thereto. *(Finance Director)*
- 10. ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF LAMESA, TEXAS LIMITED TAX NOTE, SERIES 2019:** City Council to consider an Ordinance authorizing and ordering the issuance of City of Lamesa, Texas Limited Tax Note, Series 2019; specifying the terms and features of such note; levying a continuing direct annual ad valorem tax for the payment of said note; and resolving other matters incident and related to the issuance, sale, payment and delivery of a paying agent/registrar agreement; and providing and effective date. *(Finance Director)*
- 11. OPEN BIDS FOR TDA CDBG 2018 WATER LINE PROJECT – N. E. 4<sup>TH</sup> STREET, AND HARTFORD AND ALTERNATES:** City Council to open bids and authorize Mayor to sign contract with lowest responsive bidder contingent upon review of contractors work history and experience by engineer and SAM review and approval of the grant administrator for the 2018 TDA CDBG Water Line Project on N. E. 4<sup>th</sup> Street, and Hartford and alternates for S. 2<sup>ND</sup> Street. *(City Manager)*
- 12. PURCHASE OF 2019 CATERPILLAR 930M FRONT-END LOADER FOR STREETS DEPARTMENT WITH TRADE-IN:** City Council to consider authorizing the purchase of a 2019 Caterpillar 930M Front-end Loader for the Streets Department with a trade-in of the 2011 Caterpillar Front-end Loader. This is TIPS pricing (similar to Buyboard). *(City Manager)*

**13. PURCHASE OF 2015 USED CATERPILLAR WHEEL TRACTOR-SCRAPER FOR LANDFILL DEPARTMENT WITH TRADE-IN:** City Council to consider authorizing the purchase of a 2015 used Caterpillar Wheel Tractor-Scraper for the Landfill Department with a trade-in of the 2000 Caterpillar scraper. This is TIPS pricing (similar to Buyboard). *(City Manager)*

**14. RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES FOR THE USDA RURAL DEVELOPMENT FOR FIRE EQUIPMENT GRANT:** City Council to adopt a Resolution by the City Council of The City of Lamesa, Texas, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the USDA Rural Development for Fire Equipment Grant. *(City Manager)*

**15. AN ORDINANCE AMENDING CHAPTER 12 ENTITLED "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS, TO ADD §12.03.054 ENTITLED "TEMPORARY REROUTING OF TRAFFIC DURING SCHOOL YEAR."** City Council to consider amending Chapter 12 entitled "Traffic and vehicles" of the Code of Ordinances of the City of Lamesa, Texas, to add §12.03.054 entitled "Temporary Rerouting of Traffic During School Year." *(City Manager)*

**16. PUBLIC HEARING ON APARTMENT DEVELOPMENT:** Public hearing regarding a zone change request for the following property:

**CASE NO. P & Z 19-11:** To consider the petition of DON NICOLINI FOR THE LAMESA REAL ESTATE PARTNERS, LLC, 1311 PALM CANYON DRIVE, DALLAS, TX 75204 to change the zone of the following property

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T -5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14<sup>th</sup> Street, South of Southeast 13<sup>th</sup> Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue.

Located at (OLD BASEBALL FIELD) 500 BLOCK BETWEEN SE 13<sup>TH</sup> TO SE 14<sup>TH</sup> AND S. ELGIN AVE TO S. DETROIT from zoning district R-1 to zoning district R-3 for use as MULTI FAMILY APARTMENTS. *(Building Official)*

**17. REQUEST FOR REZONING – APARTMENT DEVELOPMENT:** City Council to consider approving an Ordinance on First reading approving zone change for the following property:

**CASE NUMBER P & Z 19-11:** To consider the petition of DON NICOLINI FOR THE LAMESA REAL ESTATE PARTNERS, LLC, 1311 PALM CANYON DRIVE, DALLAS, TX 75204 to change the zone of the following property

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T -5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14<sup>th</sup> Street, South of Southeast 13<sup>th</sup> Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue.

Located at (OLD BASEBALL FIELD) 500 BLOCK BETWEEN SE 13<sup>TH</sup> TO SE 14<sup>TH</sup> AND S. ELGIN AVE TO S. DETROIT from zoning district R-1 to zoning district R-3 for use as MULTI FAMILY APARTMENTS. *(Building Official)*

**18.REQUEST FOR SPECIFIC USE PERMIT:** City Council to consider approving an Ordinance on Second reading approving specific use permit for the following property:

**CASE NO. P&Z 19-10:** To consider the petition of HUMBERTO G. AVILA, 1001 N.1ST LAMESA, TEXAS 79331 of the following property

LOTS 7 8 AND 9, BLOCK 6 OF THE SECOND MORNING ADDITION, to the City of Lamesa, Dawson County, Texas

located at 509 N. GARY AVENUE, LAMESA, TEXAS 79331. APPLICANTIS REQUESTING A SPECIFIC USE PERMIT TO PLACE A 2020 RIFFLEMAN 3240 (32X76) MANUFACTURED HOME AS HIS PRIMARY RESIDENCE. *(Building Official)*

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

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

**21. CITY STAFF REPORTS:**

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

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

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


**24. ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be November 19, 2019 at 5:30 P.M.*



### CLOSED MEETINGS

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

### PUBLIC PARTICIPATION

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

### MEETING ACCESSIBILITY

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

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

✉ 601 South First Street, Lamesa, Texas 79331

☎ **Telephone - (806) 872-4322**

📠 **Fax - (806) 872-4338**

### CERTIFICATION OF NOTICE



I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at 4:45 p.m., **October 11<sup>th</sup>, 2019** in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary

# **City Council Agenda**

## **City of Lamesa, Texas**

**DATE OF MEETING: OCTOBER 15, 2019**

**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 – District 1
MARIE BRISENO	Council Member – District 2
RICK MORENO	Council Member – District 3
DORE EVAN RODRIGUEZ	Council Member- District-4
BOBBY G. GONZALES	Council Member – District 5
DOUGLAS MORRIS	COUNCIL MEMBER - DISTRICT-6/MAYOR PRO-TEM

City Staff members present at the meeting:

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

Members of the press present at the meeting:

Members of the public present at the meeting:

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



# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**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 meetings held on September 17<sup>th</sup>, 2019.
- b. **BILLS FOR SEPTEMBER 2019:** Approval of the bills paid by the City of Lamesa for the month of September 2019.

## **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 SPECIAL CALLED MEETING:**

**September 17, 2019**

On this the 17th day of September 2019, 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 4 City Council Members were present:

JOSH STEVENS	Mayor
BRANT STEWART	Council Member – District 1
MARIE. BRISENO	Council Member – District 2
RICK MORENO	Council Member – District 3
DORE EVAN RODRIGUEZ	COUNCIL MEMBER District 4
BOBBY G. GONZALES	Council Member – District 5 (Absent)
DOUG MORRIS	Council Member – District 6/Mayor Pro-tem(ABSENT)

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:

Russel Skiles

Members of the public present at the meeting:

Sandy Trevino	Dionicio Garza	Mike Lopez
Irma Ramirez	Wayne Alwan	Dale Alwan

**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 10, 2019.
- b) **BILLS FOR AUGUST 2019:** Approval of the bills paid by the City of Lamesa for the month of August, 2019.

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

**VOTING:**                      "AYE" 5                      "NAY"                      "ABSTAIN"

**PUBLIC HEARING ON REQUEST FOR SPECIFIC USE PERMIT:** Public hearing regarding a specific use permit for the following property:

**CASE NO. P&Z 19-10:** To consider the petition of HUMBERTO G. AVILA, 1001 N.1ST LAMESA, TEXAS 79331 of the following property

LOTS 7-12, BLOCK 6 OF THE SECOND MORNING ADDITION, to the City of Lamesa, Dawson County, Texas

located at 509 N. GARY, LAMESA, TEXAS 79331. APPLICANTIS REQUESTING A SPECIFIC USE PERMIT TO PLACE A 2020 RIFFLEMAN 3240 (32X76) MANUFACTURED HOME AS HIS PRIMARY RESIDENCE. *(Building Official)*

The Mayor opened the hearing at 5:35p.m. and closed it @ 5:37p.m.  
The public hearing regarding a specific use permit is for Lots 7,8 and 9, Block 6 of The Second Morning Addition, to the City of Lamesa , Dawson County , Texas.

**REQUEST FOR SPECIFIC USE PERMIT:** City Council to consider approving an Ordinance on First reading approving specific use permit for the following property:

**CASE NO. P&Z 19-8:** To consider the petition of HUMBERTO G. AVILA, 1001 N.1ST LAMESA, TEXAS 79331 of the following property

LOTS 7-12, BLOCK 6 OF THE SECOND MORNING ADDITION, to the City of Lamesa, Dawson County, Texas

located at 509 N. GARY, LAMESA, TEXAS 79331. APPLICANTIS REQUESTING A SPECIFIC USE PERMIT TO PLACE A 2020 RIFFLEMAN 3240 (32X76) MANUFACTURED HOME AS HIS PRIMARY RESIDENCE. *(Building Official)*

Motion by Council Member Stewart to consider approving an Ordinance on First reading approving specific use permit. Motion seconded by Council Member Rodriquez and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 5                      "NAY"                      "ABSTAIN"

**INTERLOCAL COOPERARTION CONTRACT WITH DPS GENERAL STORES:** City Council to approve an Interlocal Cooperation Contract. The purpose of this contract is to facilitate the use of uniform and consistent procedures, paperwork, printed materials, and supplies

Motion by Council Member Stewart to consider approving a contract with DPS General Stores to facilitate the use of uniforms and consistent procedures, paperwork, printed materials and supplies. Motion seconded by Council Member Rodriquez and upon being put to a vote the motion passed.

**VOTING:**                      "AYE" 5                      "NAY"                      "ABSTAIN"

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

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

**ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be October 15, 2019 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 17, 2019.

ATTEST:

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

APPROVED:

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

10-10-2019 4:49 PM		D E T A I L L I S T I N G				PAGE: 1				
FUND : 01 -GENERAL FUND						PERIOD TO USE: Sep-2019 THRU Sep-2019				
DEPT : N/A						ACCOUNTS: 1001 THRU 1001				
POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
<hr/>										
1001		CASH IN BANK								
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B E G I N N I N G B A L A N C E										
9/01/19	9/19	B63633	Misc	000002	10125 TO REVERSE CC ADJ. 08/29/19	JEN	025663		21,65CR	21,65CR
9/03/19	9/03	A21713	CHK: 200158	16092	DAWSON CO. LIBRARY		1611		630,00CR	651,65CR
9/03/19	9/03	A21714	CHK: 200159	16092	HENRY NORRIS AGENCY, . IN		3190		1,041,66CR	1,693,31CR
9/03/19	9/03	A21715	CHK: 200160	16092	SOUTH PLAINS PUBLIC HEAL		3730		2,455,22CR	4,148,53CR
9/03/19	9/03	A21716	CHK: 200161	16092	VOLUNTEER FIRE DEPARTMEN		4090		400,00CR	4,548,53CR
9/03/19	9/03	A21717	CHK: 200162	16092	DUYCK LARRY		5777		200,00CR	4,748,53CR
9/03/19	9/03	A21718	CHK: 200163	16092	DALE ALWAN		5983		200,00CR	4,948,53CR
9/03/19	9/03	A21719	CHK: 200164	16092	JASON WILEY		6025		200,00CR	5,148,53CR
9/03/19	9/03	A21720	CHK: 200165	16092	STEVE ALEXANDER		6356		200,00CR	5,348,53CR
9/03/19	9/03	A21721	CHK: 200166	16092	JEROMY DAWSON		6457		200,00CR	5,548,53CR
9/03/19	9/03	A21722	CHK: 200167	16092	ASHTIN SUFIENTES		6564		200,00CR	5,748,53CR
9/03/19	9/03	A21723	CHK: 200168	16092	JAIME SOROLA		6641		200,00CR	5,948,53CR
9/03/19	9/03	A21724	CHK: 200169	16092	SANTOS TORRES		6755		200,00CR	6,148,53CR
9/03/19	9/03	A21725	CHK: 200170	16092	AARON A AGUILAR		6772		200,00CR	6,348,53CR
9/03/19	9/03	A21726	CHK: 000000	16094	INTERNAL REVENUE SERVICE		5832		33,137,85CR	39,486,38CR
9/03/19	9/03	A21727	CHK: 200171	16094	CAPROCK FEDERAL CREDIT U		1390		22,931,77CR	62,418,15CR
9/03/19	9/03	A21728	CHK: 200172	16094	PAYROLL FUND		3270		72,706,20CR	135,124,35CR
9/03/19	9/03	A21729	CHK: 200173	16094	TX CHILD SUPPORT SDU		5634		211,38CR	135,335,73CR
9/03/19	9/03	A21730	CHK: 200174	16094	TX CHILD SUPPORT SDU		5829		115,38CR	135,451,11CR
9/03/19	9/03	A21731	CHK: 200175	16094	TX CHILD SUPPORT SDU		5882		276,92CR	135,728,03CR
9/03/19	9/03	A21732	CHK: 200176	16094	JAE FITNESS		6023		143,28CR	135,871,31CR
9/03/19	9/03	A21733	CHK: 200177	16094	TEXAS CHILD SUPPORT DISB		6566		116,14CR	135,987,45CR
9/03/19	9/03	A21734	CHK: 200178	16094	TX CHILD SUPPORT SDU		6680		196,15CR	136,183,60CR
9/03/19	9/03	A21735	CHK: 200179	16094	TX CHILD SUPPORT SDU		6704		212,77CR	136,396,37CR
9/03/19	9/03	A21736	CHK: 200180	16094	TRANSWORLD SYSTEMS, INC		6779		107,01CR	136,503,38CR
9/03/19	9/03	A21737	CHK: 200181	16094	TEXAS CHILD SUPPORT DISB		6782		284,31CR	136,787,69CR
9/05/19	9/05	A21755	CHK: 200192	16097	ADVANCED ANALYSIS, INC		1022		373,00CR	137,160,69CR
9/05/19	9/05	A21756	CHK: 200193	16097	HELENA AGRI-ENTERPRISES,		2260		1,448,00CR	138,608,69CR
9/05/19	9/05	A21757	CHK: 200194	16097	LEATHERWOOD PLUMBING		2683		6,237,00CR	144,845,69CR
9/05/19	9/05	A21758	CHK: 200195	16097	LYNTEGAR ELECTRIC COOPER		2728		200,16CR	145,045,85CR
9/05/19	9/05	A21759	CHK: 200196	16097	PAYTON PLUMBING INC		3286		3,164,94CR	148,210,79CR
9/05/19	9/05	A21760	CHK: 200197	16097	UNIFIRST HOLDINGS, INC		4079		40,99CR	148,251,78CR
9/05/19	9/05	A21761	CHK: 200198	16097	WHITE'S 7 TIL 11		4185		49,45CR	148,301,23CR
9/05/19	9/05	A21762	CHK: 200199	16097	VICTOR O SCHINNERER & CO		4715		382,00CR	148,683,23CR
9/05/19	9/05	A21763	CHK: 200200	16097	MANDRY TECHNOLOGY SOLUTI		5160		8,555,00CR	157,238,23CR
9/05/19	9/05	A21764	CHK: 200201	16097	THYSSENKRUPP ELEVATOR CO		5638		927,80CR	158,166,03CR
9/05/19	9/05	A21765	CHK: 200202	16097	FRANKLIN & SON, INC.		5840		386,80CR	158,552,83CR
9/05/19	9/05	A21766	CHK: 200203	16097	WL CONSTRUCTION SUPPLY,		6293		219,99CR	158,772,82CR
9/05/19	9/05	A21767	CHK: 200204	16097	TCF EQUIPMENT FINANCE		6448		668,68CR	159,441,50CR
9/05/19	9/05	A21768	CHK: 200205	16097	KUBOTA LEASING		6643		1,207,62CR	160,649,12CR
9/05/19	9/05	A21769	CHK: 200182	16102	JUAN PABLO HINOJOSA		1		6,000,00CR	166,649,12CR
9/05/19	9/05	A21770	CHK: 200183	16102	JESSICA GUERRA		1		125,00CR	166,774,12CR
9/05/19	9/05	A21771	CHK: 200184	16102	ASHLEY CASAREZ		1		50,00CR	166,824,12CR

10-10-2019 4:49 PM

## DETAIL LISTING

PAGE: 2

FUND : 01 -GENERAL FUND

PERIOD TO USE: Sep-2019 THRU Sep-2019

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 ) \*

9/05/19	9/05	A21772	CHK: 200185	16102	SERGIO GARCIA		1		75.00CR	166,899.12CR
9/05/19	9/05	A21773	CHK: 200186	16102	JESSICA RUIZ		1		50.00CR	166,949.12CR
9/05/19	9/05	A21774	CHK: 200187	16102	CONSOLIDATED SPECIAL FUN		1517		12,900.00CR	179,849.12CR
9/05/19	9/05	A21775	CHK: 200188	16102	TEXAS COMMISSION ON LAW		6070		70.00CR	179,919.12CR
9/05/19	9/05	A21776	CHK: 200189	16102	NORMAN GARZA		6729		1,300.00CR	181,219.12CR
9/05/19	9/05	A21777	CHK: 200190	16102	JOURNEY ZELEZNIKAR		6795		50.72CR	181,269.84CR
9/05/19	9/05	A21778	CHK: 200191	16102	ASHLEY MARTINEZ		6796		54.36CR	181,324.20CR
9/06/19	9/06	A21973	CHK: 200206	16116	LAMESA NATIONAL BANK		2630		154,686.25CR	336,010.45CR
9/10/19	9/10	A22035	CHK: 200210	16121	ADVANCED ANALYSIS, INC		1022		1,250.00CR	337,260.45CR
9/10/19	9/10	A22036	CHK: 200211	16121	AUTOMOTIVE TECHNOLOGY		1139		582.28CR	337,842.73CR
9/10/19	9/10	A22037	CHK: 200212	16121	B & J WELDING SUPPLY		1180		218.99CR	338,061.72CR
9/10/19	9/10	A22038	CHK: 200213	16121	BROCK VETERINARY CLINIC,		1302		380.00CR	338,441.72CR
9/10/19	9/10	A22039	CHK: 200214	16121	BRUCKNER'S TRUCK SALES,		1340		1,199.31CR	339,641.03CR
9/10/19	9/10	A22040	CHK: 200215	16121	CAIN ELECTRICAL SUPPLY		1383		5,062.48CR	344,703.51CR
9/10/19	9/10	A22041	CHK: 200216	16121	CLAIBORNE'S THRIFTWAY		1480		550.01CR	345,253.52CR
9/10/19	9/10	A22042	CHK: 200217	16121	FARMERS MACHINE SHOP		1800		258.41CR	345,511.93CR
9/10/19	9/10	A22043	CHK: 200218	16121	GIBBS PRINTING		2030		249.50CR	345,761.43CR
9/10/19	9/10	A22044	CHK: 200219	16121	TYLER TECHNOLOGIES, INC.		2310		455.50CR	346,216.93CR
9/10/19	9/10	A22045	CHK: 200220	16121	LAMESA BEARING, INC.		2480		144.15CR	346,361.08CR
9/10/19	9/10	A22046	CHK: 200221	16121	LAMESA BUTANE COMPANY		2500		105.12CR	346,466.20CR
9/10/19	9/10	A22047	CHK: 200222	16121	LAMESA MAILING & PACKING		2588		24.90CR	346,491.10CR
9/10/19	9/10	A22048	CHK: 200223	16121	LAMESA PRESS REPORTER, I		2590		1,199.54CR	347,690.64CR
9/10/19	9/10	A22049	CHK: 200224	16121	LAMESA TIRE & BATTERY. I		2645		4,540.27CR	352,230.91CR
9/10/19	9/10	A22051	CHK: 200226	16121	MAYFIELD PAPER COMPANY,		2957		444.68CR	352,675.59CR
9/10/19	9/10	A22052	CHK: 200227	16121	QUILL CORPORATION		3430		210.05CR	352,885.64CR
9/10/19	9/10	A22053	CHK: 200228	16121	S & C OIL COMPANY, INC.		3575		181.60CR	353,067.24CR
9/10/19	9/10	A22054	CHK: 200229	16121	K W SHARP INC		3703		280.80CR	353,348.04CR
9/10/19	9/10	A22055	CHK: 200230	16121	WASTE SYSTEMS		4124		581.38CR	353,929.42CR
9/10/19	9/10	A22056	CHK: 200231	16121	WATERMASTER IRRIGATION		4129		163.20CR	354,092.62CR
9/10/19	9/10	A22057	CHK: 200232	16121	AMERICAN EXPRESS		4880		7,730.15CR	361,822.77CR
9/10/19	9/10	A22060	CHK: 200235	16121	ASSOCIATION OF HISPANIC		5060		75.00CR	361,897.77CR
9/10/19	9/10	A22061	CHK: 200236	16121	BENCHMARK SUPPLY CO., INC.		5250		7,458.57CR	369,356.34CR
9/10/19	9/10	A22062	CHK: 200237	16121	STANDARD COFFEE SERVICE		5275		229.43CR	369,585.77CR
9/10/19	9/10	A22063	CHK: 200238	16121	SIRCHIE FINGER PRINT LAB		5310		41.15CR	369,626.92CR
9/10/19	9/10	A22064	CHK: 200239	16121	WEST TEXAS PAVING		5390		2,542.56CR	372,169.48CR
9/10/19	9/10	A22065	CHK: 200240	16121	COTTON COUNTRY ELECTRIC		5650		48.50CR	372,217.98CR
9/10/19	9/10	A22066	CHK: 200241	16121	AUSTIN TURF & TRACTOR		5685		258.27CR	372,476.25CR
9/10/19	9/10	A22067	CHK: 200242	16121	GREAT AMERICA FINANCIAL		5734		195.60CR	372,671.85CR
9/10/19	9/10	A22068	CHK: 200243	16121	SKTR, INC.		5798		1,216.80CR	373,888.65CR
9/10/19	9/10	A22069	CHK: 200244	16121	JOHN DEERE FINANCIAL		5861		882.51CR	374,771.16CR
9/10/19	9/10	A22070	CHK: 200245	16121	LAMESA RECYCLING		5869		179.29CR	374,950.45CR
9/10/19	9/10	A22071	CHK: 200246	16121	MAIL FINANCE		5892		519.72CR	375,470.17CR
9/10/19	9/10	A22072	CHK: 200247	16121	CLS SEWER EQUIPMENT CO.,		5922		432.46CR	375,902.63CR
9/10/19	9/10	A22073	CHK: 200248	16121	SIERRA SPRINGS		6114		134.29CR	376,036.92CR
9/10/19	9/10	A22074	CHK: 200249	16121	IMPERATIVE INFORMATION G		6224		636.00CR	376,672.92CR
9/10/19	9/10	A22075	CHK: 200250	16121	GONZALES WELDING		6254		610.00CR	377,282.92CR
9/10/19	9/10	A22076	CHK: 200251	16121	CAPROCK IRRIGATION LLC		6297		3.19CR	377,286.11CR



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POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001			CASH IN BANK							
* ( CONTINUED ) *										
9/10/19	9/10	A22077	CHK: 200252	16121	RELIANT ENERGY	6316			34,537.39CR	411,823.50CR
9/10/19	9/10	A22079	CHK: 200254	16121	SIGN DESIGN	6334			442.86CR	412,266.36CR
9/10/19	9/10	A22080	CHK: 200255	16121	ETC LITE, LLC	6633			210.00CR	412,476.36CR
9/10/19	9/10	A22081	CHK: 200256	16121	CLARITIVE COMMUNICATIONS	6654			4,783.71CR	417,260.07CR
9/10/19	9/10	A22083	CHK: 200258	16121	NUTRIEN AG SOLUTIONS, IN	6659			209.88CR	417,469.95CR
9/10/19	9/10	A22084	CHK: 200259	16121	BARBARA'S CUSTOM WINDOW	6686			350.00CR	417,819.95CR
9/10/19	9/10	A22085	CHK: 200260	16121	KWIK KAR OIL & LUBE	6691			62.70CR	417,882.65CR
9/10/19	9/10	A22086	CHK: 200261	16121	SOUTH PLAINS IMPLEMENT,	6730			905.51CR	418,688.16CR
9/10/19	9/10	A22087	CHK: 200262	16121	TIFCO INDUSTRIES	6783			176.53CR	418,864.69CR
9/10/19	9/10	A22088	CHK: 200263	16121	ENER-TEL SERVICES	6785			43.31CR	418,908.00CR
9/10/19	9/10	A22089	CHK: 200264	16121	HARRELL'S LLC	6793			2,339.79CR	421,247.79CR
9/10/19	9/10	A22090	CHK: 200265	16121	SAFELITE FULFILLMENT, IN	6797			227.98CR	421,475.77CR
9/10/19	9/10	A22091	CHK: 200207	16126	TTUHSC-DEPT OF PSYCHIATR	3962			448.00CR	421,923.77CR
9/10/19	9/10	A22092	CHK: 200208	16126	KNIGHTS OF COLUMBUS	5285			16,000.00CR	437,923.77CR
9/10/19	9/10	A22093	CHK: 200209	16126	SYLVIA I ORTIZ DAWSON CO	6133			7.50CR	437,931.27CR
9/11/19	9/11	A22111	CHK: 200270	16131	CHEVRON AND TEXACO BUSIN	1462			35.80CR	437,967.07CR
9/11/19	9/11	A22112	CHK: 200271	16131	CITY OF LUBBOCK	1470			9,705.30CR	447,672.37CR
9/11/19	9/11	A22113	CHK: 200272	16131	DACO	1580			1,261.96CR	448,934.33CR
9/11/19	9/11	A22114	CHK: 200273	16131	DAVIS FURNITURE COMPANY	1600			1,262.18CR	450,196.51CR
9/11/19	9/11	A22116	CHK: 200275	16131	GEBO'S DISTRIBUTING CO.,	2000			1,390.64CR	451,587.15CR
9/11/19	9/11	A22119	CHK: 200278	16131	HIGGINBOTHAM'S GENERAL O	2180			620.74CR	452,207.89CR
9/11/19	9/11	A22121	CHK: 200280	16131	TASCOSA OFFICE MACHINES	5115			2,871.07CR	455,078.96CR
9/11/19	9/11	A22123	CHK: 200282	16131	O'REILLY AUTOMOTIVE, INC	5618			20.69CR	455,099.65CR
9/11/19	9/11	A22124	CHK: 200283	16131	ROADMASTER DIESEL SERVIC	5728			1,377.48CR	456,477.13CR
9/11/19	9/11	A22125	CHK: 200284	16131	NAPA AUTO PARTS	5833			1,608.71CR	458,085.84CR
9/11/19	9/11	A22127	CHK: 200286	16131	DE LAGE LANDEN PUBLIC FI	6511			4,764.25CR	462,850.09CR
9/11/19	9/11	A22128	CHK: 200287	16131	ALL AMERICAN PUMP SOLUTI	6735			2,485.00CR	465,335.09CR
9/11/19	9/11	A22129	CHK: 200288	16131	BATTERY SOLUTIONS, INC.	6789			698.16CR	466,033.25CR
9/11/19	9/11	A22130	CHK: 200266	16134	GALLS/QUARTERMASTER	1967			143.75CR	466,177.00CR
9/11/19	9/11	A22131	CHK: 200267	16134	SOUTH PLAINS COMMUNICATI	3729			30.00CR	466,207.00CR
9/11/19	9/11	A22132	CHK: 200268	16134	TMCCP, INC	4670			354.00CR	466,561.00CR
9/11/19	9/11	A22133	CHK: 200269	16134	BETTY CONDE	6542			96.56CR	466,657.56CR
9/11/19	9/13	U28295	CHECK 200294	19416	REFUND: PRECIADO, SUSAN R				3.22CR	466,660.78CR
9/11/19	9/13	U28295	CHECK 200295	19416	REFUND: SMITH, JOSEPH M				38.45CR	466,699.23CR
9/11/19	9/13	U28295	CHECK 200296	19416	REFUND: PARRAZ, JACQUELINE				90.35CR	466,789.58CR
9/11/19	9/13	U28295	CHECK 200297	19416	REFUND: FRETWELL, EUGENE				56.23CR	466,845.81CR
9/11/19	9/13	U28295	CHECK 200298	19416	REFUND: BROWN, EDWARD W				17.58CR	466,863.39CR
9/11/19	9/13	U28295	CHECK 200299	19416	REFUND: GUAJARDO, ROBERT R				87.47CR	466,950.86CR
9/11/19	9/13	U28295	CHECK 200300	19416	REFUND: HELLAS CONSTRUCTION				2,730.54CR	469,681.40CR
9/11/19	9/18	B63629	Misc 000001	10123	METER POSTAGE		JE# 025659		500.00CR	470,181.40CR
9/12/19	9/12	A22134	CHK: 200289	16139	SYLVIA I ORTIZ DAWSON CO	6133			7.50CR	470,188.90CR
9/12/19	9/12	A22145	CHK: 200290	16138	FULBRIGHT & CASSELBERRY	1950			16,918.00CR	487,106.90CR
9/12/19	9/12	A22146	CHK: 200291	16138	UNIFIRST HOLDINGS, INC	4079			40.99CR	487,147.89CR
9/12/19	9/12	A22147	CHK: 200292	16138	TREVINO SANDY	5385			71.92CR	487,219.81CR
9/12/19	9/12	A22148	CHK: 200293	16138	SYLVIA I ORTIZ DAWSON CO	6133			45.00CR	487,264.81CR
9/16/19	9/16	A22150	CHK: 200301	16142	LAMESA CHAMBER OF COMMER	1457			3,270.00CR	490,534.81CR
9/17/19	9/17	A22151	CHK: 200313	16143	GARZA, DIONICIO JR	1969			211.77CR	490,746.58CR

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1001 CASH IN BANK \* ( CONTINUED ) \*

9/17/19	9/17	A22152	CHK: 200314	16143	LAMESA ECONOMIC DEVELOPM	2555	23,383.66CR	514,130.24CR
9/17/19	9/17	A22153	CHK: 200315	16143	SANCHEZ, MARK	5805	51.20CR	514,181.44CR
9/17/19	9/17	A22154	CHK: 200316	16143	LAMESA ECONOMIC ALLIANCE	5942	23,383.66CR	537,565.10CR
9/17/19	9/17	A22155	CHK: 200317	16143	ACOSTA DRILLING, INC.	5956	1,377.48CR	538,942.58CR
9/17/19	9/17	A22156	CHK: 200318	16143	VERIZON WIRELESS	5969	1,607.08CR	540,549.66CR
9/17/19	9/17	A22158	CHK: 200320	16143	USDA COMMUNITY GRANT	6790	21,687.00CR	562,236.66CR
9/17/19	9/17	A22159	CHK: 200321	16143	JOURNEY ZELEZNIKAR	6795	41.26CR	562,277.92CR
9/17/19	9/17	A22160	CHK: 000000	16144	INTERNAL REVENUE SERVICE	5832	33,399.01CR	595,676.93CR
9/17/19	9/17	A22161	CHK: 200302	16144	CAPROCK FEDERAL CREDIT U	1390	23,176.72CR	618,853.65CR
9/17/19	9/17	A22162	CHK: 200303	16144	PAYROLL FUND	3270	72,198.09CR	691,051.74CR
9/17/19	9/17	A22163	CHK: 200304	16144	TX CHILD SUPPORT SDU	5634	211.38CR	691,263.12CR
9/17/19	9/17	A22164	CHK: 200305	16144	TX CHILD SUPPORT SDU	5829	115.38CR	691,378.50CR
9/17/19	9/17	A22165	CHK: 200306	16144	TX CHILD SUPPORT SDU	5882	276.92CR	691,655.42CR
9/17/19	9/17	A22166	CHK: 200307	16144	JAE FITNESS	6023	143.28CR	691,798.70CR
9/17/19	9/17	A22167	CHK: 200308	16144	TEXAS CHILD SUPPORT DISB	6566	116.14CR	691,914.84CR
9/17/19	9/17	A22168	CHK: 200309	16144	TX CHILD SUPPORT SDU	6680	196.15CR	692,110.99CR
9/17/19	9/17	A22169	CHK: 200310	16144	TX CHILD SUPPORT SDU	6704	212.77CR	692,323.76CR
9/17/19	9/17	A22170	CHK: 200311	16144	TEXAS CHILD SUPPORT DISB	6782	284.31CR	692,608.07CR
9/17/19	9/17	A22171	CHK: 200312	16144	TEXAS CHILD SUPPORT DISB	6794	216.92CR	692,824.99CR
9/17/19	9/17	A22172	CHK: 200322	16146	USDA COMMUNITY GRANT	6790	4,281.03CR	697,106.02CR
9/19/19	9/19	A22183	CHK: 200323	16153	QUILL CORPORATION	3430	935.90CR	698,041.92CR
9/19/19	9/19	A22184	CHK: 200324	16153	USABLUEBOOK	5100	1,011.60CR	699,053.52CR
9/19/19	9/19	A22185	CHK: 200325	16152	ADVANCED ANALYSIS, INC	1022	746.00CR	699,799.52CR
9/19/19	9/19	A22186	CHK: 200326	16152	DPC INDUSTRIES INC	1570	280.00CR	700,079.52CR
9/19/19	9/19	A22187	CHK: 200327	16152	NTS COMMUNICATIONS, INC	3135	763.56CR	700,843.08CR
9/19/19	9/19	A22188	CHK: 200328	16152	WINDSTREAM COMMUNICATION	4460	70.40CR	700,913.48CR
9/19/19	9/19	A22189	CHK: 200329	16152	TREVINO SANDY	5385	106.50CR	701,019.98CR
9/19/19	9/19	A22190	CHK: 200330	16152	TEXAS HOUSING ASSOCIATIO	6085	750.00CR	701,769.98CR
9/19/19	9/19	A22191	CHK: 200331	16152	TCF EQUIPMENT FINANCE	6448	1,602.93CR	703,372.91CR
9/19/19	9/19	A22192	CHK: 200332	16152	WEST TEXAS BACKFLOW CONT	6461	194.40CR	703,567.31CR
9/19/19	9/19	A22193	CHK: 200333	16152	CANON FINANCIAL SERVICES	6580	566.00CR	704,133.31CR
9/19/19	9/19	A22194	CHK: 200334	16152	TEXAS COMMUNITIES GROUP	6603	178.15CR	704,311.46CR
9/19/19	9/19	A22195	CHK: 200335	16152	AQUAPLATES, INC	6709	278.50CR	704,589.96CR
9/24/19	9/24	A22198	CHK: 200336	16157	RIGOBERTO IGLESIAS	1	50.00CR	704,639.96CR
9/24/19	9/24	A22199	CHK: 200337	16157	RIGO IGLESIAS	1	50.00CR	704,689.96CR
9/24/19	9/24	A22200	CHK: 200338	16157	KNIGHTS OF COLUMBUS	1	275.00CR	704,964.96CR
9/24/19	9/24	A22201	CHK: 200339	16157	JOSE MOLINA	1	50.00CR	705,014.96CR
9/24/19	9/24	A22202	CHK: 200340	16157	TYLER TECHNOLOGIES, INC.	2310	1,067.30CR	706,082.26CR
9/24/19	9/24	A22203	CHK: 200341	16157	TEXAS COMMISSION ON LAW	6070	140.00CR	706,222.26CR
9/24/19	9/24	A22205	CHK: 200343	16157	WTG FUELS, INC.	6220	14,876.45CR	721,098.71CR
9/24/19	9/24	A22207	CHK: 200345	16157	GONZALES WELDING	6254	675.00CR	721,773.71CR
9/24/19	9/24	A22208	CHK: 200346	16157	DAVIS CHIROPRACTIC	6300	505.00CR	722,278.71CR
9/26/19	9/26	A22223	CHK: 200347	16158	HILARIO CHAVEZ	1	50.00CR	722,328.71CR
9/26/19	9/26	A22224	CHK: 200348	16158	JESSICA RAMON	1	50.00CR	722,378.71CR
9/26/19	9/26	A22225	CHK: 200349	16158	ADVANCED ANALYSIS, INC	1022	1,196.00CR	723,574.71CR
9/26/19	9/26	A22226	CHK: 200350	16158	ATMOS ENERGY CORPORATION	1730	1,825.37CR	725,400.08CR
9/26/19	9/26	A22227	CHK: 200351	16158	LAMESA MAILING & PACKING	2588	76.35CR	725,476.43CR

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FUND : 01 -GENERAL FUND				PERIOD TO USE: Sep-2019 THRU Sep-2019					
DEPT : N/A				ACCOUNTS: 1001 THRU 1001					
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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9/26/19	9/26	A22228	CHK: 200352	16158 UNIFIRST HOLDINGS, INC	4079			40.99CR	725,517.42CR
9/26/19	9/26	A22229	CHK: 200353	16158 WINDSTREAM COMMUNICATION	4460			100.28CR	725,617.70CR
9/26/19	9/26	A22230	CHK: 200354	16158 THE PIT STOP AUTO DETAIL	6132			35.00CR	725,652.70CR
9/26/19	9/26	A22231	CHK: 200355	16158 DAVID HUCKERT	6182			200.00CR	725,852.70CR
9/26/19	9/26	A22232	CHK: 200356	16158 GONZALES WELDING	6254			600.00CR	726,452.70CR
9/26/19	9/26	A22233	CHK: 200357	16163 WASTE SYSTEMS	4124			692.88CR	727,145.58CR
9/26/19	9/26	A22234	CHK: 200358	16163 ADVANCED BUSINESS SOLUTI	5870			1,406.00CR	728,551.58CR
9/26/19	9/27	U28331	CHECK 200359	19466 REFUND: MURILLO, SOCORRO A				34.55CR	728,586.13CR
9/26/19	9/27	U28331	CHECK 200360	19466 REFUND: BUTLER, JUDY				33.53CR	728,619.66CR
9/26/19	9/27	U28331	CHECK 200361	19466 REFUND: BARRON, HAL D				20.13CR	728,639.79CR
9/26/19	9/27	U28331	CHECK 200362	19466 REFUND: HEWITT, NICOLE D				67.40CR	728,707.19CR
9/26/19	9/27	U28331	CHECK 200363	19466 REFUND: BROWN, LONNIE R				44.20CR	728,751.39CR
9/26/19	9/27	U28331	CHECK 200364	19466 REFUND: FIRST BAPTIST CHURCH				7.24CR	728,758.63CR
9/26/19	9/27	U28331	CHECK 200365	19466 REFUND: RAY, RYAN				26.91CR	728,785.54CR
9/26/19	9/27	U28331	CHECK 200366	19466 REFUND: J&C PLUS FIVE LLC				34.55CR	728,820.09CR
9/26/19	9/27	U28331	CHECK 200367	19466 REFUND: DIAZ, VANESSA				27.40CR	728,847.49CR
9/28/19	9/28	B63711	Misc 000008	10139 LIABILITY TSF G/F TO RISK MGMT		JE# 025697		6,483.08CR	735,330.57CR
9/28/19	9/28	B63716	Misc 000013	10140 HEALTH INS. TSF. - G/F		JE# 025702		30,573.08CR	765,903.65CR
9/28/19	9/28	B63721	Misc 000016	10141 WORKER COMP TSF TO RISK MGMT		JE# 025707		6,448.42CR	772,352.07CR
9/30/19	9/30	A22236	CHK: 000000	16149 INTERNAL REVENUE SERVICE	5832			109.12CR	772,461.19CR
9/30/19	9/30	A22250	CHK: 200376	16171 AFLAC INSURANCE	1020			4,122.64CR	776,583.83CR
9/30/19	9/30	A22251	CHK: 200377	16171 CAPROCK FEDERAL CREDIT U	1390			115.44CR	776,699.27CR
9/30/19	9/30	A22252	CHK: 200378	16171 TEXAS MUNICIPAL RETIREME	3973			30,990.23CR	807,689.50CR
9/30/19	9/30	A22258	CHK: 200384	16171 LEGAL SHIELD	5900			501.16CR	808,190.66CR
9/30/19	9/30	A22259	CHK: 200385	16171 NEW YORK LIFE	5921			271.92CR	808,462.58CR
9/30/19	9/30	A22260	CHK: 200386	16171 GUARDIAN-APPLETON	6141			547.64CR	809,010.22CR
9/30/19	9/30	A22261	CHK: 200368	16169 FULBRIGHT & CASSELBERRY	2090			2,210.20CR	811,220.42CR
9/30/19	9/30	A22262	CHK: 200369	16169 PAYROLL FUND	3270			459.00CR	811,679.42CR
9/30/19	9/30	A22263	CHK: 200370	16169 SENIOR CITIZENS	3675			3,750.00CR	815,429.42CR
9/30/19	9/30	A22264	CHK: 200371	16166 ALICE VARGAS	1			50.58CR	815,480.00CR
9/30/19	9/30	A22265	CHK: 200372	16166 LAMESA AIRPORT BOARD	1013			5,462.55CR	820,942.55CR
9/30/19	9/30	A22266	CHK: 200373	16166 CONSOLIDATED SPECIAL FUN	1517			215,271.01CR	1,036,213.56CR
9/30/19	9/30	A22267	CHK: 200374	16166 MITCH HALL LAMESA, LLC	6799			87.39CR	1,036,300.95CR
9/30/19	9/30	A22268	CHK: 200375	16166 WTGCSA	6800			180.00CR	1,036,480.95CR
9/30/19	10/09	B63804	Misc 000020	10146 SALES & USE TAX - ACH DEBIT		JE# 025718		10,437.67CR	1,046,918.62CR
9/30/19	10/10	B63818	Misc 000022	10148 STATE OF TEXAS FEPC PENSION		JE# 025729		24,600.00CR	1,071,518.62CR
9/30/19	10/10	B63821	Misc 000023	10149 GOV. TAX TSF TO STATE AGENCY		JE# 025732		3,352.02CR	1,074,870.64CR
9/30/19	10/10	B63834	Misc 000026	10150 TO RECORD DUE TO/FROM		JE# 025736		140.62CR	1,075,011.26CR
9/30/19	10/10	B63834	Misc 000026	10150 TO RECORD DUE TO/FROM		JE# 025736		187.50CR	1,075,198.76CR
***** SEPTEMBER ACTIVITY DB:				0.00	CR:	1,075,198.76CR		1,075,198.76CR	

## SELECTION CRITERIA

FISCAL YEAR: Oct-2018 / Sep-2019  
FUND: Include: 01  
PERIOD TO USE: Sep-2019 THRU Sep-2019  
TRANSACTIONS: CREDIT

## ACCOUNT SELECTION

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

## PRINT OPTIONS DETAIL

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

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



# ***City Council Agenda***

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

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 4**

**SUBJECT: LAMESA ECONOMIC DEVELOPMENT CORPORATION  
QUARTERLY REPORT**

**SUBMITTED BY: LEDC/LEAP Director**

**EXHIBITS: LEDC/LEAP Report**

### **SUMMARY STATEMENT**

City Council to hear from LEDC/LEAP Executive Director Sean Overeynder regarding LEDC/LEAP Quarterly Report/Year in Review. *(EDC Director)*

### **COUNCIL ACTION**

No City Council action required.

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

LEDC/LEAP Director will provide report at City Council meeting.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 5**

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

## **SUMMARY STATEMENT**

Consider passing a resolution approving the City's Financial Policy for Fiscal Year 2019-2020. (*Finance Director*)

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to pass a resolution approving the City's Financial Policy for Fiscal Year 2019-2020. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

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

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

**RESOLUTION NO. R-**

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

On the 15th day of October, 2019, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

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

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

That the City of Lamesa, Texas, adopt a Financial Policy for the Fiscal Year 2019-2020 to provide better accountability, sustainability, and transparency in the financial management of the City.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 15th day of October, 2019, by a majority vote.

**PASSED AND APPROVED** the 15th day of October, 2019.

**ATTEST**

**APPROVED:**

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Betty Conde  
City Secretary

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Josh Stevens  
Mayor

# CITY OF LAMESA

## FINANCIAL POLICY STATEMENT

### FISCAL YEAR 2019-2020

Section	1.00.	In General
Section	2.00.	Budgets
Section	3.00.	Accounting
Section	4.00.	Financial Management
Section	5.00.	Fund Balance
Section	6.00.	Investments
Section	7.00.	Audit and Financial Reporting
Section	8.00.	Purchasing and Contracting

#### **SECTION 1.00. In General.**

- 1.1. Scope.
- 1.2. Purpose and Objectives.

#### **References**

*State Law* - General fiscal powers of a home rule municipality, Local Government Code, Sec 101.022.

*Library Reference* -Governmental Accounting, Auditing and Financial Reporting, G.F.O.A.; City Financing, Chapter 13, Municipal Law & Practice (Singer).

#### **1.1. Scope.**

- A. This Financial Policy Statement applies to the budgeting, accounting, financial management, investment, auditing and financial reporting aspects of all operating funds, departments, programs, and activities of the City of Lamesa for Fiscal Year 2019-2020 beginning on October 1, 2019 and ending on September 30, 2020.
- B. The financial assets of all other funds shall be administered in general accordance with the provisions of this policy, except when otherwise required by federal or state law, the city charter or ordinances, or by contractual obligation.

#### **1.2 Purpose and Objectives.**

- A. **Purpose.** This policy is intended to provide a framework for the efficient and effective allocation and management of the financial resources of the City of Lamesa.
- B. **Objectives.** In order to achieve this purpose, these policies have the following objectives:
  - (1) to ensure that important policy making decisions are handled in a consistent manner and not controlled by financial problems or emergencies;
  - (2) to provide sound principles to guide the decision making process of the city council and administration;
  - (3) to set forth operational guidelines which minimize the cost of the city government while ensuring an effective level of services; and
  - (4) to employ revenue policies which fairly distribute the cost of services and provides adequate funds to operate municipal services.

## **SECTION 2.00. Budgets.**

- 2.1. General Policy.
- 2.2. Budget Formulation.
- 2.3. Budget Execution
- 2.4. Special Revenue Funds.

### **References**

*City Charter* - Budget, .Art. IV, Sec. 30.

*State Law* - Municipal Budget, Local Government Code, Chapter 102.

*Library Reference* - City Financing, Chapter 13, Municipal Law & Practice (Singer).

### **2.1. General Policy.**

- A. Current operating revenue should be sufficient to support current operating expenditures.
- B. Debt or bond financing will not be used to finance current operating expenditures.
- C. The budget will be prepared in a format consistent with the requirements of state law and in a manner that clearly reflects the operational plans for the forthcoming year. In addition, the city may submit its budget document for consideration for the Award for Distinguished Budget Presentation from the Governmental Finance Officer's Association.

### **2.2. Budget Formulation.**

- A. **Budget Preparation.** As set forth in the City Charter, the City Council shall on the first day of July of each year or as soon thereafter as practicable prepare a budget to cover all proposed expenditures of the city for the succeeding year. The budget shall be prepared in conformity with the provisions of State (Local Government Code, Chapter 102) which requires that the budget be prepared in such a form as to:
  - (1) Make clear a comparison between the proposed expenditures, the estimated expenditures for the current year, and the actual expenditures for the preceding year.
  - (2) Show each of the various programs and projects for which appropriations are set up on the proposed budget.
  - (3) Show a complete financial statement of the city, including:
    - (a) all outstanding obligations of the city;
    - (b) cash on hand to the credit of each fund;
    - (c) the funds received from all sources during the preceding year;
    - (d) the funds available from all sources during the ensuing year;
    - (e) the estimated revenue available to cover the proposed budget; and
    - (f) the estimated tax rate required to cover the proposed budget.

**B. Budget Enactment**

- (1) **Public Hearings.** At least 15 days prior to the time when the City Council enacts the budget for the fiscal year beginning October 1st, the city manager, as budget officer, shall file a proposed operating budget, including proposed expenditures and the means of financing them, with the city secretary. Such budget shall be available for the inspection of any taxpayer. Public hearings shall be conducted not less than 15 days subsequent to the time of filing.
- (2) **Budget Ordinance.** Prior to October 1st, the budget shall be legally enacted through passage of an ordinance.

**2.3. Budget Execution.**

**A. Budget Control**

- (1) **City Charter Provisions.** The City Charter provides that no public money shall ever be spent or appropriated, except in case of public calamity, unless funds are currently in the possession of the city to cover said expenditures or appropriations; and that no expenditure shall ever be made by the city except upon checks drawn upon the account for which a previous appropriation shall have been made, signed by the city treasurer, and countersigned by the city manager or mayor.
- (2) **City Officers.** The director of finance shall keep all books in a manner as will clearly show the financial condition of the city at all times, keep all moneys belonging to the city, give receipts therefore, and disburse the same upon checks or warrants. The treasurer shall sign all checks and warrants as prepared by the director of finance upon city funds and be countersigned by the city manager or mayor. The city manager shall monitor the financial condition of the city, including the expenditures of the various departments.

- B. Transfers of Allocations.** The city manager is authorized to transfer allocated amounts between classifications, departments, and unappropriated surpluses if such transfers do not significantly change the work program contemplated in the approved budget; however any expenditures that alter the total amounts must be approved by the City Council.

**2.4. Special Revenue Funds.**

The City does not fully budget for the individual Special Revenue Funds, since budgetary control is maintained on an individual grant or need basis. Since grant periods may differ from the City's fiscal year, a comparison of budgetary information for the Special Revenue Funds would not be meaningful; however, an estimate of revenues and expenditures is presented in the operating budget for informational purposes.

## Section 3.00. Accounting

- 3.1. General Policy.
- 3.2. Basis of Accounting.
- 3.3. Fund Accounting Policy.
- 3.4. Account Groups: Fixed Assets and Long term Liabilities.

### References

*City Charter* - Budget Art. IV, Sec. 30.

*State Law* - Municipal Budget, Local Government Code, Chapter 102.

*Library Reference* -Governmental Accounting, Auditing and Financial Reporting, G.F.O.A.

### 3.1. General Policy.

- A. The city will establish and maintain the accounting systems according to the generally accepted principles and standards of the Government Finance Officer's Association and the National Committee on Governmental Accounting.
- B. The city manager, through his appointee, the director of finance, will be responsible for maintaining an adequate and effective system of accounts and for adhering to an internal accounting control system that gives reasonable assurance that assets are being safeguarded against loss from unauthorized use and disposition, and that the financial records can be relied upon for preparing financial statements and maintaining accountability for assets.
- C. The annual audit will be performed by an independent public accounting firm which will issue an official opinion on the financial statements, with a management letter detailing areas that need improvement if required.
- D. Full disclosure will be provided in the financial statements and bond representations.
- E. Expenditures and revenues will be monitored on a monthly basis.
- F. All bills paid by the city will be presented to the city council for review on a monthly basis.
- G. The city may submit documentation to obtain the Certificate of Achievement in Financial Reporting from the Governmental Finance Officer's Association.

### 3.2. Basis of Accounting

- A. **Modified Accrual Basis of Accounting.** Basis of accounting refers to the timing of when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. All governmental funds are accounted for using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available as net current assets. Sanitation collection fees are recorded as revenue when billed, which is on a cycle billing basis. Major revenues that are determined to not be susceptible to accrual because they are either not available soon enough to pay liabilities of the current period or are not objectively measurable include paving assessments, hotel-motel occupancy taxes, licenses, permits, fines, and forfeitures.
- B. **Exceptions.** Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. Exceptions to this rule include:
  - (a) accumulated unpaid sick pay, vacation, and other employee benefits which are not accrued; except in the Water and Wastewater Enterprise Fund.
  - (b) principal and interest on general long-term debt which is recognized when due; and



- C. **Accrual Basis of Accounting.** All proprietary funds are accounted for using the accrual basis of accounting. Their revenues are recognized when they are earned, and their expenses are recognized when they are incurred. Unbilled Water and Wastewater Fund services are accrued at year-end.

### 3.3. Fund Accounting Policy

The accounts of the city are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts which include its assets, liabilities, fund equity, revenues, and expenditures. The resources available to the city are allocated to and accounted for in individual funds based upon the purposes for which they are intended and are the means by which spending activities are controlled. The various funds are grouped into three broad categories as follows:

#### A. Governmental Funds

These funds are grouped together because of their similarity in their source and disposition, expendability, or government-type nature. They account for the acquisition, use, and balances of expendable financial resources and the related current liabilities.

##### (1) General Fund (01)

The General Fund is the general operating fund of the City. It is used to account for all financial resources except those to be accounted for in other specific funds. This fund includes all general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund. General operating expenditures, fixed charges, and capital improvement costs not paid through other funds are paid from this fund.

##### General Fund Capital Reserve Account

This restricted assets account holds funds accumulated and retained for future capital improvement needs or contingencies; or to be held for future bond reserve requirements.

##### (2) Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue resources (other than special assessments, expendable trusts, or major capital projects) that are legally restricted to expenditures for specified purposes.

##### (a) Hotel-Motel Occupancy Tax Fund (12)

Accounts for moneys collected from Hotel-Motel Occupancy Tax and distributed by the Hotel-Motel Tax Committee for purposes allowed by state law.

##### (b) Housing Assistance Program Fund (08)

Accounts for moneys received from the federal government for Section 8, housing assistance and distributed as rent subsidies.

##### (c) Community Development Grant Fund (15)

Accounts for moneys received from the state and spent on specified activities related to community development block grants.

#### B. Proprietary Funds

##### (1) Enterprise Funds

Enterprise funds are used to account for operations that are financed and operated in a manner similar to a private business and which provides services to the general public primarily on a user charge basis. They account for all

assets, liabilities, and equities and match revenues and expenses to determine net income.

**(a) Water and Wastewater Enterprise Fund (02)**

The Water and Wastewater Enterprise Fund accounts for the operations of the Water and Wastewater Systems, which provides services to the general public on a user charge basis.

**Water Capital Reserve Account**

This restricted assets account holds funds retained from the 1962 Series Water Improvement Bonds Debt Service Account that are to be retained for future capital improvement needs or contingencies; or to be held for future bond reserve requirements.

**Water Construction Account**

This restricted assets account is used to account for construction liabilities for projects funded by long-term debt obligations.

**Water Debt Service Account**

This restricted assets account is used to account for the accumulation of financial resources for, and the payment of principal and interest on long-term debt (Certificate of Obligations) to be paid from revenues generated by utility extensions

**Customer's Deposits Account**

This restricted assets account holds the deposits posted by water & sewer customers, the earnings thereon, forfeited deposits, and the return of deposits upon termination of service.

**Well Drilling Permit Fee Account**

This restricted assets account holds the fees collected for well drilling permits, which fees are designated for the purposes of repayment of the City's CRMWA obligation.

**(b) Solid Waste Management Enterprise Fund (03)**

The Solid Waste Management Enterprise Fund accounts for the operation of the Solid Waste Collection and Disposal Systems, which provides services to the general public on a user charge basis.

**Solid Waste Capital Reserve Account**

This restricted assets account holds funds accumulated and retained for future capital improvement needs or contingencies; or to be held for future bond reserve requirements.

**SWMF Post Closure**

This restricted assets count holds funds accumulated and retained for future landfill closures.

**Water Tower Reserved Account**

This restricted assets account holds funds accumulated and retained for future water tower maintenance

**(c) Wastewater Enterprise Fund (20)**

The Wastewater Management Enterprise Fund accounts for the operation of the Wastewater Collection and Wastewater Treatment Plant.

## **Internal Service Fund**

Internal service funds are used to account for the financing of goods and services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost reimbursement basis.

### **(d) Risk Management Fund (21)**

Accounts for moneys set aside to provide funds for future Worker's Compensation claims, fund safety programs, and for the self-funded employee medical benefits program.

#### **Risk Management & Safety Account**

This account holds funds accumulated and retained for future Liability Insurance, Worker's Compensation claims and to fund safety programs covering all departments. (Combines funds from old Worker's Compensation and Social Security Funds)

#### **Self-Funded Employee Medical Benefits Account**

This account holds funds accumulated and retained for the self-funded employee medical benefits program.

## **C. Trust and Agency Funds**

Trust and Agency Funds account for assets held by the City in a trustee or agency capacity or as an agent for individuals, private organizations, or other governmental units.

### **(1) Expendable Trust Funds**

Expendable Trust Funds account for assets that may only be expended for purposes designated by a trust agreement or by state law.

#### **(a) Forfeited Property Expendable Trust Fund (24)**

Accounts for all funds that are forfeited in accordance with Chapter 59 of the Code of Criminal Procedure (Article 59.06, C.C.P.) and the Texas Controlled Substances Act (Article 4476-15, Section 5:08 V.A.T.C.S.) and any other statute providing for the use of seized and/or forfeited property by the city or any of its agencies.

#### **General Account**

This account holds funds forfeited in accordance with the provisions of Chapter 59 of the Code of Criminal Procedure (Article 59.06, C.C.P.).

#### **Special Account**

This account holds funds forfeited in accordance with the provisions of the Texas Controlled Substances Act (Article 4476-15, Section 5:08 V.A.T.C.S.).

### **(2) Agency Funds**

Agency Funds are used to account for assets held for other funds, governments, or individuals and are custodial in nature and do not involve measurement of operations.

#### **(a) State Agency Fund (05)**

Accounts for state court costs collected by the municipal court (Governor's Tax).

#### **(b) Deferred Compensation Agency Fund (23)**

Accounts for deferred employee compensation and investment income which are temporarily held in accordance with State Law and Section 457 of the Internal Revenue Code.

### **3.4. Account Groups: Fixed Assets and Long Term Liabilities**

Fixed assets used in governmental fund type operations are accounted for in the General Fixed Assets Account Group, rather than in governmental funds. Long-term liabilities expected to be financed from governmental funds are accounted for in the General Long-Term Debt Account Group. The two account groups are not "funds." They are concerned only with the measurement of financial position. They are not involved with measurement of results or operations, and do not reflect available financial resources or related liabilities.

#### **A. General Fixed Assets Account Group**

The General Fixed Assets Account Group is a self-balancing account group and represents a summary of the fixed assets of the city, other than assets of the Proprietary Funds. It is used to show the value of the city's general fixed assets. Capital outlays in funds other than Proprietary Funds are recorded as expenditures of those funds at the time of purchase and are subsequently recorded for control purposes in the General Fixed Assets Account Group. Public domain or infrastructure general fixed assets including roads, curbs and gutters, streets and sidewalks, and drainage systems are capitalized along with other general fixed assets. All fixed assets are valued at historical cost or at estimated fair market value at date received, if donated. No depreciation is provided on such assets.

#### **B. General Long-Term Debt Account Group**

The General Long-Term Debt Account Group is a self-balancing account group and represents a summary of the city's debt which is to be paid by taxes levied by the city. This account group does not include debt accounted for in the Proprietary Funds.

## **SECTION 4.00. Financial Mangement**

- 4.1. Revenue Policy.
- 4.2. Reserve Policy.
- 4.3. Cash Management Policy.
- 4.4. Capital Improvement Policy.
- 4.5. Debt Policy.
- 4.6. Enterprise Fund Policy.
- 4.7. Miscellaneous.

### **References**

*City Charter* - Depository, Art. IV, Sec. 22. The city council is authorized to select a depository for city funds in accordance with Chapter 3 of Title 47 of the Revised Statutes of 1925, as amended (Local Government Code, Chapter 105) and to follow all the terms and provisions of same.

*State Law* - General fiscal powers of a home rule municipality, Local Government Code, Sec 101.022; Depositories for Municipal Funds, Local Government Code, Chapter 105; Financing capital improvements, Local Government Code, Chapter 395;

*Library Reference* - City Financing, Chapter 13, Municipal Law & Practice (Singer).

### **4.1. Revenue Policy**

#### **A. General Policy**

- (1) The city will maximize the utilization of user charges in lieu of ad valorem taxes for services that can be individually identified and where costs are directly related to the level of service.
- (2) The cumulative increase of revenue from the levy of the Ad Valorem property tax will not exceed five percent from the preceding fiscal year:
  - (a) excluding taxable value gained through annexation or new construction;
  - (b) excluding increases in the property tax rate mandated by the voters or by court order.

#### **B. Estimates and Projections**

- (1) Estimated revenues and fee schedules are to be reviewed as a part of the budget process.
- (2) Revenue estimates are to be based upon the following:
  - (a) Staff judgment based upon local and outside economic and factors.
  - (b) Trend projections based upon historical data.

#### **C. Basis for General Fund Service Charges and Fees**

Service charges and fees provided from the General Fund will be based upon:

- (1) Fee policies applicable to each fund or activity.
- (2) The related costs of the service provided.
- (3) The impact of projected or past inflation on the provision of services.
- (4) The equability of comparable fees.

## **4.2. Reserve Policy**

### **A. In General**

- (1) Purpose.** The City of Lamesa shall have such reserve funds available that may be needed to meet any unexpected operating expenditures or expenses that may arise. In addition, each fund shall accumulate reserve funds as may be necessary to meet substantial planned or expected future expenditures or expenses.
- (2) Types of Reserves.** There shall be four primary types of reserves; operating reserves, contingency reserves, capital reserves, and debt reserves.

### **B. Operating Reserves**

- (1) Purpose.** Operating reserves provide for unexpected or unanticipated expenditures during the year. A sufficient amount shall be appropriated as part of the operating budget to cover personnel contingencies such as merit pay, extra help, and overtime.
- (2) Policy.** Operating Reserves are to be appropriated as part of the departmental or program budget and are utilized as needed in amounts that reflect previous patterns of activity and reasonably possible circumstances that may arise. Any unappropriated funds shall not be carried over into the next fiscal year.

### **C. Contingency Reserves**

- (1) Purpose.** Contingency Reserves are established in order to:
  - (a)** provide for temporary funding on unforeseen needs of an emergency or non-recurring nature;
  - (b)** permit orderly budget adjustments when revenues are lost thorough the action of other government bodies or due to unforeseen climatic or economic fluctuations;
  - (c)** provide a local match for public or private grants;
  - (d)** meet unexpected increases in service delivery costs.
  - (e)** provide funds in order to maintain adequate short term cash flow and to reduce the demand for short term borrowing between the time the budget is adopted and the property tax revenues become due.
- (2) Policy.** Contingency Reserves shall be constituted from the remaining fund balance or unreserved retained earnings of each operating fund. It is the goal of the city to maintain a year-to-year remaining fund balance in each fund in an amount necessary to maintain adequate short term cash flow and to reduce the demand for short term borrowing. The remaining fund balance or unreserved retained earnings should be at least five percent (5%) of general operating revenues; except in those years when such reserves are utilized to provide for adjustments due to economic or climatic fluctuations.

### **D. Capital Reserves.**

- (1) Purpose.** Capital Reserves are established in order to provide for normal replacement of existing capital equipment and additional capital improvements financed on a "pay as you go" basis.
- (2) Policy.** Capital Reserves will be budgeted and held in appropriate restricted assets accounts. The reserve will be maintained in an amount adequate to finance the replacement of equipment. The replacement of equipment will be based upon an approved equipment replacement schedule.

**E. Debt Reserves**

- (1) **Purpose.** Debt Reserves will be established as needed to protect bond holders from payment defaults. Adequate bond reserves are essential in maintaining good bond ratings and the marketability of bonds. Debt reserves are established by bond ordinance and normally provide for reserve equal to the debt service requirements.
- (2) **Policy.** No debt reserves are currently budgeted or operational.

**F. Landfill Post-Closure Care Reserve**

- (1) **Purpose.** The Landfill Post-Closure Reserves is established in accordance with federal and state mandates and is intended to provide for adequate capital reserves to meet future cash outflows to cover post-closure maintenance costs and closure costs for the landfill operated by the City.
- (2) **Policy.**
  - (a) Reserves will be budgeted and held in an appropriate restricted assets account.
  - (b) The reserve will be maintained in an amount adequate to meet minimum state and federal funding requirements.
  - (c) The transfer from the Capital Equipment Reserve Account to the Landfill Post-Closure Reserve Account is authorized and all future transfers on an annual basis are authorized in an amount to cause the reserves to accumulate in an amount necessary to maintain compliance with appropriate federal and state requirements.

**4.3. Cash Management Policy.**

**A. Depository**

- (1) **Selection of Depository.** The selection of a depository for the city is governed by the provisions of the investment policy as contained in this policy statement (see Section 5.04(B)), State Law (Local Government Code, Chapter 105) and the City Charter (Art IV, Sec 22).
- (2) **Contract Provisions.** The contracted bank will be used as the depository for all funds other than those restricted in bond covenants and as provided in the investment policy.
- (3) **Payment of Funds.** The funds of the city may be paid out of the depository only at the direction of the city treasurer in accordance with procedures provided in the City Charter (Art IV, Sec 30). The payment of obligations of the city shall be made by check, draft, wire transfer, or other method of payment mutually acceptable to the city and the depository.

**B. Investments**

The city will invest idle funds only in compliance with the City's investment policy as approved by the City Council. (see Section 5.00)

**4.4. Capital Improvement Policy**

The capital replacement and expansion program is included as a part of the annual operating budget. The following policies will apply for Fiscal Year 2018-2019:

**A. Capital Replacements.** Capital replacements are those capital expenditures relating to the normal replacement of worn or obsolete fixed assets of the city.

- (1) Expenditures relating to normal replacement will be budgeted and paid for from appropriated funds.



- (2) In those cases where the life expectancy of the asset being replaced is more than two years, capital equipment warrants and/or lease purchase financing will be considered.

**B. Capital Expansion.** Significant capital expansion projects relate to the construction of new or expanded facilities. The policy of the city is to pay for these projects by debt financed over the life of the improvement and the annual debt service funded from current rates; or by use of State or Federal grants.

#### **4.5. Debt Policy**

**A. General Policy.** The following general policies will apply:

- (1) The total general obligation debt will not exceed ten percent (10%) of the assessed valuation.
- (2) The city will use special assessment revenue or self supporting bonds, certificates of obligation, tax anticipation notes or any other method allowed by law, where appropriate, instead of general obligation bonds.

**B. Capital Debt Decisions.** The following will be considered in any capital debt decisions:

- (1) A determination of the project's acceptability from the standpoint of a positive cost-benefits ratio and long term goals of the comprehensive plan.
- (2) An evaluation of the project's cash flow to determine its financial viability.
- (3) The project's priority in relation to other projected capital improvements.

**C. Long Term Debt Financing**

- (1) The city will utilize long term debt financing when the following conditions exist:
  - (a) Non-continuous capital improvements are required.
  - (b) The proposed improvement will benefit future citizens.
- (2) Long-term debt will be handled by:
  - (a) Conservatively projecting the revenue sources that will be utilized to pay the debt.
  - (b) Financing the improvement over a period not greater than the usual life of the improvement.
  - (c) Determining that the cost benefit of the improvements not including interest costs is positive.

**D. Short or Intermediate Term Capital Equipment Financing.** The city will attempt to utilize lease/purchase, seven-year term or less warrant financing for capital equipment replacement when the terms of the lease/purchase or warrant financing are advantageous to the city.

#### **4.6. Enterprise Fund Policy**

**A. Enterprise Funds**

The Water and Wastewater Enterprise Fund and the Solid Waste Management Enterprise Fund are the only current enterprise funds. They are completely self-supported through user charges.

**B. Enterprise Fund Service Charges**

- (1) **Rate Requirements.** Water and Wastewater and Solid Waste Disposal service charges shall be set at a level to provide for the net income requirement in each fiscal year and shall be sufficient to finance all operating, capital and debt service costs to the enterprise funds.

- (a) **Net Income.** The excess of total revenue over total expenses for the fiscal year. (Also called net profit) The net income of the enterprise fund activities shall be at least equal to the annual costs of the principle reductions of outstanding bonds.
  - (b) **Operating Ratio.** Enterprise fund income shall be sufficient to maintain an operation ratio of at least 1.00. The operating ratio shall be calculated by dividing the total operating revenues by the total operating expenses.
  - (c) **Exceptions.** As a means to smooth out fluctuations in income and to return to the customer rates collected in excess of operating costs; an exception to the net income level and operating ratio goals, as stated above, may be made in those years when the projected unreserved retained earnings balance from the previous year is in excess of five percent (5%) of the total projected revenues for the next fiscal year, if:
    - (i) the excess retained earnings are the result of unforeseen climatic or economic fluctuations;
    - (ii) the remaining operating ratio does not fall below 0.93; and
    - (iii) the decreased operating ratio and net income levels will not unfavorably affect the city's ability to obtain a favorable bond rating or unduly affect the future financial condition of the fund.
- (2) **Basis for Service Charges.** Charges for services provided from Enterprise Funds will be based upon:
- (a) **Full Cost Recovery.** All costs associated with delivering any service provided by an enterprise fund shall be fully recovered by appropriate charges to those using the service.
  - (b) **Cost of Delivery.** The cost of delivering any service provided by an enterprise fund shall be based upon the cost of manpower, capital, time, and materials used to provide for the service.
  - (c) **Out of City Limits Charges.** All charges to out of city limits customers shall be set according to city ordinance. The current level of charges for out of city limits customers is two hundred percent (200%) of normal rates.
- (4) **Service Charge Rate Structures.**
- (a) **Water Service Charges.** Water service charges shall be based upon a measured and graduated service rate structure. The rate shall be determined by metering the volume of water consumed within a billing cycle (one month) and billing the customer according to a graduated rate structure that decreases at specified points as volume increases.
  - (b) **Wastewater Service Charges.** Wastewater service charges shall be based upon a flat rate structure for residential and small commercial customers. Users of larger volumes of water will be charged according to a measured rate based upon a percentage of the volume of water consumed during the period.
  - (c) **Sanitation Service Charges.** Sanitation service charges shall be based upon an incremental rate structure. The rate shall be based upon the level of service provided to the customer and shall take into consideration such variables as frequency of collection, volumes of wastes collected, and number and types of collection containers required. Additional charges may be made according to additional costs associated with the handling of specific types of wastes.

- (d) **Landfill Service Charges.** Landfill service charges shall be based upon an incremental rate structure. The rate shall be based upon the origin of the wastes, the volumes to be deposited, and the types involved.
- (e) **Vector Control Service Charges.** Vector control service charges shall be based upon a flat rate structure to be charged during the months the service is required and delivered.

**C. General Fund Transfers.** The following transfers are allowed to the General Fund:

- (1) **Gross Receipts Fees.** The city charges an estimate of the amount street use franchise fees that will be charged to the fund activities as if they were privately owned. The Gross receipts fee shall not be more than five percent (5%) of the gross receipts of the enterprise funds. These fees will be recognized as revenues in the General Fund.
- (2) **Payment in Lieu of Taxes (P.I.L.O.T.).** The city charges an estimate of the amount of property taxes that will be charged to the fund activities as if they were privately owned. They shall be based upon the current property tax rate. These fees will be recognized as revenues in the General Fund.
- (3) **Administrative Reimbursements.** Departments operated out of the General Fund provide services to the enterprise fund activities. These services are reimbursed to the General Fund at actual or estimated costs.
- (4) **Operating Transfer.** An additional transfer of funds to the General Fund to cover operating expenses as may be authorized by the city council.

**4.7. Miscellaneous**

**A. Employee Retirement Benefits**

- (1) **Texas Municipal Retirement System.** The city is a member of the Texas Municipal Retirement System. The rate of contribution for the city is based upon a periodic actuarial analysis for the normal cost and unfunded liability and the number of employees participating in the system.
- (2) **Deferred Compensation Plan.** In addition to the T.M.R.S. benefits, the city offers its employees a deferred compensation plan created in accordance with Section 457 of the Internal Revenue Code. The plan allows employees to defer a portion of their salary until future years with the related Federal income taxes deferred until the funds are paid to the participating employee or beneficiary under the terms of the agreement. The current plan is administered by the ICMA Retirement Corporation.

**B. Worker's Compensation.** The city is self insured under the TML Worker's Compensation Self-Insurance Pool. Premium payments are made from the Risk Management and Safety Fund, an internal service fund. This program is self-funded from charges to each department based upon the number of employees.

**C. Inventories.** Inventories consist primarily of supplies, valued at cost using the first-in, first-out method. Water and Wastewater Department inventory supplies are purchased on a yearly bid and charged out as used.

**D. Employee Health Insurance.** The city is self-insured for employee health insurance. The city pays medical costs and claims from the Risk Management and Safety Fund, an internal service fund. This program is self-funded from charges to each department based upon the number of employees.

## SECTION 5.00. Fund Balance

- 5.1. In general
- 5.2. Definitions
- 5.3. Committed Fund Balance
- 5.4. Assigned Fund Balance
- 5.5. Minimum Unassigned Balance
- 5.06 Replenishment of Minimum Fund Balance Reserves
- 5.7. Order of Expenditure of Funds
- 5.8. Appropriation of Unassigned Fund Balance
- 5.9. Monitoring and Reporting

### References

*Governmental Accounting Standards Board (GASB) Statement No. 54*  
*City of Lamesa: Resolution No. R-21-11*

#### 5.1 In General

- A. **Purpose.** This policy is to establish a key element of the financial stability of the City of Lamesa by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability and it is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other similar circumstances. This policy will ensure the City maintains adequate fund balances in the City's various operating funds with the capacity to:
  - 1. Provide sufficient cash flow for daily financial needs,
  - 2. Secure and maintain investment grade bond ratings,
  - 3. Offset significant economic downturns or revenue shortfalls, and
  - 4. Provide funds for unforeseen expenditures related to emergencies

#### 5.2. Definitions

- A. **Fund Equity.** A funds equity is generally the difference between it assets and its liabilities.
- B. **Fund Balance.** The fund equity of a governmental fund for which an accounting distinction is made between the portions that are spendable and non-spendable. Fund balance is classified into five categories:
  - (1) **Nonspendable fund balance** – includes the portion of net resources that cannot be spent because of their form (i.e. inventory, long-term loans, or prepaids) or because they must remain in-tact such as the principal of an endowment.
  - (2) **Restricted fund balance** – includes the portion of net resources on which limitations are imposed by creditors, grantors, contributors, or by laws or regulations of other governments (i.e. externally imposed limitations). Amounts can be spent only for the specific purposes stipulated by external resource providers or as allowed by law through constitutional provisions or enabling legislation. Examples include grant awards and bond proceeds.
  - (3) **Committed fund balance** – includes the portion of net resources upon which the City Council has imposed limitations on use. Amounts that can be used only for the specific purposes determined by a *formal action* of the City Council. Commitments may be changed or lifted only by the Council taking the same *formal action* that originally imposed the constraint. The formal action must be approved before the end of the fiscal year in which the commitment will be reflected on the financial statements.

- (4) **Assigned fund balance** – includes the portion of net resources for which an *intended* use has been established by the City Council or the City Official authorized to do so by the City Council. Assignments of fund balance are much less formal than commitments and do not require formal action for their imposition or removal. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed which indicates that resources are, at a minimum, intended to be used for the purpose of that fund.
- (5) **Unassigned fund balance** – includes the amounts in the general fund in excess of what can properly be classified in one of the other four categories of fund balance. It is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose. Negative residual amounts for all other governmental funds are reported in this classification.

**5.3. Committed Fund Balance.** The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the City's Council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period (i.e. the Council may approve the calculation or formula for determining the amount to be committed).

**5.4. Assigned Fund Balance.** The City Council authorizes the City Manager as the City Official responsible for the assignment of fund balance to a specific purpose as approved by this fund balance policy.

**5.5. Minimum Unassigned Fund Balance.** The City's goal is to achieve and maintain an unassigned fund balance in the general fund equal to 16.67% of expenditures. The City considers a balance of less than 8.34% to be cause for concern, barring unusual or deliberate circumstances. In the event that the unassigned fund balance is calculated to be less than the policy stipulates, the City shall plan to adjust budget resources in subsequent fiscal years to restore the balance.

**5.6. Replenishment of Minimum Fund Balance Reserves.** If unassigned fund balance unintentionally falls below 8.34% or if it is anticipated that at the completion of any fiscal year the projected unassigned fund balance will be less than the minimum requirement, the City Manager shall prepare and submit a plan to restore the minimum required level as soon as economic conditions allow. The plan shall detail the steps necessary for the replenishment of fund balance as well as an estimated timeline for achieving such. These steps may include, but are not limited to:

- (1) identifying new, nonrecurring, or alternative sources of revenue;
- (2) increasing existing revenues, charges and/or fees; use of year end surpluses;
- (3) and/or enacting cost saving measures such as holding capital purchases, reducing departmental operating budgets, freezing vacant positions, and/or reducing the workforce.

The replenishment of fund balance to the minimum level shall be accomplished within a three-year period. If restoration of the reserve cannot be accomplished within such a period without severe hardship to the City, then the Council shall establish an extended time line for attaining the minimum balance.

**5.7. Order of Expenditure of Funds.** When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will first spend the most restricted funds before moving down to the next most restrictive category with available funds.

**5.08 Appropriation of Unassigned Fund Balance** Appropriation from the minimum unassigned fund balance shall require the approval of the Council and shall be utilized only for one-time expenditures, such as capital purchases, and not for ongoing expenditures unless a viable revenue plan designed to sustain the expenditure is simultaneously adopted. The Council may appropriate unassigned fund balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the established minimum.

**5.09. Monitoring and Reporting.** The Director of Finance shall be responsible for monitoring and reporting the City's various reserve balances. The City Manager is directed to make recommendations to the Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the fiscal year as needs may arise. Compliance with the provisions of the policy shall be reviewed as a part of the annual operating budget adoption process and subsequent review will be included in the annual audit and financial statement preparation procedures.

## SECTION 6.00. Investments

- 6.1. In General.
- 6.2. Investment Authorities
- 6.3. Investment Policy
- 6.4. Investment Plan

### References

*City Charter* -. Depository, Art. IV, Sec. 22. The city council is authorized to select a depository for city funds in accordance with Chapter 3 of Title 47 of the Revised Statutes of 1925, as amended (Local Government Code, Chapter 105) and to follow all the terms and provisions of same.

*State Law* - Public Funds Investment Act, Government Code, Chapter 2256; Depositories for Municipal Funds, Local Government Code, Chapter 105.

*Library Reference* – Municipal Law & Practice (Singer), Sec. 308, The City Depository.

### 6.1. In General.

- A. **Purpose.** This policy is intended to cover all aspects of public fund investments under the authority of the City of Lamesa. It is enacted to guide the implementation and compliance with the Public Funds Investment Act, Government Code, Chapter 2256, as amended.
- B. **Objective.** It is the policy of the City of Lamesa to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands on the city and conforming to all state statutes governing the investment of public funds.
- C. **Basis and Authority for Investment Policy.** This policy is enacted to implement the stated purpose of Public Funds Investment Act, Government Code, Chapter 2256, as amended.
- D. **Applicability of Investment Policy.** The provisions of this chapter shall apply to all financial assets of the City of Lamesa, Texas except for its deferred compensation plan which is separately administered by the ICMA Retirement Corporation. The investments of all of the city's funds shall be placed in a pooled fund group in order to maximize the investment potential of the city's investments. Funds included in the pooled fund group are:

#### (1) Governmental Funds

##### (a) General Fund (01)

General Fund Capital Reserve Account

General Fund Investments

##### (b) Special Revenue Funds

- (1) Hotel-Motel Occupancy Tax Fund (12)
- (2) Housing Assistance Program Fund (08)
- (3) Community Development Grant Fund (15)



- (4) Special Revenue Fund (17)
- (2) **Proprietary Funds**
- (a) **Enterprise Funds**
- (1) **Water Enterprise Fund (02)**  
 Water & Wastewater Capital Reserve Account
- Water Tower Reserve
  - 2013 Debt Service/Tax Notes
- Water & Wastewater Debt Service Account USDA  
 Treatment Plant Debt Service Reserve C/O Series 2006  
 Capital Improvement Project-Water Elevated Tanks  
 Customer's Deposits Account
- (2) **Solid Waste Management Enterprise Fund (03)**  
 Solid Waste Post Closure Reserve Account  
 Solid Waste Equipment Reserve Account
- (3) **Municipal Golf Course (18)**  
 (4) **Wastewater Enterprise fund (20)**
- (b) **Internal Service Fund**
- (1) **Risk Management Fund (21)**  
 Risk Management & Safety Account  
 Self-Funded Employee Medical Benefits Account
- (3) **Trust and Agency Funds**
- (a) **Expendable Trust Funds**
- (1) **Forfeited Property Expendable Trust Fund (24)**  
 General Account  
 Special Account
- (b) **Agency Funds**
- (1) **State Agency Fund (05)**

**E. Standard of Care.**

- (1) **Prudence.** The standard of prudence to be used by the investment officers so named in this policy shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Said officers acting in accordance with written procedures and the investment policy and exercising due care shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
- (2) **Investment Objectives.** Investment of funds shall be governed by the following investment objectives, in order of priority:

- (a) Preservation and safety of principal.
- (b) Liquidity
- (c) Yield

(3) **Determination of Standard.** In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (a) the investment of all funds, or funds under the city's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (b) whether the investment decision was consistent with the provisions of this policy.

**F. Annual Policy Review and Approval by City Council.** The city council of the City of Lamesa shall review and approve this investment policy and investment strategies not less than annually. Said review may be included within the financial policy statement or annual budget as approved by the city council.

**G. Definitions.**

**Amortization.** To liquidate (a debt) by installment payments.

**Accretion.** Growth or increase in size by gradual external addition.

**Book Value.** The face or par value of an investment plus accrued interest or minus amortization or plus the accretion.

**Certificate of Deposit (CD).** A time deposit with a specific maturity evidenced by a certificate.

**Collateral.** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public moneys.

**Demand Deposit.** A deposit of funds that may be withdrawn on the demand of the depositor, (city checking account).

**Funds.** Public funds in the custody of the city that:

- (a) are not required by law to be deposited in the state treasury; and
- (b) the city has authority to invest.

**Liquidity.** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes..

**Market Value.** The price at which a security is trading and could presumably be purchased or sold.

**Maturity.** The date upon which the principal or stated value of an investment becomes due and payable.

**Pooled Fund Group.** An internally created fund of the city in which one or more institutional accounts of the city are invested.

**Prudent Person Rule.** An investment standard that requires investments to be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**Public Funds Investment Act.** Shall refer to the Texas Public Funds Investment Act codified as Chapter 2256 of the Government Code of Texas.

**Rate of return.** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

**Safety.** Refers to the ability if the issuer to redeem the instrument at maturity. U.S. Government guaranteed obligations are considered risk free and all other instruments are evaluated against this standard.

**Time Deposit.** A deposit of funds subject to a contract between the depositor and the depository under which the depositor may not withdraw any of the funds by check or by another manner until the expiration of a certain period following written notice of the depositor's intent to withdraw the funds.

**Treasury Bills.** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**Treasury Bond.** Long-term U.S. Treasury securities having initial maturities of more than ten years.

**Treasury Notes.** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**Yield.** The rate of annual income return on an investment, expressed as a percentage.

(a) Income yield is obtained by dividing the current dollar income by the current market price for the security.

(b) Net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**Treasury Bill.** A U.S. government short-term security sold to the public each week, maturing in 91 to 182 days.

## **6.2. Investment Authorities.**

- A. Delegation of Authority.** Authority to manage the City of Lamesa's investment program is derived from the authority granted by the city council in this policy and the Public Funds Investment Act. The investment officials of the city shall be the investment officer, director of finance and the city treasurer. Management responsibility for the investment program is hereby delegated to the investment officer who shall institute written procedures for the operation of the investment program consistent with this investment policy. The director of finance and the city treasurer are designated as subordinate investment officials. The investment officer shall establish a system of controls to regulate the activities of subordinate investment officials.
- B. Limitation of Authority.** A person may not deposit, withdraw, invest, transfer, or manage in any other manner funds of the city without the express written authority of the city council, city manager, or director of finance of the city. No person may engage in investment transactions except as provided under the terms of this policy and the procedures established by the investment officer
- C. Investment Officer.** The City Manager of the City of Lamesa, and his or her successor, shall be and is hereby designated as the investment officer of the City of Lamesa for the purposes of this policy and the Public Funds Investment Act and shall be responsible for the performance of such obligations and duties as provided in this policy and state law.
- D. Director of Finance/Assistant Finance Director.** The Director of Finance/Assistant Finance Director of the City of Lamesa, and his or her successor, shall be and is hereby designated as the chief financial officer of the City of Lamesa for the purposes of this policy and the Public Funds Investment Act and shall be responsible for the performance of such obligations and duties as provided in this policy and state law.
- E. City Treasurer.** The City Treasurer of the City of Lamesa, and his or her successor, shall serve as deputy investment officer with the authority to act in the absence of the investment officer, and shall be responsible for the performance of such obligations and duties as provided in this policy and state law.
- F. Ethics and Conflict of Interest.**

  - (1) In General.** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
  - (2) Disclosure of Material Financial Interests.** Investment officials, as designated under the provisions of this policy, shall disclose, by filing a statement, to the city council any personal business relationship or material financial interests in financial institutions that conduct business within the city or with an entity seeking to sell an investment to the city, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the city, particularly with regard to the time of purchases and sales.

**(3) Disclosure of Relationship.** Any investment official, as designated under the provisions of this policy, who is related within the second degree of consanguinity, as determined under Chapter 573 of the Government Code of Texas, to an individual seeking to sell an investment to the city shall file a statement disclosing that relationship.

**(4) Statement to be Filed.** A statement required under this section must be filed with the Texas Ethics Commission and the City Council of the City of Lamesa, Texas.

**G. Limitation of Investment Officer's Liability.** The investment officials of the city, including the investment officer, director of finance/assistant finance director and the city treasurer, shall not be held responsible for any loss of city funds through the negligence, failure, or wrongful act of a financial institution providing investment services to the city. This section does not release said officers from responsibility for a loss resulting from the official misconduct of said officers, including a misappropriation of the funds, or from responsibility for the funds until an investment is made.

**H. Training.** The investment officials of the city, including the investment officer, director of finance, assistant finance director and the city treasurer, shall attend such training as may be required by the Public Funds Investment Act. Said officials shall also attend such training in investment controls, security risks, strategy risks and market risks as necessary for the prudent management of the city's investments.

### **6.3. Investment Policy.**

**A. Objective.** The primary objectives, in priority order, of the City of Lamesa's investment activities shall be:

- (1) Preservation and Safety of Principal.** Safety of principal is the foremost objective of the investment program. Investments of the City of Lamesa shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- (2) Liquidity.** The city's investment portfolio will remain sufficiently liquid to enable the city to meet all operating requirements which might be reasonably anticipated.
- (3) Yield or Return on Investments.** The city's investment portfolio shall be designed with the objective of attaining a rate of return throughout the budgetary and economic cycles, commensurate with the city's investment risk constraints and the cash flow characteristics of the portfolio.

**B. Pooled Fund Group.** A pooled fund group shall be created from the, governmental, proprietary, and trust and agency funds of the city. All funds of the city covered by this policy shall be invested in the pooled fund group.

**C. Authorized and Suitable Investment Securities.**

- (1) Authorized Securities and Investments.** The following are authorized investments under this policy:

- (a) **Certificate of Deposit.** A certificate of deposit is an authorized deposit under this policy if it is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; and secured by obligations that are secured in any other manner and amount provided by law for deposits of the city.
  - (b) **Time Deposits.** City funds not immediately required to pay obligations of the city may be invested in time deposits or interest bearing demand accounts with the city's depository, as provided in the depository contract, at a legal interest rate under federal law.
  - (c) **Public Funds Investment Pool.** Eligible public funds investment pools as defined by the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, which meet criteria outlined in Sections 2256.016 and 2256.019 of the Texas Government Code upon approval by the City Council.
  - (d) **Obligations of the United States of America, its agencies, and instrumentalities** (i.e. Treasury Bills).
- (2) **Unauthorized Securities.** Any security designated, as an unauthorized investment under the provisions of the Public Funds Investment Act is not authorized under this policy:
- (3) **Maximum Allowable Maturity.** To the extent possible, the city will attempt to match its investment with anticipated cash flow requirements. Unless matched to a specific cash flow, the city will not directly invest in certificates of deposit or securities maturing more than one year from the date of purchase. Reserve funds may be invested in certificates of deposit or securities exceeding one year if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. The maximum weighted average maturity of six (6) months.
- (4) **Collateralization.** Collateralization will be required on all certificates of deposit. Collateral will always be held by an independent third party with whom the city has a custodial agreement. A clearly marked evidence of ownership shall be supplied to the city and retained. The right to collateral substitution is granted.

#### **D. Selection and Purchase of Investment Securities.**

- (1) **Authorized Financial Dealers and Institutions.** The City shall invest funds only with the following types of qualified financial institutions:
- (a) **City Depository.** The city may invest funds with a financial institution qualified as a depository for the City of Lamesa. All financial institutions that desire to provide investment services to the city shall qualify as a depository under the provisions of Chapter 105 of the Local Government Code of Texas.
  - (b) **Public Funds Investment Pools.** The City may invest in eligible public funds investment pools as defined by the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, which meet criteria outlined in Section 2256.016 and 2256.019 of the Texas Government Code. The City Council shall authorize participation in a public funds investment pool by resolution. An investment pool must furnish to the City's investment officer or other authorized

representative, an offering circular or similar disclosure instrument that contains information required by Government Code 2256.016 (b).

**(c) Other Financial Institutions.** The city may invest funds with any financial institution that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, (i.e. Certificate of Deposits).

- (2) Selection and Compliance of Brokers/Dealers - Certification Process.** The selection process for institutions authorized to provide investment services to the city shall comply with the provisions of Chapter 105 of the Local Government Code of Texas and Chapter 2256 of the Government Code of Texas.
- (3) Diversification Requirements.** The purpose of diversification of the city's investments shall be to reduce overall portfolio risks while attaining market average rates of return. The investments of the city may be invested in a single financial institution, provided that the investment portfolio is not concentrated in a single security type or specific maturity sector.

**E. Internal Control, Evaluation and Reporting.**

- (1) Internal Control/Compliance Audit.** The city, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the city's investment policy.
- (2) Quarterly Reporting Requirements.** The investment officer is charged with the responsibility of preparing and presenting quarterly reports to the city council. The report shall include all funds covered by this policy for the preceding reporting period and shall:
  - (a)** describe in detail the investment position of the city on the date of the report;
  - (b)** be prepared jointly by all investment officers of the city;
  - (c)** be signed by each investment officer of the city;
  - (d)** contain a summary statement of the pooled fund group that states the:
    - (i)** beginning market value for the reporting period;
    - (ii)** additions and changes to the market value;
    - (iii)** ending market value for the period;
  - (e)** state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
  - (f)** state the maturity date of each separately invested asset that has a maturity date;



- (g) state the account or pooled fund group for which the investment was acquired;
- (h) state the compliance of the investment portfolio as it relates to;
  - (i) the investment strategy expressed in the city's investment policy; and
  - (ii) to relevant provisions of the Public Funds Investment Act.

#### **6.4. Annual Investment Plan**

- A. Applicability of Investment Plan.** This investment plan shall be effective from the date of adoption through Fiscal Year 2018-2019 ending on September 30, 2019. The investment policy shall apply in all matters pertaining to said plan. This investment plan is intended to satisfy the "separate written investment strategy" requirements of Section 2256.005 (d) of the Public Funds Investment Act.
- B. Selection of Authorized Financial Institutions.**
  - (1) Authorized Financial Institutions.** The city may invest funds with any financial institution that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, (i.e. Certificates of Deposits). A financial institution providing investment services to the city must qualify as a depository under the provisions of Chapter 105 of the Local Government Code of Texas.
  - (2) Investment Duties of Depository.** The depository chosen by the City of Lamesa for the five year period beginning on January 1, 2019 and ending on December 31, 2021 shall be the designated financial institution authorized to provide investment services to the city during the period covered by this plan.
- C. Suitability of Investments.** This plan is intended to be non-speculative with the objective of preserving the safety of principal with sufficiently liquid, and attaining a satisfactory rate of return. Only investments allowed by the investment policy shall be deemed suitable during the term of this plan.
- D. Safety of Principal.** Safety of principal is the foremost objective of this plan. Investments of the City of Lamesa shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Collateralization will be required on all certificates of deposit. Collateral will always be held by an independent third party with whom the city has a custodial agreement. A clearly marked evidence of ownership shall be supplied to the city and retained. The right to collateral substitution is granted
- E. Liquidity.** The city's investment portfolio will remain sufficiently liquid to enable the city to meet all operating requirements which might be reasonably anticipated. Time deposits will be utilized to satisfy this requirement.
- F. Investment Marketability Requirements.** No marketable investment will be held by the city. Only time deposits and certificates of deposit issued by the depository will be utilized.

- G. **Diversification.** The city's portfolio will be held by a single institution, the city's depository. The funds of the city may be invested in time deposits or certificates of deposit according to the anticipated need for such funds.
- H. **Yield Objectives.** The city's investment portfolio shall be designed with the objective of attaining a rate of return throughout the budgetary and economic cycles, commensurate with the city's investment risk constraints and the cash flow characteristics of the portfolio.
- I. **Maturity Requirements and Restrictions.** The time deposits of the city will structured in a manner to be available as needed to meet all operating requirements which might be reasonably anticipated

## **SECTION 7.00. Audit and Financial Reporting**

- 7.1. Annual Audit and Financial Statement.
- 7.2. Scope of the Audit.
- 7.3. Auditing Standards to be Used.
- 7.4. Term of Audit Engagement.

### **References**

*City Charter* - . Audit and examination of the city books and accounts, Art. IV, Sec. 29..

*State Law* - Audit of municipal finances, Local Government Code, Chapter 103.

*Library Reference* -Governmental Accounting, Auditing and Financial Reporting, G.F.O.A.

### **7.1. Annual Audit and Financial Statement.**

- A. General Policy.** The city shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit.
- B. Auditor.** The City shall employ an independent certified public accountant who is licensed by the State of Texas as a public accountant to conduct the audit and to prepare the annual financial statement.
- C. Financial Statement.** The annual financial statement, including the auditor's opinion on the statement shall be filed in the office of the city secretary within 120 days after the first day of the City's fiscal year (July 29th). Said financial statement shall be available for public inspection.

### **7.2. Scope of the Audit.**

- A.** The financial statement audit is to determine whether:
  - (1) the financial statements present fairly the financial position, results of operations and cash flows or changes in financial positions in accordance with generally accepted accounting principles, and
  - (2) whether the City of Lamesa has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements.
- B.** The financial related audit will also include determining whether:
  - (1) financial reports and related items are fairly presented,
  - (2) financial information is presented in accordance with established or stated criteria, and
  - (3) the City of Lamesa has adhered to specific financial compliance requirements.
- C.** As a part of the audit of the general purpose financial statements, the annual audit will also include obtaining an understanding of the City's internal control structure and reporting any reportable conditions relating to the internal control systems coming to the attention of the auditors. To comply with Office of Management and Budget Circular A-128, a study and evaluation of the internal control structure will include internal accounting and administrative controls for all major federal financial assistance programs or 50% of all federal programs if expenditures for major programs are less than 50% of total federal program expenditures. Any material weakness noted during the study and evaluation of internal accounting and administrative controls will be reported.

- D. As part of the audit of the general purpose financial statements, transactions and records pertaining to federal laws, rules and regulations, and all instances of noncompliance will be reported to the City of Lamesa.

### **7.3. Auditing Standards to be Used.**

The audit is to be performed in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States; and the provisions of Office of Management and Budget Circular A-128, "Audits of State and Local Governments".

### **7.4. Term of Audit Engagement.**

A contract for audit services shall be for one fiscal year. An initial agreement may be extended up to an additional four years, upon Council approval, following satisfactory delivery of the services as specified.

## SECTION 8.00. Purchasing and Contracting

- 8.01. In General.
- 8.02. Competitive Bidding and Contracting
- 8.03. Cooperative Purchasing

### References

*City Charter* -. Competitive bidding, Art. III, Sec. 26.

*State Law* - Purchasing and contracting authority of municipalities, Local Government Code, Chapter 252; Authority of city council to elect to have state law supersede the charter as it relates to purchasing and contracting, , Local Government Code, Section 252.002., enacted by resolution, January 17, 1994; State cooperative purchasing program participation by city, Local Government Code Sections 271.081-271.083, enacted by resolution , May 2, 1989.

*Library Reference* - Municipal Law & Practice (Singer), Chapter 30, Contracts.

### 8.1. In general.

- A. **General policy.** It is the policy of the City to obtain all services, supplies, materials and equipment at the lowest cost to the City consistent with those standards of quality, performance, service and availability which will best meet the needs of the City.
- B. **Intent of policy.** It is the intent of this policy to:
  - (1) promote the practice of requiring competitive purchasing practices to keep costs at a minimum and to give interested vendors an equal opportunity to supply goods and services to the City and;
  - (2) Cover all aspects of purchasing and contracting under the authority of the City of Lamesa; and
  - (3) comply with the provisions of the City Charter and applicable provisions of State Law including Chapters 252 and 271 of the Local Government Code, as amended.
- C. **Legal guidelines.**
  - (1) **City Charter.** The provisions of Article III, Section 26 of the City Charter of the City of Lamesa shall govern the purchasing and contracting activities of the City of Lamesa.
  - (2) **State Law.** The provisions of Chapter 22 of the Local Government Code shall govern the purchasing and contracting activities of the City of Lamesa that are covers by said laws.
  - (3) **State law controls over city charter.** The provisions of Title 8, Chapter 252 of the Local Government Code of the State of Texas supersede the provisions of the Charter of the City of Lamesa relating to competitive bidding (Article III, Section 6) to the extent the provisions conflict with the City Charter of the City of Lamesa effective January 18, 1994.
- D. **Award standards.** In the procurement process, the award will be made to the vendor with the lowest responsible and responsive quotation or bid unless, in the judgment of the responsible authority, such an award would not serve the best interest of the City. Whenever practicable and in the best interest of the City, purchases will be grouped together to take advantage of quantity discounts.

- E. **Authorized purchases.** Only those employees specifically designated are authorized to make purchases in the name of the City. Authority to make purchases means the authority to sign purchase requests or specific delegation of authority by a department head or by the city manager.
- F. **Unauthorized purchases.** Unauthorized purchases become the obligation and financial responsibility of the individual who made the commitment.

## 8.2. Definitions

The following definitions shall apply:

- (1) **Bidder.** Refers to the person, firm or entity that submits a bid or proposal for in response to a solicitation..
- (2) **Competitive Procurement Process:** refers to all methods of obtaining prices from multiple vendors.
- (3) **Quotation:** refers to pricing obtained through a number of informal, generally rapid methods, including telephone, faxed or written quotations.
- (4) **Bid:** refers only to pricing obtained through a formal sealed bid process.
- (5) **Proposal:** refers only to information obtained from a vendor concerning goods and services through a formal sealed proposal process for high technology procurements under Section 252.021 of the Local Government Code.
- (6) **Purchase order:** refers to an order placed by the purchasing agent for the purchase of goods or services on the City's standard purchase order form.
- (7) **Request for Bid:** refers to the document issued to solicit bids and is used when product or services being procured can be precisely described.
- (8) **Request for Proposal:** refers to the document used to solicit proposal from vendors for high technology procurements under Section 252.021 of the Local Government Code.
- (9) **Responsible Authority:** refers to the City Council for purchases over \$50,000 and to the city manager for purchases under \$50,000.
- (10) **Responsible Bidder:** refers to a bidder or proposer who has the capability in all respects to perform the contract requirements in a manner which will assure reliability and good performance.

## 8.3. Authorized Procurement Processes.

### A. In general.

- (1) **Advertisement.** All formal sealed bids must be publicly advertised as follows:
  - (a) **Publication of notice.** State law requires that if the formal sealed competitive process applies to the purchase, notice of the time and place at which bids will be publicly opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. The date of the first publication must be before the 14<sup>th</sup> day before the date set to publicly open the bids.
  - (b) **Request for proposals.** State law requires that if the competitive sealed proposals requirement applies to the purchase, notice of the request for proposal must be given in the same manner as that prescribed by Subsection (a) for the notice for the competitive sealed bids.
  - (c) **Road machinery specifications.** State law requires that if the contract is for the purchase of machinery for construction or maintenance of roads, streets, the notice for bids and the order for purchase must include a general specification of the machinery desire.

**(2) Non responsive bids.**

- (a) In general.** The City will not consider non-responsive bids or proposals, i.e. those with material deficiencies, omissions, errors or inconsistencies.
- (b) Bidder's responsibility.** Bidders are expected to examine all documents that make up the solicitation. The bidder has the responsibility to notify the City of any perceived ambiguity, inconsistency or error that they may discover upon examination of the specifications or solicitation.
- (c) Clarification.** The City may make post-bid inquiries or requests for clarifications as to minor irregularities; and there may be additional discussion between the vendors and the City during the review of proposals.

**(3) Invoices.**

The person making a direct purchase or accepting a delivery is responsible for submitting an invoice to the department head. The department head is responsible for submitting the invoice to the director of finance. Failure to submit an invoice may result in the purchase becoming the obligation and financial responsibility of the individual who made the purchase.

**B. Formal sealed bid competitive process.**

- (1) In general.** Purchases greater than \$50,000 require either a Request for Bid or Request for Proposal. Both require a formal sealed competitive bid process.
  - (a)** The **Request for Bid** is used when goods or services being procured can be precisely described. Price is generally the determining factor in the award provided the criteria set forth in the Request for Bid are met. There is a public opening of the bids at a City Council meeting. The award is made to the lowest responsible and responsive bidder.
  - (b)** The **Request for Proposal** is used for high technology procurements under Section 252.021 of the Local Government Code. The City during the review of proposals may seek clarification and additional information concerning the proposal. The following requirements of state law must be met:
    - (i)** Requests for proposals made under Section 252.021 of the Local Government Code must solicit quotations and must specify the relative importance of price and other evaluation factors.
    - (ii)** Discussions in accordance with the terms of a request for proposals and with regulations adopted by the City Council may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. TO obtain the best final offers, revisions may be permitted after submissions and before the award of the contract.
    - (iii)** If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offer or whose proposal is determined to be the advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.
- (2) Bidding process.** All purchases in an amount of \$50,000.00 or more must be through the process of a competitive formal sealed bidding process and must be approved by the City Council prior to the issuance of a purchase order.
  - (a) Specifications.** The mayor and city council shall approve all specifications and authorize the calling for bids. Pending advertisement

of such proposed bids, specifications shall be on file in the office of the city secretary, subject to the inspection of all persons desiring to bid.

- (b) **Notice.** The bid shall be advertised in the official newspaper at least once in each week for two consecutive weeks inviting competitive bids for labor and materials embraced in the proposed contract.
- (c) **Delivery of bids.** All bids submitted shall be sealed and delivered to the city secretary.
- (d) **Award of bids.** The City Charter provides the following process for the awarding of bids:
  - (i) At the time in the bid notice the bids shall be opened in the presence of a majority of the city council.
  - (ii) No bid shall be awarded except to one of the bidders.
  - (iii) The council shall determine the most advantageous bid for the city and shall award the bid to such bidder.
  - (iv) The council shall always have the right to reject any and all bids, and in the event all bids are rejected, may call for new bids, which shall be advertised in like manner as the original bids.
  - (v) No bid shall ever be awarded except by approval of a majority of the city council.

#### C. Competitive Procurement Process

- (1) **In general.** Except as otherwise provided herein, purchases of services, supplies, materials and equipment needed by the City must be based on the principle of competitive procurement.

- (2) **Competitive Procurement Process Thresholds**

- (a) **Purchases over \$50,000.** The competitive procurement process may be used for purchases in an amount over \$50,000 for a purchase made under an exemption as provided in Section 252.022 of the Local Government Code.
- (b) **Purchases under \$50,000 and more than \$3,000.**
  - (i) **In general.** All purchases in an amount under \$50,000 and more than \$3,000 must be made through a Competitive Procurement Process after solicitation of at least 3 quotations or following a formal sealed competitive process if required by the city manager. These quotations shall be documented on the purchase request form.
  - (ii) **Purchase order required.** All purchases in an amount under \$50,000 and more than \$3,000 must:
    - a. be approved by the department head and the city manager; and
    - b. be submitted to the purchasing agent on an approved purchase request form; and
    - c. have a purchase order issued prior to the purchase.
- (c) **Purchases under \$3,000.**

All purchases in amounts less than \$3,000 must be made through a Competitive Procurement Process after solicitation of quotations. The purchasing agent or any authorized other person seeking quotations shall attempt to obtain at least 3 quotations if possible. These quotations shall be documented on the purchase



Request form. Approval of such purchases will be made in accordance with following guidelines:

- (i) Purchases in an amount under \$3,000.00 that are approved in the annual operating budget must:
    - a. be approved by the department head; and
    - b. be submitted to the purchasing agent on an approved purchase request form; and
    - c. have a purchase order issued prior to purchase.
  - (ii) Purchases in an amount under \$3,000.00 and more than \$500.00 and not approved in the annual operating budget must:
    - a. be approved by the department head and the city manager prior to the purchase; and
    - b. be submitted to the purchasing agent on an approved purchase request form; and
    - c. have a purchase order issued prior to the purchase.
  - (iii) Purchases in the amount under \$500.00 and not approved in the annual operating budget must:
    - a. be approved by the department head prior to the purchase; and
    - b. be submitted to the purchasing agent on an approved purchase request form; and
    - c. have a purchase order issued prior to the purchase.
- (d) **Exceptions may be made to the procurement process for:**
- (i) **Purchases under \$250.00.** Authorized employees may make purchases in amounts less than \$250.00 without a purchase order according to the guidelines established by the department head and approved by the city manager (10/20/15, Agenda Item #17, City Council denied request to increase PO threshold from \$250.00 to \$500.00).
  - (ii) **Emergency purchases.** These may be made only to meet bona fide emergencies arising from unforeseeable causes. Emergency purchases should be made on the basis of competitive procurement whenever practicable. Appropriate documentation shall be maintained on the justification for any departure from the competitive process. After the emergency has abated, the employee making the purchase shall complete a purchase request and obtain ratification and approval of the purchase from the department head and purchasing agent.

**Emergency purchases are authorized when:**

    - a. There occurs a public calamity that requires the immediate appropriation of money to relieve the necessity of the city's residents or to preserve the property of the municipality.
    - b. Procurement is necessary to preserve or protect the public health or safety of the city's residents
    - c. Procurement is necessary because of unforeseen damage to public machinery, equipment, or other property.
  - (iii) **Sole source purchases.** Sole source purchases are made only when items are unique and possess specific characteristics that can only be filled by only one source. The authorization and justification for these

purchases shall be documented.

**Examples** of authorized procurement of items that are available from only one source, including:

- a. items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- b. films, manuscripts, or books;
- c. electricity, gas, water, and other utility services;
- d. captive replacement parts or components for equipment;
- e. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- f. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

**(iv) Cooperative purchases** with the State, a state agency, another governmental entity, or local governmental purchasing cooperative where there is sharing of responsibility or costs and where it is possible for the City to purchase from an established state contract.

**(v) Professional services**

- a. **Definition.** A procurement for personal, professional, or planning services as defined in Section 2254.002 of the Government Code of the State of Texas. This includes the following services:
  - 1. accounting
  - 2. architecture
  - 3. land surveying
  - 4. medicine
  - 5. optometry
  - 6. professional engineering
  - 7. real estate appraising
- b. **Authority for exemption.** Section 252.022(a)(4) exempts professional services from the bidding requirements.
- c. **Selection.** The selection of a provider of professional services shall be made in accordance with the provisions of Section 2254.003 and .004 of the Government Code of the State of Texas

**(vi) Land.** A purchase of land or a right-of-way.

**(vii) Personal property.** Personal property that is sold:

- a. at an auction by a state licensed auctioneer;
- b. at a going out of business sale held in the compliance with Subchapter F, Chapter 17, Business & Commerce Code;
- c. by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

**D. Purchase orders.**

- (1) In general.** A purchase order is an order placed by the purchasing agent for the purchase of goods or services on the City's standard purchase order form. The purchase order becomes a contract when accepted by the bidder or person

making a proposal. The purchase order is the bidder's authority to deliver and invoice the City for goods and services specified and the City's commitment to accept the goods and services for an agreed upon price.

- (2) **Purchase order required.** No purchase shall be made in an amount over \$250.00 without an approved purchase order.
- (3) **Purchase request.** No purchase order shall be issued without the prior submission of a purchase request to the purchasing agent. The request must have an appropriate level of approval for the purchase.
- (4) **Approval required.** The purchasing agent shall process the purchase request and either order the item or instruct the purchaser to obtain the item following the appropriate guidelines.
- (5) **Authority to sign purchase orders.** The following persons have the authority to sign purchase orders:
  - (a) the Mayor
  - (b) the city manager
  - (c) the director of finance
  - (d) the city treasurer
  - (e) the purchasing agent
- (6) **Standing purchase orders**
  - (a) Standing purchase orders are to be used when a department intends to:
    - (i) Purchase repetitive, specified services of items, or category of items from the same supplier over a specified time (month, year, etc.).
    - (ii) Order standard materials or maintenance, repair, and operating supplies which require numerous shipments.
    - (iii) Obtain more favorable pricing or service through volume commitments.
  - (b) The purchasing agent shall review standing orders annually, solicit bids or quotes and obtain updated pricing when appropriate.

#### 8.4. **Purchasing Authority and Limits.**

##### **A. Purchasing agent.**

- (1) **Authority.** The city manager may appoint a purchasing agent who shall have the responsibility to coordinate all purchasing and contracting activities of the City of Lamesa.
- (2) **Purchase requests.** The purchasing agent shall be responsible for approving all purchase requests submitted by employees with purchasing authority.

##### **B. Department heads.**

- (1) **Authority.** Each department head is responsible for approval of all purchases for the department. The department head may delegate the task to a subordinate or subordinates in the department.
- (2) **Purchase orders.** Employees shall be responsible for obtaining purchase requests to be submitted to the purchasing agent.

**8.05. Cooperative Purchases.**

The City, pursuant to the authority granted by Sections 271.081-271.083 Local Government Code as amended, is authorized to participate in the purchasing programs of the State Purchasing and General Services Commission and the Houston-Galveston Area Council of Governments. The city manager is authorized and directed to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the City of Lamesa.

**8.06. Special conditions.**

- A. Equipment Lease/Purchase Agreements.** Purchases made by lease are subject to the same competitive process as any other purchase at the same threshold.
- B. Hazardous Chemical Products.** All solicitations for the purchase of chemicals or compounds which may contain toxic or hazardous substances, i.e. cleaning supplies, and chemicals of all types, shall require the vendor to certify and warrant the items or products to be delivered shall be properly labeled as required by federal and state law and that by delivery of the items or products the vendor does not violate any of the prohibition of federal and state law. Whenever toxic or hazardous chemicals are purchased, the vendor shall provide Material Safety Data Sheets (MSDS) to the City.

**8.7 Conflict of interest.**

- A. In general.** No officer or employee of the City shall be pecuniary interest directly or indirectly in any contracts made in behalf of the City and any contract made in violation hereof is void. What constitutes a significant interest or a relationship that may give rise to an actual or apparent conflict of interest often must be judged on a case by case basis. If in doubt, the employee should consult the city manager or city attorney.
- B. Situations that must be avoided.** Certain situations must be avoided since even full disclosure would not satisfy legal requirements and approval of such actions could not be granted by the city. Examples of these situations include:
  - (1) Council members.** Purchase from businesses owned in whole or in part by members of the City Council.
  - (2) Personal gain.** Using for personal gain City supported work products, results, materials, property records, or non-public information without the right to do so.
  - (3) Contract negotiation.** Negotiating or giving final approval to contracts between the City and other organizations and individuals with which the employee has direct or indirect consulting or other significant relationships;
  - (4) Gratuities and special favors.** Employees may not accept gratuities or special favors from individuals and organizations which might reasonably be interpreted as having any possibility of influencing the recipients in the conduct of their duties. Acceptance of any gift of substance is strictly prohibited. Employees may accept minor advertising tokens such as caps, calendars and other small items with the company's logo if the item is of a nominal value and the acceptance of such cannot reasonably be interpreted as having any possibility of influencing the recipients in the conduct of their duties.
- C. Situations requiring disclosure.** The following situations may be undertaken only with full disclosure by the employee and approval from the city manager, in consultation with the City Attorney, if necessary. The existence of such situations should be on record and the reasons for approval documented in writing. Examples of situations requiring disclosure and approval in advance include:
  - (1) Outside Organization.** Undertaking, modifying, or orienting the employee's activities to serve the needs of an outside organization or individual;

- (2) **Purchases.** Recommending the purchase of equipment, instruments, materials, services, or other items from a private firm in which the individual has an interest, direct or indirect.

## 8.8. Shipments and Deliveries.

### A. Deliveries.

- (1) **Purpose.** To outline responsibilities and procedures for the receipt and storage of materials and supplies, and processing of damage and other contractual claims arising from purchasing transactions.
- (2) **Responsibilities and procedures**
  - (a) **Purchasing agent.** The purchasing agent is responsible for the receipt and distribution of all goods delivered unless arrangements have been made for direct delivery to a department point.
  - (b) **Inspection of deliveries.** The person receiving deliveries will inspect shipments for obvious damage, irregularities, or other discrepancies. However, the requisitioning department is ultimately responsible for the acceptance of the merchandise. Individuals accepting direct shipments should follow these basic guidelines.
    - (i) Do not sign the freight bill until after inspecting all incoming boxes or cartons.
    - (ii) Verify the number of cartons listed on the freight bill with the actual number of cartons received.
    - (iii) If a carton appears damaged:
      - a. Insist the carton be opened and jointly inspected before the driver leaves.
      - b. Note any damage in writing on the freight bill and have the driver sign your copy.
      - c. Notify the purchasing agent immediately to arrange for damaged merchandise to be returned for proper replacement or credit.
      - d. Retain all damaged cartons and packing materials.
    - (iv) If upon further inspection, there appears to be a problem with the shipment (shortages, incorrect items, etc.) notify the purchasing agent immediately to arrange for return for proper replacement or credit.
  - (c) **Invoices.** The person accepting a delivery is responsible for submitting any shipping invoice to the department head. The department head is responsible for submitting the shipping invoice to the director of finance.

### B. Material return.

- (1) **Purpose.** To outline responsibilities and procedures for returning damaged or incorrect materials received.
- (2) **Responsibilities and procedures.**

- (a) It is the responsibility of the purchasing agent to arrange the filing of all claims for damaged materials, and to initiate requests for replacement shipments.
  - (b) The return of any supplies or materials to the vendor, whether resulting from damage, mis-shipment, or other reasons, should be arranged through the purchasing agent to assure applicable credits or refunds are received.
  - (c) Requisitioning departments should notify the purchasing agent immediately of any problems with the delivery. Provide the following information:
    - 1. Vendor name and purchase order number.
    - 2. Date received
    - 3. A list of the items damaged or affected by differences, irregularities, or non-conformity with specifications, and a detailed description thereof.
    - 4. Condition of the parcel(s) upon receipt.
    - 5. Location of the parcel(s).
  - (iv) After arrangements have been made with the purchasing agent to return the items to the vendor, the items may be delivered to the purchasing agent, or scheduled to be picked up as part of the shipper's normal delivery route. The purchase order reference number must be prominently displayed on all items being processed for return.
- (3) **Exceptions.** Goods may be returned for immediate exchange directly to the supplier. The exchange should be for the same item(s) at the same price(s).

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 6**

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 2020 TMLIEBP health insurance re-rate (approximately .77% increase over prior year).

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to approve the Calendar Year 2019 2020 TMLIEBP health insurance re-rate (approximately .77% 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.**



**CITY OF LAMESA**  
Health Plan Renewal for 2020



Stop Loss Carrier	Contract Basis	Annualized Fixed Costs	Annual Aggregate	Expected Costs	Maximum Annualized Cost
<b>Unlimited Plan Benefit Maximum</b>					
BCBSTX Fully Funded Plan#MTBPA806	12 month	\$502,293.12			\$502,293.12
BCBSTX Fully Funded Plan#MTBCP806	12 month	\$526,706.52			\$526,706.52
TML-United P85-200-30-A\$35/OV (Current)	12 month	\$444,477.36			current
TML-United P85-200-30-A\$35/OV (Renewal)	12 month	\$481,384.80			9% increase
<b>TML-United Copay-2500-6K ER (Alternative)</b>	<b>12 month</b>	<b>\$445,046.64</b>			<b>0.77% increase</b>

**Premiums based on 64 total employees and 13 dependents:**

EO=51, EC=11, ES=1, EF=1

Recommend to take the Alternative plan option....this will keep the Employee's cost the same as last year.

TML Alternative Plan is an increase of \$500 deductible and \$1,000 in out of pocket expense.

TML Alternative Plan has a better copay \$30 for OV and \$0 Copay on Tele Health.

This is the 3rd renewal with TML and they originally saved the City \$300,000 plus. Still the best rates in the marketplace.



MEDICAL COST PROJECTION

Lamesa  
09/16/19  
MEMBER OPTION

9/16/2019 6:29 PM

Current Plan	2019-2020 Renewal	
	2018-2019	2019-2020
	Current Rates	New Rates
	P85-200-30-Mac A Choice \$35 OV	P85-200-30-Mac A Choice \$35 OV
	80% / 50%	80% / 50%
	PPO	PPO
	\$2,000 In Ded	\$2,000 In Ded
	\$2,250 Out Ded	\$2,250 Out Ded
	\$5,000 In OOP	\$5,000 In OOP
	\$35 OV	\$35 OV
	Mac A Choice	Mac A Choice
	MTMP	MTMP
	\$497.32	\$542.08
	\$988.52	\$1,084.16
	\$828.40	\$902.96
	\$1,332.66	\$1,452.60

New Plan Options

2019-2020

EE  
EE + Spouse  
EE + Child(ren)  
EE + Family

\*

	Option 1	Option 2	Option 3	Option 4
	5.36% Increase Copay-2K-6K ER	0.77% Increase Copay-2500-6K ER	0.28% Increase Copay-3K-5K ER	0.5% Decrease Consumer HSA-4K
	80% / 50%	80% / 50%	80% / 50%	100% / 70%
	PPO	PPO	PPO	HSA
	\$2,000 In Ded	\$2,500 In Ded	\$3,000 In Ded	\$4,000 In Ded
	\$4,000 Out Ded	\$5,000 Out Ded	\$6,000 Out Ded	\$8,000 Out Ded
	\$6,000 In OOP	\$6,000 In OOP	\$5,000 In OOP	\$4,000 In OOP
	\$0 Tela Health Copay	\$0 Tela Health Copay	\$0 Tela Health Copay	\$40 Tela Health Copay
	\$30 OV/\$45 SP/\$75 UC/\$250 ER Copay	\$30 OV/\$45 SP/\$75 UC/\$250 ER Copay	\$30 OV/\$45 SP/\$75 UC/\$250 ER Copay	No OV/SP/UC/ER Copay
	\$523.96	\$501.16	\$498.70	\$494.84
	\$1,047.92	\$1,002.32	\$997.40	\$985.68
	\$872.78	\$834.80	\$830.70	\$824.28
	\$1,404.04	\$1,342.94	\$1,336.36	\$1,326.00

EE  
EE + Spouse  
EE + Child(ren)  
EE + Family

Please sign & date option chosen:

Signature / Date	Signature / Date	Signature / Date	Signature / Date
------------------	------------------	------------------	------------------

THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND DO ONE OF THE FOLLOWING BY 09/27/19:

1. Scan an image of the signed member option and email it to [sandy.erwin@tmhb.org](mailto:sandy.erwin@tmhb.org), or
  2. Fax the signed member option to (512) 719-8302, attn: Sandy Erwin
- THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 10/07/19 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 01/01/20.

# Facility Benefit Changes

	ER Access Fee	ER Copay
Access Fee	\$100	\$0
Facility	Deductible + Coinsurance	\$250
Lab/X-Ray	Deductible + Coinsurance	Included in ER Copay
Doctors*	Deductible + Coinsurance	Deductible + Coinsurance
Other	Deductible + Coinsurance	Deductible + Coinsurance

\*Out-of-Network ER doctors reimbursed at 300% of Medicare; increased from 110%

# Benefit Plan Changes

At TML Health, we bring members together to provide quality healthcare benefits for you and your family at an exceptional value. We're excited about our new benefit plans. Here are some things we're doing to simplify healthcare.

## Expanded Benefits & Easier Access

- Out-of-Network deductible will now apply towards the In-Network deductible
- Single Out-of-Pocket limit for all plans upon renewal; includes medical coinsurance, prescription and medical copays and ER Access fees.
- Lab/X-ray will be covered at 100% when obtained in an office, independent lab or outpatient facility setting. (Applies to new copay plans and old Lab/X-ray copay plans only).
- Improved benefit for copay plans where clinic bills professional and facility services separately (Baylor Scott & White)
- All Out-of-Network specialists seen at an In-Network facility will be reimbursed at the In-Network benefit level (still subject to U&C)
- Reimbursement for Out-of-Network ER-based physicians will increase from 110% to 300% of Medicare
- Increase speech therapy benefit from 12 to 30 visits per year
- Increase mental health and substance use benefit from 7 to 14 inpatient days per year
- Increase air ambulance benefit from \$9,000 to \$12,000 per trip.
- Add coverage for nicotine addiction
- Remove pre-authorization requirements for:
  - Maternity ultrasounds, kidney dialysis, home based hospice (1/1/19)
  - Testosterone injections (6/1/19)
  - Dental injuries (9/1/19)
- Reinstate coverage for oncology related wigs and travel-related immunizations

## Prescription Drug Plan

- Return to annual formulary update
- Reduced number of copay tiers
- Remove prior authorization requirement for eff. 6/1/19:
  - Testosterone injections
  - Antibiotics
- Remove exclusion and prior authorization for targeted diabetic drugs (except those with significant side-effects)
- Remove some antidepressants, ADD/ADHD and anticonvulsants from Cost Share category to reduce member disruption and improve adherence to therapy (eff. 6/1/19)
- Exclude Ulcer medication that are available over the counter, (prescription available at 100% member copay with PBM discount)

## Prescription Drug Plan

Copay Structure	Per 30 days retail or mail order:
Disease Mgmt Maintenance generic drugs	\$0
Generic	\$10
Preferred Brand	\$40
Non-Preferred Brand	\$70
Biosimilar / Biotech	\$100
Cost Share	\$150

### MAC A - Eff. 9/1 with New Plans

If a brand drug is purchased when a generic is available, member will pay applicable copay plus the difference in the cost of the two drugs. Does not apply to Cost Share drugs.

Follow us  
on TML Health



For more information, visit us at  
[tmlhealthbenefits.org](http://tmlhealthbenefits.org)

1821 Rutherford Lane, Suite 300  
Austin, Texas 78754-5151  
(800) 282-5385





August 28, 2019

Shawna Burkhart  
City of Lamesa  
601 South 1st St  
Lamesa, TX 79331

Dear Shawna Burkhart:

It's already been a year, and now it's time to renew your employee benefit coverage with TML Health. Over the last few months, we have made a lot of changes with the goal of serving you better and simplifying healthcare. But one thing will never change: the Pool is owned by and governed by its members through the TML Health Board of Trustees, which gives you a level of ownership, partnership, and control that isn't available in the commercial market.

We understand the challenges you face as a public entity and we partner with you to help you have a healthy and productive workforce that can meet the demands of your constituents. TML Health brings members together to provide quality healthcare benefits for employees and families at an exceptional value. By being part of TML Health, you have the support, expertise, employer resources, and purchasing power that is typically only available to very large employers.

I'd like to highlight a few of the enhancements for the new plan year that will help you and your employees stay as healthy as possible:

- In fall 2019, TML Health is bringing back our wellness incentives with a new and improved wellness program.
- We are expanding our disease management programs and offering a new maternity management program. In addition to this, we are adding a 24/7 Nurse Line to give your employees round-the-clock access to expert advice and help them avoid costly ER visits. These changes will be effective 10/1 for all groups.
- We have redesigned our ID card to make it easier to read, and so that your employees can use the same card for medical, dental and vision benefits with TML Health.
- We are making several improvements to our benefit plans to help reduce employees' out-of-pocket costs and stick with their treatment plan (please see the insert in the package for more details.)
- We are introducing a brand new menu of benefit plan designs that are easier to understand and help employees avoid surprise medical bills. Please ask your Account Executive or Employee Benefits Specialist if you're interested to see your new options.

As you review your Renewal Notice, you may see that any rate adjustments may not be the same percentage for every coverage tier. Our intent is to ensure the dependent rates cover the anticipated claim costs for dependents; and in some cases, we have had to make a special adjustment to balance the rates and costs. In addition, the Dependent rates now include the Employee cost for easier reference.

Please complete the Annual Renewal Sheet, along with any additional relevant forms, and return it to us by 09/30/2019. For faster processing, please return the signed form via email to [marketing@tmlhb.org](mailto:marketing@tmlhb.org). However,

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1821 Rutherford Lane, Suite 300  
Austin, Texas 78754-5151

For more information, visit us at  
[tmlhealthbenefits.org](http://tmlhealthbenefits.org)

you can mail the form using the enclosed envelope or fax it to (512) 719-6520. If you have any questions regarding the renewal process, please contact Craig Peterson at 512-719-8345.

**To locate a copy of your renewal and additional forms:**

- Go to [tmlhb.org](http://tmlhb.org) and log into your work account.
- Click on *Benefit Center* tab
- Select *Find a Form*
- Select *Fund Contact*
- Select *Blank agreements*
- Select *View Available Renewals*

If you are interested in considering other benefit plan designs, please contact Craig Peterson at 512-719-8345. In order to ensure your benefits are set up in time for your open enrollment period, we need to have your benefit decisions at least 90 days before your anniversary date. If we are notified later, then the effective date will be the first full month following TML Health's receipt of the request. We will distribute ID cards, the Schedule of Benefits and Coverage (SBC), and your open enrollment materials once we have received a signed Renewal Notice.

Thank you for choosing TML Health. The Trustees and TML Health staff look forward to serving you, your employees, and retirees during this new plan year.

Respectfully,



Jennifer Hoff  
Executive Director

Follow us:  
@TMLHealth



1821 Rutherford Lane, Suite 300  
Austin, Texas 78754-5151

For more information, visit us at  
[tmlhealthbenefits.org](http://tmlhealthbenefits.org)



# TML Health Renewal Notice and Benefit Verification Form

Lamesa

Original

Plan Year 2019-2020 (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 Health Medical Benefit Plan.  
This renewal notice contains proprietary and confidential information of TML Health.

## Medical

### Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP*	Office Visit	XRay & Lab in OV	Rates	Current	New
P85-200-50-Mac A Choice	80/50	\$2000	\$2250	\$5000	\$35	No	Employee Only:	\$497.32	\$542.08
							Employee + Spouse:	\$988.52	\$1,084.16
							Employee + Child(ren):	\$828.40	\$902.96
							Employee + Family:	\$1,332.66	\$1,452.60

\*In Network Deductible applies towards In Network OOP.

## Monthly Employer Contribution Amounts

TML Health requires 60% employer contribution toward employee medical – Minimum employer contribution is \$325.25

Employer Contribution for Active Employees	Employee		Spouse		Child		Family	
	Amount	% of Rate	Amount	% of Rate	Amount	% of Rate	Amount	% of Rate
	\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %	

## Dental IV

Rates	Current	New
Employee Only:	\$28.44	\$28.44
Employee + Spouse:	\$66.82	\$66.82
Employee + Child(ren):	\$61.10	\$61.10
Employee + Family:	\$85.24	\$85.24

## Vision Plan

No Vision Coverage

## Basic Life and AD&D

No Basic Life and AD&D Coverage

## Additional Employee Life and AD&D

No Additional Employee Life and AD&D Coverage

## Dependent Life

No Dependent Life Coverage

## Voluntary AD&D

No Voluntary AD&D Coverage

## LTD

No LTD Coverage

**STD**

No STD Coverage

**Calendar Year Pre-65 Retiree Medical**

No Pre-65 Retiree Medical Coverage

<b>Employer Contribution for Pre-65 Retirees</b>	<b>Employee</b>		<b>Spouse</b>		<b>Child</b>		<b>Family</b>	
	<b>Amount</b>	<b>% of Rate</b>	<b>Amount</b>	<b>% of Rate</b>	<b>Amount</b>	<b>% of Rate</b>	<b>Amount</b>	<b>% of Rate</b>
	\$ _____	or _____ %	\$ _____	or _____ %	\$ _____	or _____ %	\$ _____	or _____ %

**Calendar Year Pre-65 Retiree Dental**

No Pre-65 Retiree Dental Coverage

**Calendar Year Pre-65 Retiree Vision**

No Pre-65 Retiree Vision Coverage

**Basic & Additional Retiree Life**

No Basic &amp; Additional Retiree Life Coverage

**Retiree Dependent Life**

No Retiree Dependent Life Coverage

**Continuation of Coverage (Cobra)**

Yes

**Benefit Waiting Period**

1st of mo after 60 days

**Flex, HRA, HSA & RRA**Flex AdminHRA AdminHSA AdminRRA Admin

Yes

No

No

No

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

**Signature Section**

The undersigned employer hereby acknowledges that for an employee to receive coverage, TML Health 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.

75-6000579

Tax ID Number

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 Health reserves the right to revise rates due to census change and underwriting impact.





# Annual Plan Performance Review

## City of Lamesa



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Plan Paid Claims (Pharmacy and Medical)	7
Points of Service (Member Utilization)	8 - 10
Emergency Room Utilization - All Claims	11
Top Diagnosis Categories by Total Paid Claims	12 - 13

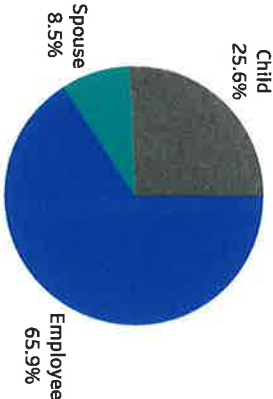
## Date Definitions

**Prior Year:** Claims Paid August 1, 2017 to July 31, 2018

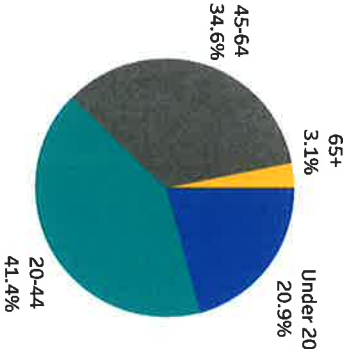
**Current Year:** Claims Paid August 1, 2018 to July 31, 2019

# Group Demographics - TML Health Pool

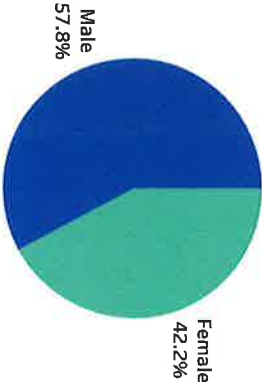
Active Members



Age Demographics



Gender Demographics



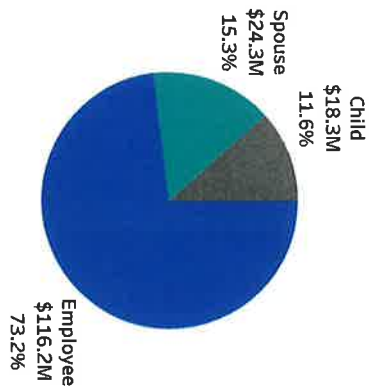
Percent of Population

	Under 20	20-44	45-64	65+
Female	9.9%	15.9%	15.1%	1.3%
Male	10.9%	25.5%	19.5%	1.8%

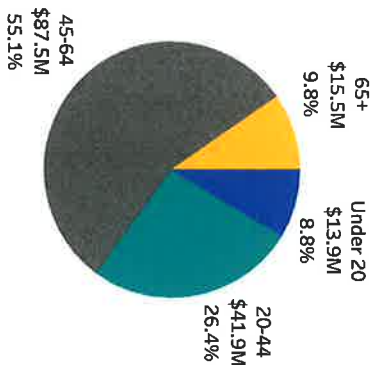
**Data Key:**  
- Member Type  
- Percent of Total Membership

# Percent of Total Plan Paid Claims - TML Health Pool

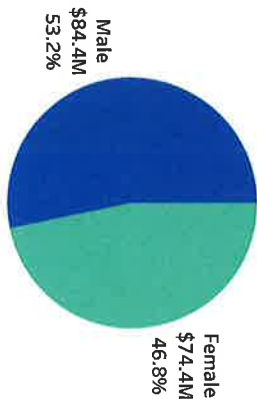
Paid Claims by Claimant



Paid Claims by Age Band



Paid Claims by Gender



Percent of Paid Claims

	Under 20	20-44	45-64	65+
Female	4.0%	15.1%	23.7%	4.0%
Male	4.8%	11.3%	31.4%	5.8%

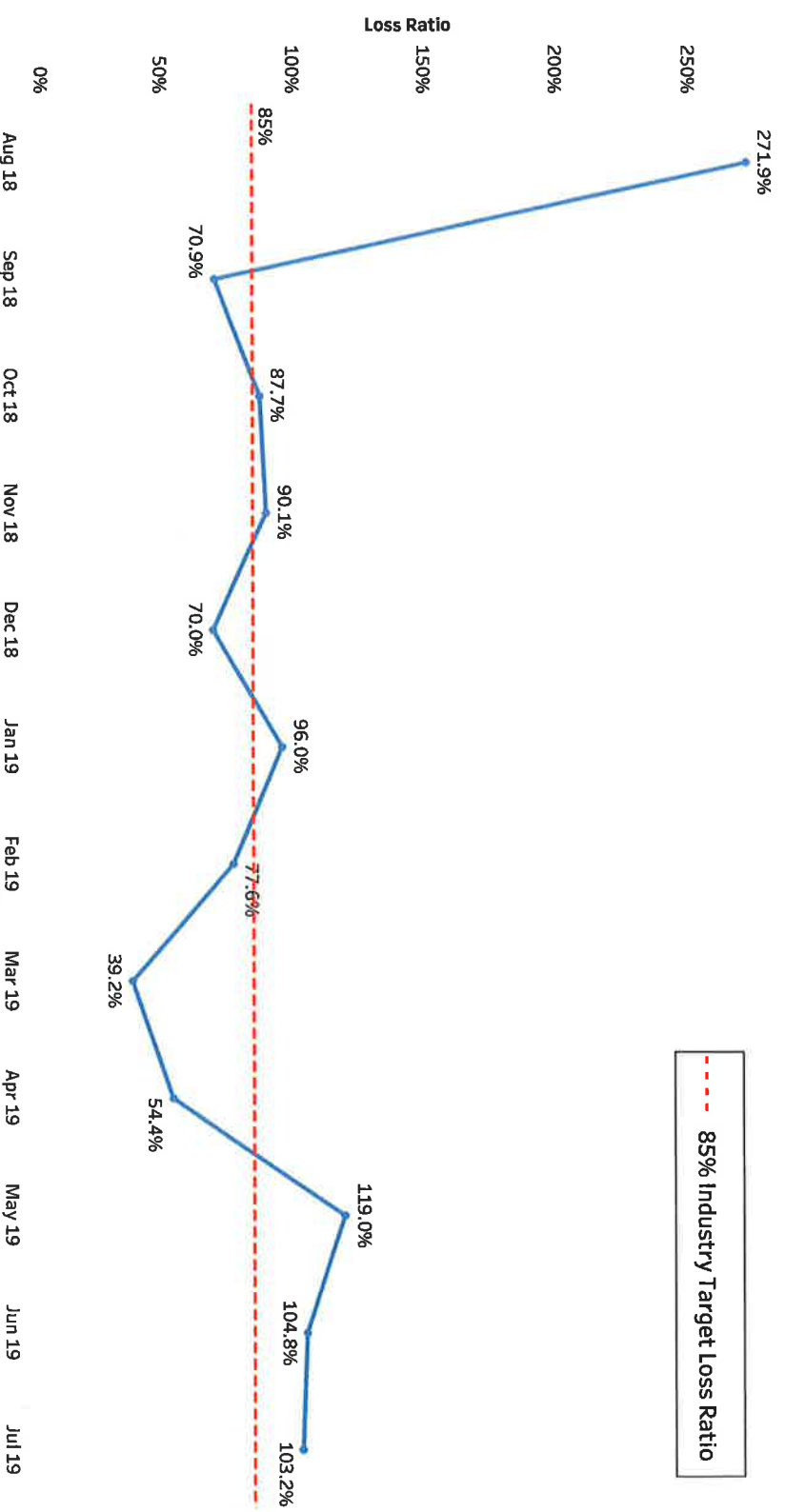
Data Key:

- Claimant Type
- Total Plan Paid Claims for Claimant Type
- Percent of Total Plan Paid Claims for Group

# Plan Loss Ratio

## City of Lamesa

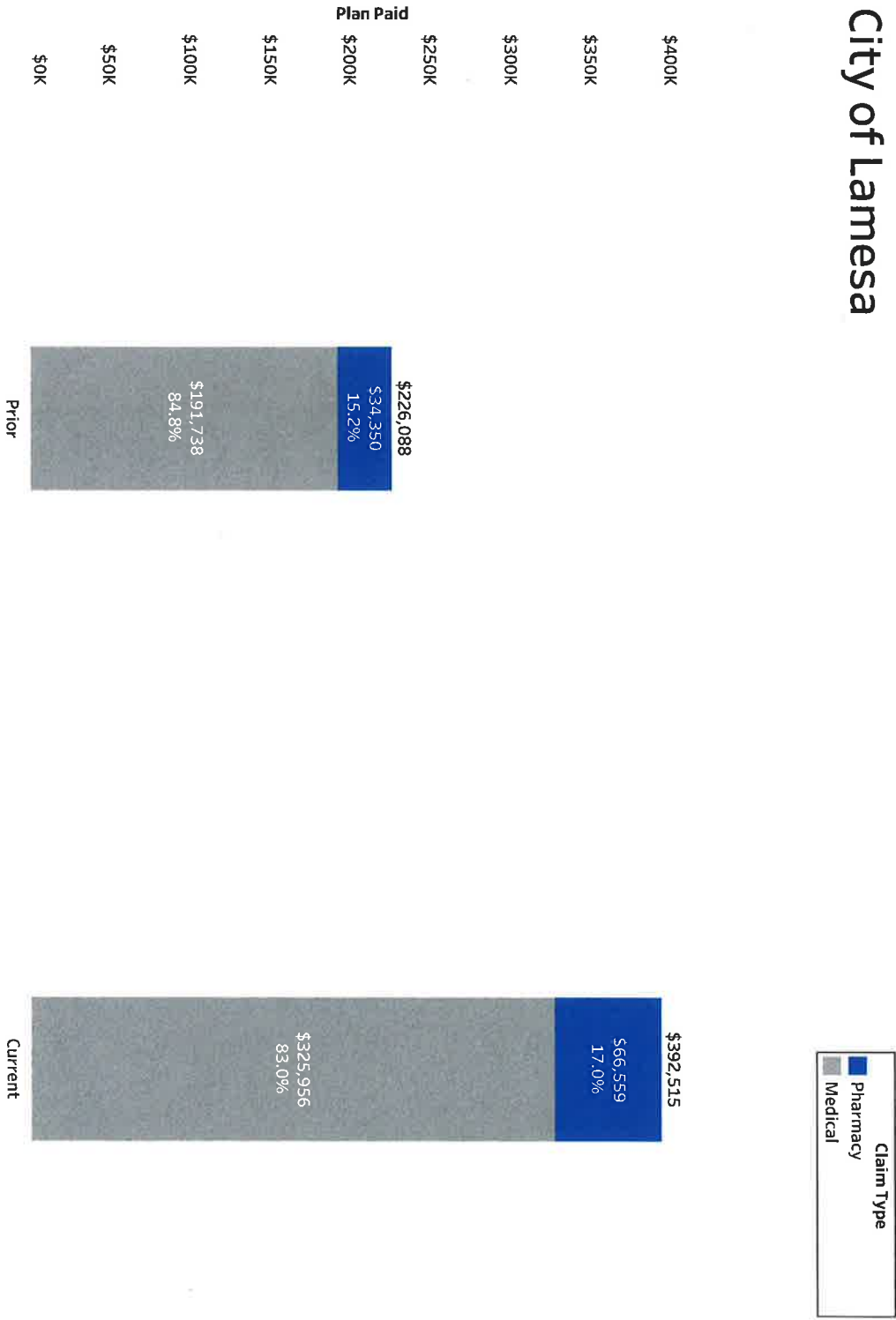
Average Loss Ratio for Rolling 12: 96.7%



# Total Cost - (Member v. Plan Paid) City of Lamesa

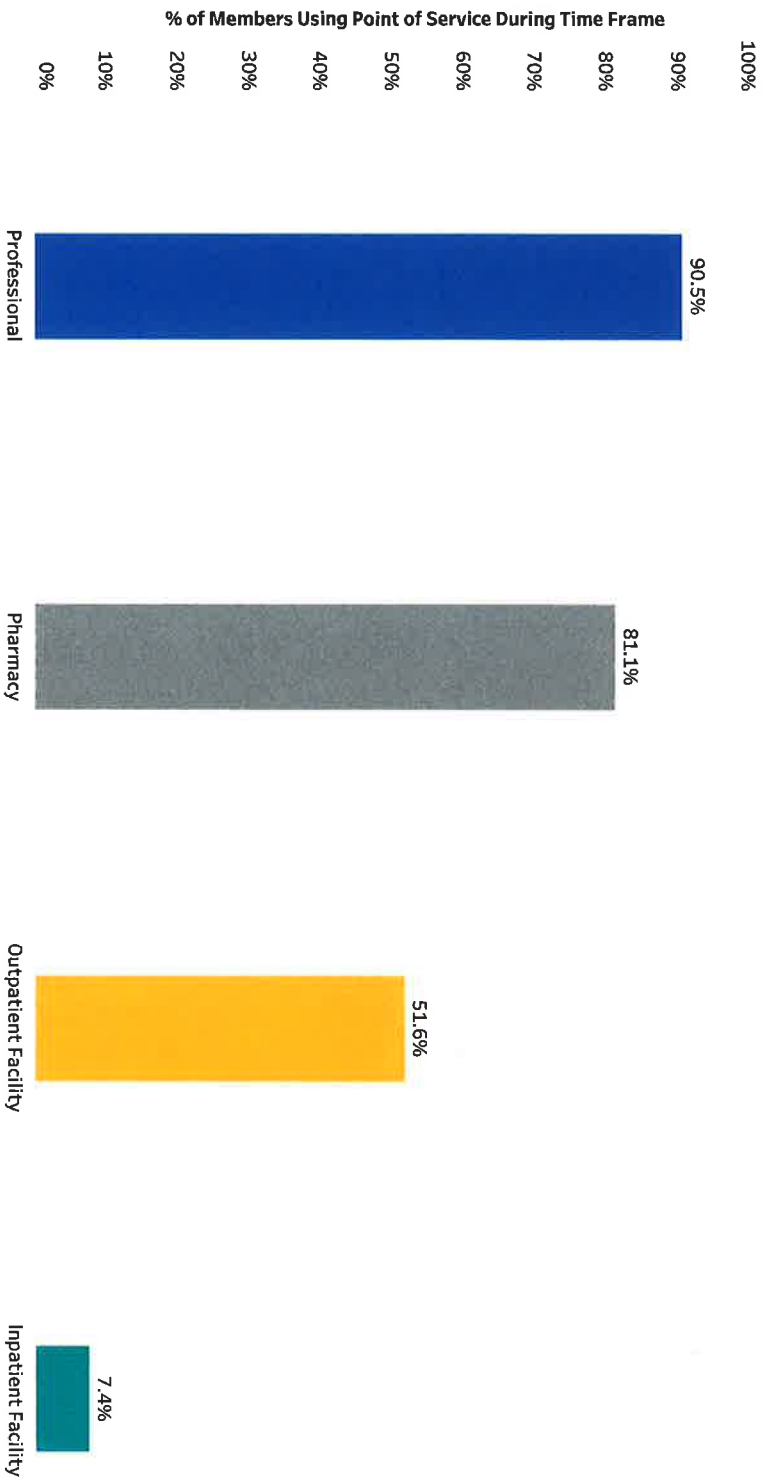


# Plan Paid Claims - (Pharmacy and Medical) City of Lamesa



# Point of Service - Member Utilization

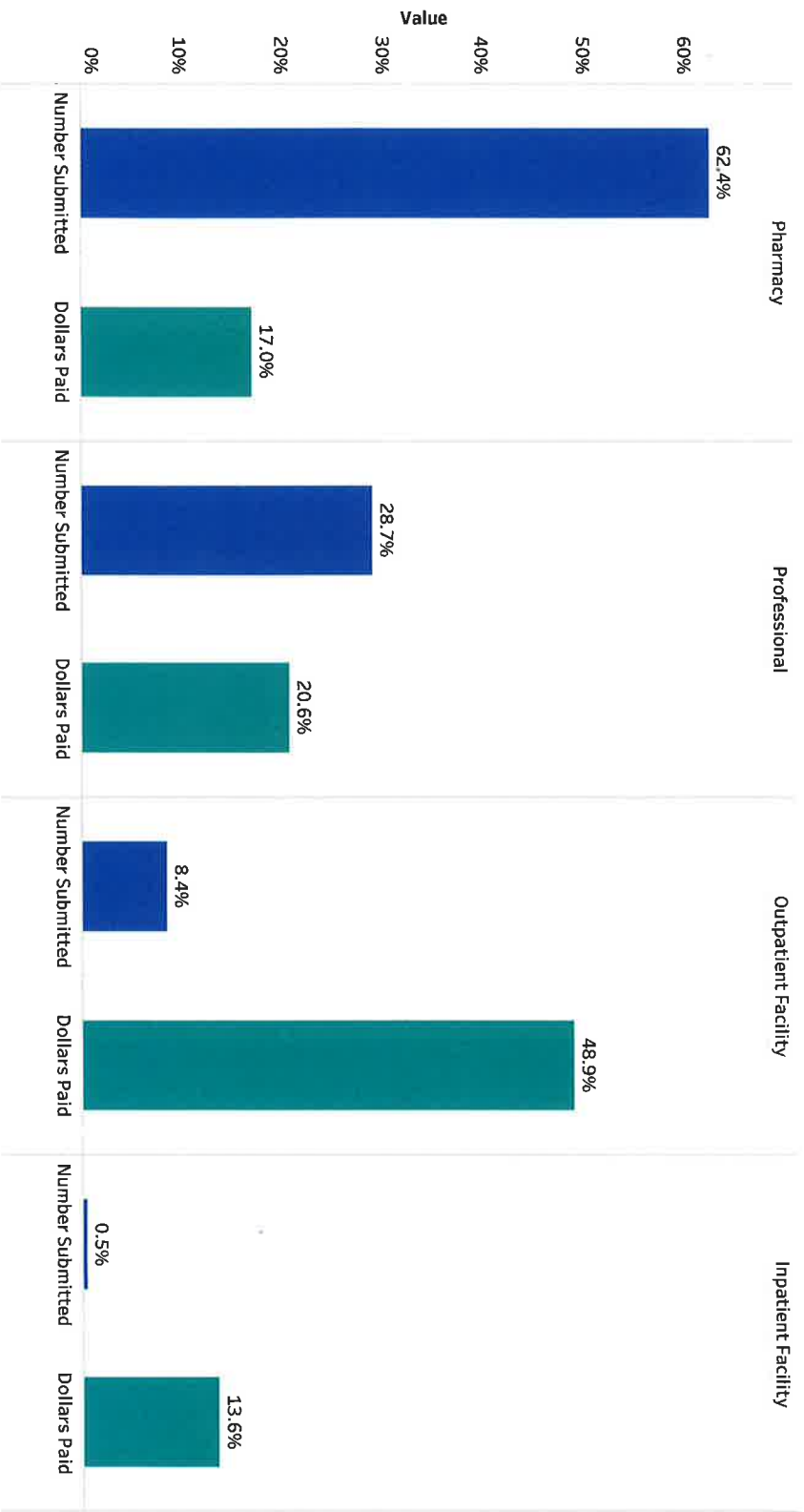
## City of Lamesa



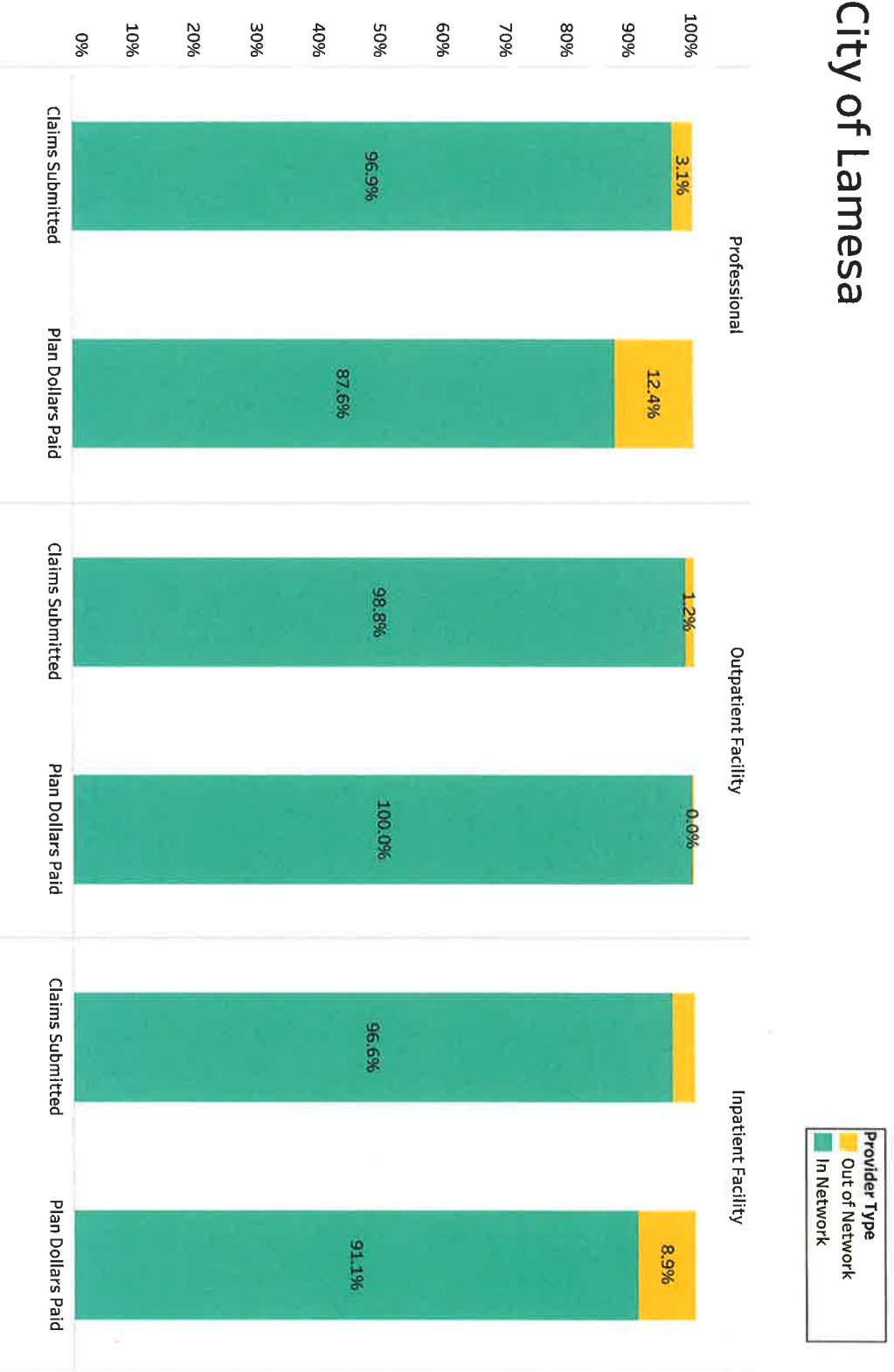


# Point of Service - Provider Type

## City of Lamesa



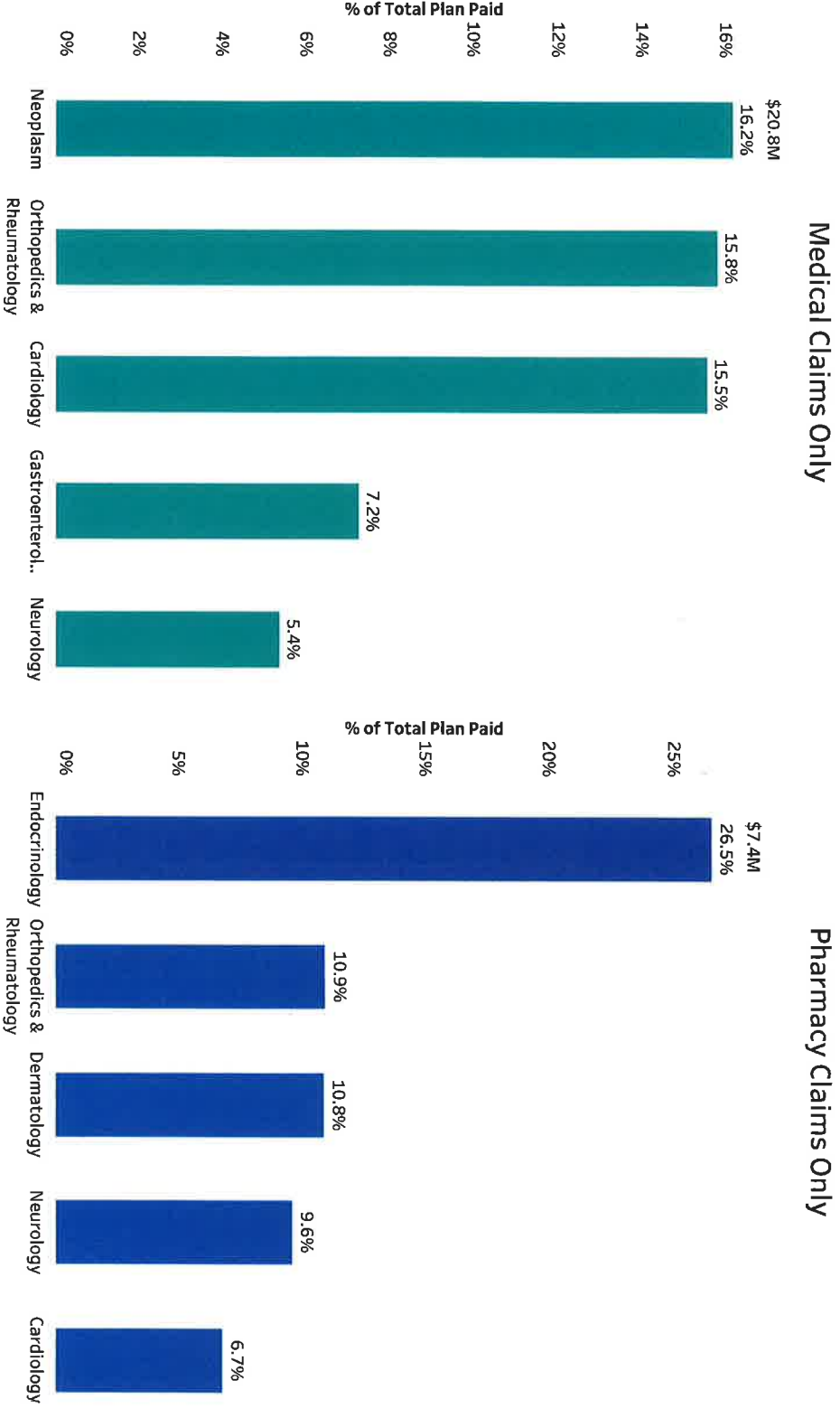
# Point of Service - Provider Type City of Lamesa



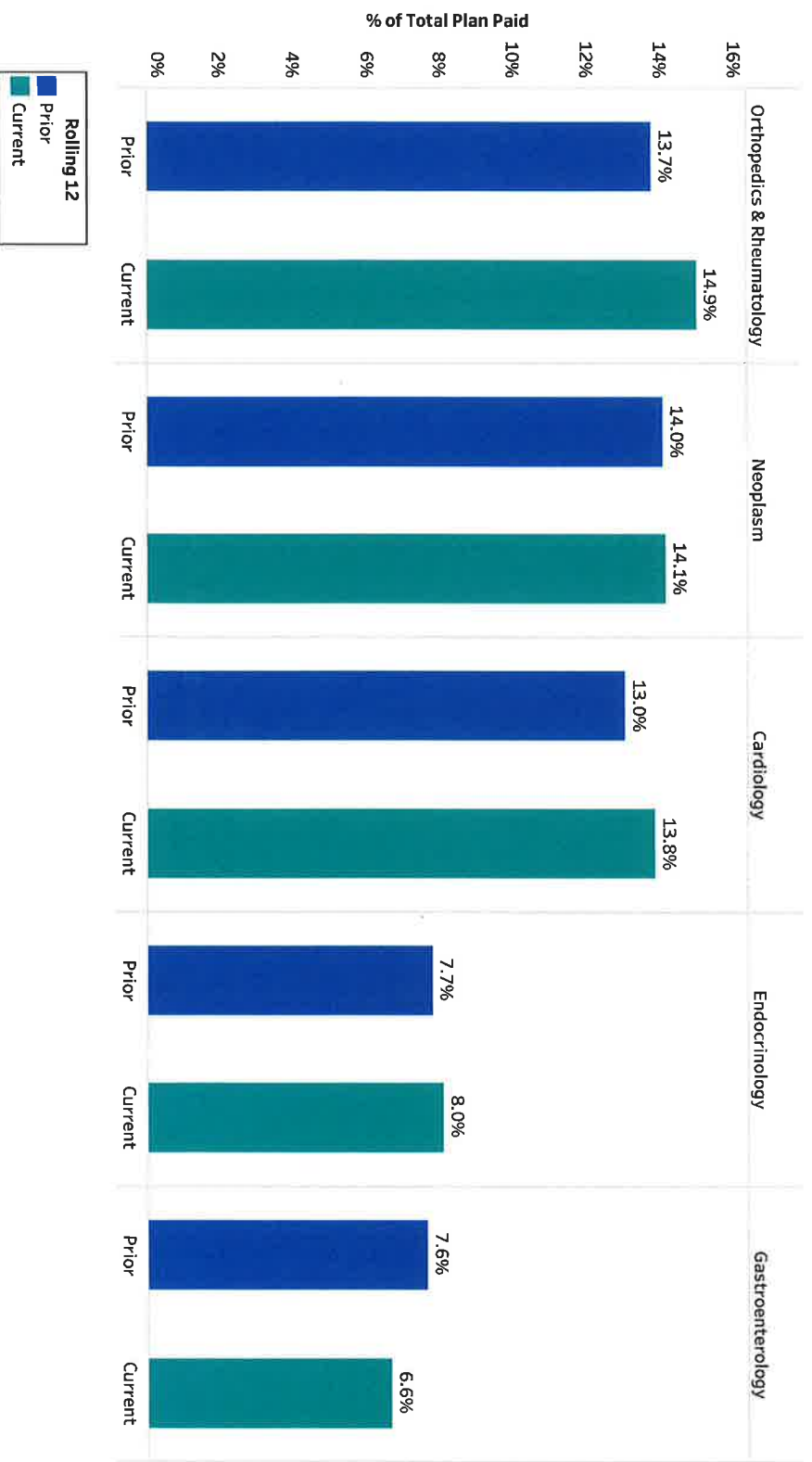
# Emergency Room Utilization - All Claims - TML Health Pool

ER Frequency					Top 10 Diagnosis Groups				
Total Number of Claims	Number of Members	Plan Paid	Per Member Cost	Percent of Paid ER Claims		Plan Paid	Number of Claims	Number of Members	Per Member Cost
1	1,125	\$358,707	\$319	5.8%	Hypertension	\$610,208	1,607	940	\$649
					Kidney stones	\$412,859	568	213	\$1,938
2	2,049	\$1,342,838	\$655	21.2%	Isch hrt dis	\$364,170	593	263	\$1,385
					Diabetes	\$361,079	687	394	\$916
3	1,240	\$2,120,791	\$1,710	19.2%	Other drug dependence	\$341,836	578	366	\$934
					Appendicitis	\$316,414	155	62	\$5,103
4	630	\$1,217,319	\$1,932	13.0%	Inflam intest & abdom	\$229,913	452	232	\$991
					Gastroenterology disease S&S	\$229,677	552	309	\$743
5+	1,084	\$4,896,242	\$4,517	40.8%	Inflam esophagus	\$211,799	438	231	\$917
Grand Total	6,128	\$9,935,897	\$1,621	100.0%	Infect lower GU sys, not STD	\$206,427	453	246	\$839

# Top 5 Diagnosis Categories - TML Health Pool



# Top 5 Diagnosis Categories - TML Health Pool (Medical and Pharmacy Total Paid Claims)



# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 7**

**SUBJECT: RESOLUTION APPROVING COOPERATION WITH CITIES  
SERVED BY ATMOS WEST TEXAS TO REVIEW ATMOS  
ENERGY CORP., WEST TEXAS DIVISION'S ("ATMOS WEST  
TEXAS ") REQUESTED RATE CHANGE**

**PROCEEDING: Action**

**SUBMITTED BY: City Staff**

## **SUMMARY STATEMENT**

City Council to consider approving cooperation with cities served by Atmos West Texas to review Atmos Energy Corp., West Texas Division's ("Atmos West Texas ") requested rate change.

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to approve cooperation with cities served by Atmos West Texas to review Atmos Energy Corp., West Texas Division's ("Atmos West Texas ") requested rate change. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

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

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

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

RESOLUTION OF THE CITY OF \_\_\_\_\_ APPROVING COOPERATION WITH CITIES SERVED BY ATMOS WEST TEXAS TO REVIEW ATMOS ENERGY CORP., WEST TEXAS DIVISION'S ("ATMOS WEST TEXAS") REQUESTED RATE CHANGE; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; AUTHORIZING INTERVENTION IN ANY RATEMAKING PROCEEDING AT THE RAILROAD COMMISSION THAT RELATES TO THE COMPANY'S FILING; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL

WHEREAS, on or about September 27, 2019, Atmos Energy Corp. West Texas ("Atmos West Texas" or "Company") filed with the Railroad Commission of Texas ("Commission") a Statement of Intent to Establish Cost-based Rates for the Triangle Distribution System for the West Texas Distribution System effective November 1, 2019 in Gas Utility Docket No. 10900; and

WHEREAS, the Company's filing requests inclusion of assets into its rate base that may adversely affect future rates and the cost of gas delivered to city gates; and

WHEREAS, the Executive Committee of the Cities Served by Atmos West Texas ("Cities") recommends intervention in Gas Utility Docket No. 10900; and

WHEREAS, the City of \_\_\_\_\_ will cooperate with Cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the Gas Utility Regulatory Act § 103.23 grants local regulatory authorities the right to intervene in rate proceedings filed at the Railroad Commission.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS:

1. The City is authorized to intervene and participate with Cities in Gas Utilities Docket No. 10900.

2. That subject to the right to terminate employment at any time, the City of \_\_\_\_\_ hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the Commission

3. That the City's reasonable rate case expenses shall be reimbursed by Atmos West Texas.

4. That a copy of this suspension resolution 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.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

2142/17/7944300



# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 8**

**SUBJECT:** A FINANCIAL ADVISORY AGREEMENT BY AND BETWEEN THE  
CITY OF LAMESA AND GOVERNMENT CAPITAL SECURITIES  
CORPORATION

**PROCEEDING:** Action

**SUBMITTED BY:** City Staff

## **SUMMARY STATEMENT**

City Council to consider approving a Financial Advisory Agreement to which Government Capital Securities Corporation will advise the issuer on the issuance of Securities, as well as provide advice pertaining to the structuring and sale of the Securities and other matters.

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to. approve a Financial Advisory Agreement to which Government Capital Securities Corporation will advise the issuer on the issuance of Securities, as well as provide advice pertaining to the structuring and sale of the Securities and other matters. 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 ADVISORY AGREEMENT

This Financial Advisory Agreement is agreed upon this the 15<sup>th</sup> day of October, 2019, by and between the CITY OF LAMESA (the "Issuer") and GOVERNMENT CAPITAL SECURITIES CORPORATION ("GCSC").

WHEREAS, the Issuer periodically desires to issue debt securities or related indebtedness ("Securities") and is in need of advice on such issuances;

WHEREAS, GCSC has advised a variety of governmental entities and maintains expertise in that area; and will have a fiduciary responsibility to the Issuer; and

WHEREAS, the Issuer and GCSC desire to establish a relationship, which is terminable as provided herein, pursuant to which GCSC will advise the Issuer on the issuance of Securities, as well as provide advice pertaining to the structuring and sale of the Securities and other matters.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Financial Advisory Services. GCSC shall serve as the Issuer's Financial Advisor for the issuance of the Issuer's Securities. Such advice can include, as applicable to the Securities to be issued, the following:

Assist in the selection of bond counsel and any other professional services entity in connection with the issuance of the Securities.

Advise as to the obligation structure, taking into account such factors as, terms, features, maturity amounts and dates, coupon rates, call features, reserve requirements, administrative costs, security features, credit enhancements and other pertinent factors, and make recommendations to the Issuer with respect to the appropriateness and adequacy of the obligation structure and features.

Advise the Issuer generally on alternative financing and loan practices, structures and programs.

Confer with bond and tax counsel concerning all necessary legal documents and proceedings, and obtain their opinion relative to the compliance with limitations and constraints of federal tax regulations applicable to tax-exempt obligations.

Assist in the preparation of preliminary and final official statements, if requested.

Arrange for purchase of escrow securities, if applicable.

Select a paying agent or trustee, as required, or an escrow agent to hold the escrow securities and make payments on bonds refunded, if applicable.

Meet with the Issuer and personnel to assist in explaining the Issuer's Securities, if requested.

Advise the Issuer of the prevailing bond market conditions and recommend timing of any public sale or private placement of Securities.

Coordinate the preparation of materials for submission to rating agencies for municipal bond rating.

On behalf of, and acting as financial advisor to, the Issuer, prepare and mail the offering document to investment bankers and commercial banks that bid on obligations similar to the Securities to be issued, and to insurance companies, pension funds, and other institutional buyers.

Attend the bond sale, review the bids received and provide recommendations to the Issuer and its governing board as to acceptance of a bid; and, if applicable, structure the refunding issue on the basis of the bid accepted.

Assist in the preparation and filing of annual continuing disclosure reports, if applicable, with the MSRB.

Advise, assist, negotiate on behalf of, and make recommendations to the Issuer regarding the terms and pricing for the Issuer's securities or other obligations with (a) state or national banks, (b) accredited investors, or (c) qualified institutional buyers.

Perform all other duties usually performed by a Financial Advisor incidental to a financing program as may be requested by the Issuer. However, GCSC will NOT accept or hold "Good Faith" deposits to Issuer provided by Underwriters.

2. Compensation. Issuer shall pay a fee for each issuance of Securities in accordance with the attached fee schedule plus reasonable expenses to GCSC as compensation for advising the Issuer on the issuance of Securities. Said payment will be due and payable upon the funding of said Securities. <sup>1</sup>

3. Termination. Issuer agrees to utilize GCSC as its Financial Advisor for a period of one (1) year from and after the date of this Agreement or for such period of time until the aforementioned Securities have been successfully funded. It is understood that this agreement shall automatically renew for subsequent one (1) year periods of time. It is recognized that both the Issuer and GCSC possess the right to terminate this Agreement anytime with or without cause upon thirty (30) days' prior written notice.

4. Authority to Execute. The individuals signing this Agreement on behalf of GCSC and the Issuer each represents and warrants that he or she is duly authorized to execute and deliver this Agreement on such party's behalf.

This Agreement is entered into on the date first written above.

CITY OF LEMESA

GOVERNMENT CAPITAL SECURITIES  
CORPORATION

By: \_\_\_\_\_  
Title: Mayor

By:   
Title: President



<b>Government Capital Securities Fee Structure</b> <b>(Based on total proceeds of issue)*</b> <b>*Excludes TWDB, USDA and Conduit transactions which will be negotiated on a case by case basis.</b>						
From	\$0	to	\$1,000,000	fee is	\$15,000	base
From	\$1,000,001	to	\$3,000,000	fee is	\$12,500	per million issued
From	\$3,000,001	to	\$5,000,000	fee is	\$11,000	per million issued
From	\$5,000,001	to	\$10,000,000	fee is	\$8,000	per million issued
From	\$10,000,001	to	\$20,000,000	fee is	\$7,000	per million issued
From	\$20,000,001	to	\$30,000,000	fee is	\$6,000	per million issued
From	\$30,000,001	to	\$50,000,000	fee is	\$5,000	per million issued

Other services:

MSRB Continuing Disclosure (if required) preparation & filing \$1,250 per year.

House Bill 1378 preparation & filing assistance at No Charge.

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<sup>1</sup> Required Disclosures:

The rules of the Municipal Securities Rulemaking Board ("MSRB") require us to make certain disclosures to you regarding our fees as your Financial Advisor. The MSRB considers fees that are contingent on the closing or the size of a transaction and any fee-splitting arrangements to be "material conflicts of interest," because they may cause a financial advisor to recommend a transaction that is unnecessary or larger than its client's needs or may compromise the advisor's loyalty to its client. As shown above, our fees are contingent on both the size and the closing of Securities. Please contact us if you would like to discuss an alternate fee arrangement.

The rules of the MSRB require us to make additional disclosures to you regarding any material conflicts of interest we may have with respect to our services as your Financial Advisor, as well as any legal or disciplinary event that may be material to your evaluation of GCSC or the integrity of our management or advisory personnel. Please be advised that we have determined that no such conflicts or events exist as of the date of this Agreement.



# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 9**

**SUBJECT: ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS SERIES 2019**  
**PROCEEDING: Approval**  
**SUBMITTED BY: City Staff**  
**EXHIBITS Ordinance, First Reading**  
**AUTHORITY: City Charter, City Code, Texas Government Code**

## **SUMMARY STATEMENT**

City Council to consider an Ordinance of the City of Lamesa, Texas authorizing and ordering the issuance of General Obligation Refunding Bonds, Series 2019; authorizing a pricing officer to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing other matters related thereto.

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to approve an Ordinance of the City of Lamesa, Texas authorizing and ordering the issuance of General Obligation Refunding Bonds, Series 2019; authorizing a pricing officer to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing other matters related thereto. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

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

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

## CERTIFICATE FOR ORDINANCE

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

I, the undersigned officer of the City of Lamesa, Texas (the "City"), hereby certifies as follows:

1.        The City Council of the City convened in a regular meeting on October 15, 2019, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Josh Stevens	Mayor
Brant Stewart	Council Member, District 1
Marie Briseno	Council Member, District 2
Enrique Moreno	Council Member, District 3
Dore Evan Rodrigues	Council Member, District 4
Bobby G. Gonzales	Council Member, District 5
Doug Morris	Council Member, District 6

and all of such persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS AUTHORIZING AND ORDERING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019; AUTHORIZING A PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATES, PRICE, REDEMPTION PROVISIONS AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AND CONTAINING OTHER MATTERS RELATED THERETO

(the "Ordinance") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted on first reading; and, after due discussion, such motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES:        \_\_\_\_\_                    NAYS:        \_\_\_\_\_                    ABSTENTIONS:        \_\_\_\_\_

2.        That a true, full and correct copy of the Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Ordinance has been duly recorded in the City Council's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of such meeting pertaining to the adoption of the Ordinance; that the persons named in the above

and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED this October 15, 2019.

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City Secretary  
CITY OF LAMESA, TEXAS

ORDINANCE #05-14-19

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS AUTHORIZING AND ORDERING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019; AUTHORIZING A PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATES, PRICE, REDEMPTION PROVISIONS AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AND CONTAINING OTHER MATTERS RELATED THERETO

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

**ARTICLE I.**

**FINDINGS AND DETERMINATIONS**

Section 1.1.:      Findings and Determinations. The City Council hereby officially finds and determines that:

- (a) The City of Lamesa, Texas (the "City"), acting through its City Council, has heretofore issued, assumed or undertaken and there remain outstanding certain obligations described in Exhibit C attached hereto (hereinafter defined as the "Refundable Obligations").
- (b) The City is authorized by Chapter 1207, Texas Government Code, as amended, to issue refunding bonds for the purpose of refunding all or a portion of the Refundable Obligations (hereinafter defined as the "Refunded Obligations").
- (c) The City desires to refund the Refunded Obligations in advance of their maturities, which will benefit the City by reducing total net present value debt service.
- (d) The City is authorized by Chapter 1207, Texas Government Code, as amended, to accomplish such refunding by depositing directly with a trust company or commercial bank that does not serve as a depository for the City or with any place of payment for the Refunded Obligations, proceeds from the sale of such refunding bonds, together with any other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and pursuant to such chapter such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations;
- (e) The City desires, as authorized in Chapter 1207, Texas Government Code, as amended, to directly deposit a portion of the proceeds of the refunding bonds herein authorized, together with any other available funds, with the paying agent/registrar for the Refunded Obligations in a manner sufficient to provide for



the full and timely payment of all principal of, premium, if any, and interest on certain of the Refunded Obligations; and

- (f) The City desires to either (i) enter into an escrow agreement with the Escrow Agent (hereinafter defined), as authorized in Chapter 1207, Texas Government Code, as amended, or (ii) make a deposit with the paying agent for the Refunded Obligations, pursuant to which proceeds of the refunding bonds herein authorized, together with any other available funds, will be deposited, invested and applied in a manner sufficient to provide for the full and timely payment of all principal of, premium, if any, and interest on the Refunded Obligations; and
- (g) Upon the issuance of the refunding bonds herein authorized and the deposit with the paying agent for the Refunded Obligations or the creation of the escrow referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, if any, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the order authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and
- (h) It is hereby found and determined that the refunding must result in a net present value savings of at least three percent (3.0%) of the Refunded Obligations, and that such benefit is sufficient consideration and constitutes the public purpose for the issuance of the Bonds (as herein defined) and the refunding of the Refunded Obligations, and such refunding is in the best interests of the City; and
- (i) Pursuant to Section 1207.007, Texas Government Code, as amended, the City wishes to authorize the Pricing Officers herein designated to act on behalf of the City as herein provided; and
- (j) The City Council is of the opinion and hereby affirmatively finds that it is in the best interest of the City to issue the bonds in the amounts and for the purposes herein stated.

## **ARTICLE II.**

### **DEFINITIONS AND INTERPRETATIONS**

Section 2.1.:     Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Chapter 1207, Texas Government Code, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Bond” or “Bonds” shall mean any or all of the City of Lamesa, Texas, General Obligation Refunding Bonds, Series 2019, authorized by this Ordinance.

The term “Bond Purchase Agreement” shall mean the agreement between the City and the Underwriter providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to Section 7.1 of this Ordinance.

“City” shall mean the City of Lamesa, Texas and, where appropriate, its City Council.

“City Council” shall mean the governing body of the City.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Debt Service Fund” shall mean the General Obligation Refunding Bonds, Series 2019 Debt Service Fund established by the City pursuant to Section 5.2 hereof.

“Escrow Agent” shall mean a trust company or commercial bank as described in Section 1207.061, Texas Government Code, as amended, as determined by the Pricing Officer in the Pricing Certificate, serving in the capacity of escrow agent for the Refunded Obligations.

“Escrow Agreement” shall mean the Escrow Agreement, if any, between the City and the Escrow Agent, substantially in the form previously approved by the City in the past and as approved by a Pricing Officer pursuant to Section 25 of this Order.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Bond, shall mean \_\_\_\_\_ 15, 2020, and each \_\_\_\_\_ 15 and \_\_\_\_\_ 15 thereafter until maturity or earlier redemption of such Bond.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding,” when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Bonds canceled by or on behalf of the City at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Ordinance.

“Owner” shall have the meaning set forth under the definition of “Registered Owner.”

“Paying Agent/Registrar” shall mean UMB Bank, N.A., Austin, Texas, and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar setting forth the duties and obligations of the Paying Agent/Registrar with respect to the Bonds.

“Pricing Officer” shall mean one or more of the following: the Mayor or the City Manager.

“Pricing Officer’s Certificate of Sale” shall mean the certificate of the Pricing Officer provided in accordance with Section 7.1 of this Ordinance.

“Record Date” shall mean the close of business on the last business day of the month next preceding the applicable Interest Payment Date.

“Refundable Obligations” shall mean those bonds identified in Exhibit C hereto that are Outstanding on the date of execution of the Bond Purchase Agreement by a Pricing Officer.

“Refunded Obligations” shall mean one or more Refundable Obligations selected in accordance with Section 7.1 of this Ordinance, which are deemed to be paid, retired and no longer outstanding as a result of the deposit of the proceeds of the Bonds, together with other available funds of the City, if any, in an amount sufficient to defease such Refunded Obligations, as authorized by Chapter 1207 and the ordinances authorizing the Refunded Obligations.

“Register” shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Bonds.

“Registered Owner” or “Owner” shall mean the person or entity in whose name any Bond is registered in the Register.

“Report” shall have the meaning assigned in the Escrow Agreement.

“Underwriter” shall have the meaning given to such term in Section 7.1 hereof.

Section 2.2.:     Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

## ARTICLE III.

### TERMS OF THE BONDS

Section 3.1.:     Amount, Purpose and Authorization. (a) The Bonds shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount not to exceed FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000) for the purpose of refunding the Refunded Obligations and paying the costs of issuing the Bonds and refunding the Refunded Obligations. The Bonds are issued pursuant to Chapter 1207, Texas Government Code, as amended, and all other applicable law.

(b)     The principal amount of the Bonds shall be established by a Pricing Officer in an amount necessary to provide funds sufficient to refund the Refunded Obligations and pay the costs associated with the refunding of the Refunded Obligations and the issuance of the Bonds; provided, however, that the following conditions shall be met for the issuance of the Bonds: in establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish the principal amount of the Bonds in an aggregate principal amount not to exceed the amount authorized in subsection (a) of this Section, which amount shall be sufficient to provide for the defeasance of the Refunded Obligations (as determined by the Pricing Officer) and which results in (i) net present value savings of at least three percent (3.0%) of the Refunded Obligations; and (ii) none of the Bonds bears interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended.

(c)     In exercising the authority granted to the Pricing Officer to sell Bonds for the purpose of refunding the Refunded Obligations, such Pricing Officer, acting severally and individually, may exercise any authority granted under Chapter 1207, Texas Government Code (as in effect on the date the Pricing Officer executes the Bond Purchase Agreement), including, without limitation, (i) the selection of the particular maturities and principal amounts of the Refundable Obligations to be refunded (including the execution and delivery of any notices of redemption required in connection therewith) and (ii) establishing the terms and details related to the issuance and sale of the Bonds.

(d)     A Pricing Officer, acting severally and individually, is hereby authorized to act for and on behalf of the City in connection with the issuance and sale of the Bonds. In that capacity, the Pricing Officer, acting for and on behalf of the City, shall determine (a) the date for issuance and sale of the Bonds and (b) subject to the limitations of Section 3.1, the aggregate principal amount and the principal amortization schedule for the Bonds, the rate or rates of interest to be borne by the Bonds, the price of the Bonds (which shall be not less than ninety-five percent (95%) of the par amount of the Bonds, plus any accrued interest thereon), the dates on which such interest shall be payable, the terms, if any, on which the Bonds shall be subject to optional and mandatory redemption and other terms and conditions relating to the issuance, sale and delivery of the Bonds including the determination to utilize or not utilize municipal bond insurance, all as shall be set forth in the Pricing Officer's Certificate; provided, that at the time of issuance of the Bonds, the Pricing Officer, on behalf of the City, shall deliver a written certificate (i) stating that the parameters set forth in Section 3.1(b) have been satisfied (including a statement as to the present value savings as a percent of the Refunded Obligations), (ii)

identifying the Refunded Obligations and setting forth the terms and details for the redemption prior to maturity (if applicable) of the Refunded Obligations and (iii) setting forth the amount of proceeds of the Bonds to be deposited with the paying agent for the Refunded Obligations.

Section 3.2.: Designation, Date and Payment Date. The Bonds shall be designated as the "City of Lamesa, Texas, General Obligation Refunding Bonds, Series 2019." Interest on the Bonds shall be payable on each Interest Payment Date until maturity or prior redemption. The Bonds shall be dated and bear interest at the fixed rate or rates of interest per annum (which interest rate shall not exceed the Maximum Rate), calculated on the basis of a 360-day year composed of twelve 30-day months, determined in accordance with the procedures for the sale of the Bonds set forth in Section 7.1 of this Ordinance. The Bonds shall mature and become payable on the dates and in each of the years and amounts (either through serial maturities or mandatory redemptions of term bonds) as determined by a Pricing Officer pursuant to Section 7.1 of this Ordinance; provided that no Bond shall mature more than forty (40) years after the dated date thereof.

Section 3.3.: Number, Denomination, Interest Rate and Maturity. (a) The Bonds shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates and maturity dates as set forth in the Pricing Officer's Certificate of Sale and may be transferred and exchanged as set out in this Ordinance. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.4.: Redemption Prior to Maturity. (a) The Bonds shall be subject to redemption prior to maturity on such dates, at such prices and in such amounts as shall be provided in the Pricing Officer's Certificate of Sale and upon the terms and conditions set forth in Exhibit A to this Ordinance.

(b) Bonds may be redeemed in part only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon presentation and surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(c) Notice of any redemption, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby

automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

Section 3.5.: Manner of Payment, Characteristics, Execution and Authentication.

The Paying Agent/Registrar is hereby appointed the paying agent for the Bonds. The Bonds shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF BOND set forth in Article IV of and Exhibit A to this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of the Bonds or before the delivery of the Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel, may be printed on the back of the Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Bonds.

Section 3.6.: Authentication. Except for the Bond to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of and Exhibit A to this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.7.: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8.: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Bonds. So long as any Bond remains Outstanding, the Paying Agent/Registrar shall keep the Register at its office in Houston, Texas, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying

Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented and surrendered.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Bond or Bonds, in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

All Bonds issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 3.9.:     Book-Entry Only System. (a) The definitive Bonds shall be initially issued in the form of a single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (b) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register, of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

Except as provided in subsection (c) of this Section, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of

redemption, if any, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

(b) Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(c) Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.10.: Replacement Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Bond is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Bond of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:



- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11.: Cancellation. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Bonds.

#### ARTICLE IV.

#### FORM OF BONDS

The Bonds, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, Form of Assignment and Form of Statement of Insurance, if any, shall be in substantially the form shown in Exhibit A, with such omissions, insertions and variations as may be necessary or desirable and not prohibited by this Ordinance.

## ARTICLE V.

### SECURITY FOR THE BONDS

Section 5.1.:     Pledge and Levy of Taxes. (a) To provide for the payment of principal of and interest on the Bonds, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Bonds or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Bonds and to create and provide a sinking fund of not less than 2% of the principal amount of the Bonds or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Bonds by deposit to the Debt Service Fund and to no other purpose.

(b)     The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Bonds, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Bonds remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) To pay the interest coming due on the Bonds prior to receipt of the taxes levied to pay such interest, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

Section 5.2.:     Debt Service Fund. The General Obligation Refunding Bonds, Series 2019 Debt Service Fund (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Bonds. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Bonds. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Bonds.

Section 5.3.:     Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Bonds to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Bonds to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

## ARTICLE VI.

### CONCERNING THE PAYING AGENT/REGISTRAR

Section 6.1.:     Acceptance. UMB Bank, N.A., Austin, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 6.2.:     Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Bonds under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance.

Section 6.3.:     Bonds Presented. Subject to the provisions of Section 6.4, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

Section 6.4.:     Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with this Section.

Section 6.5.:     Paying Agent/Registrar May Own Bonds. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

Section 6.6.:     Successor Paying Agents/Registrars. The City covenants that at all times while any Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The City reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less

than 60 days prior to the payment date for the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

## **ARTICLE VII.**

### **PROVISIONS CONCERNING SALE AND DELIVERY OF BONDS;**

Section 7.1.:     Sale and Delivery of Bonds; Insurance. A Pricing Officer, acting severally and individually, is authorized to designate the senior managing underwriter for the Bonds and such additional underwriters as he deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City; and, a Pricing Officer, acting severally and individually, for and on behalf of the City, is authorized to execute and deliver the Bond Purchase Agreement providing for the sale of Bonds at such price, with and subject to such terms as determined by the Pricing Officer pursuant to this Section. Such Bond Purchase Agreement shall be substantially in the form and substance previously approved by the City Council in connection with the authorization of general obligation bonds with such changes as are acceptable to the Pricing Officer. In the event the Bond Purchase Agreement shall not be executed on or before 5:00 p.m. on October 15, 2019, the delegation to the Pricing Officer pursuant to this Ordinance shall cease to be effective unless the City shall act to extend such delegation.

The obligation of the Underwriter to accept delivery of the Bonds shall be subject to the Underwriter being furnished with the final, approving opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel for the City, which opinion shall be dated as of and delivered on the date of delivery of the Bonds to the Underwriter. The engagement of such firm as Bond Counsel for the City in connection with the issuance, sale and delivery of the Bonds is hereby approved, ratified and confirmed.

The City hereby acknowledges that the sale of the Bonds pursuant to the Bond Purchase Agreement may be contingent upon the issuance of a policy of municipal bond insurance. The Pricing Officer is authorized to apply for and pay any costs associated with one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Bonds, which guarantee or insurance shall be specified in the Pricing Officer's Certificate of Sale; and, any acts of any Pricing Officer relating to applications for any such insurance are hereby authorized, approved, ratified and confirmed. The Pricing Officer's Certificate of Sale may contain provisions related to such bond insurance policies, if any, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this Ordinance. The appropriate officials and representatives of the City are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such insurance, and the printing on the

Bonds of an appropriate legend or statement regarding such guarantee or insurance, as provided by the a bond insurer for the Bonds, is hereby approved.

Section 7.2.:      Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Bond initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 7.3.:      Offering Documents; Ratings. A Pricing Officer, acting severally and individually, is authorized and directed to provide for and oversee the preparation of a preliminary and final official statement in connection with the issuance of the Bonds, and to approve and deem final such official statement in compliance with the Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and to provide for and authorize the delivery to the Underwriter of such preliminary and final official statement in compliance with such Rule.

The Pricing Officers, each acting severally and individually, are hereby authorized to take such action as they deem necessary or appropriate in seeking ratings on the Bonds from one or more nationally recognized rating agencies, and any such action is hereby ratified and confirmed.

Section 7.4.:      Application of Proceeds of Bonds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

- (a) An amount equal to the sum of the accrued interest, if any, on the Bonds shall be deposited into the Debt Service Fund;
- (b) Proceeds from the sale of the Bonds in an amount determined by the Pricing Officer (together with funds, if any, provided by the City) shall be applied to make a cash deposit to refund certain Refunded Obligations, as more fully provided in the Pricing Officer's Certificate;
- (c) Proceeds from the sale of the Bonds in an amount determined by the Pricing Officer (together with funds, if any, provided by the City) shall be applied to make a cash deposit to establish the Escrow Fund to refund certain Refunded Obligations, or to be deposited with the paying agent for the Refunded Bonds, as more fully provided in the Pricing Officer's Certificate;
- (d) An amount equal to the costs of issuance of the Bonds, as approved by the City, shall be applied to pay such costs as the City may arrange; and
- (e) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

Section 7.5.:      Refunded Obligations. The discharge and defeasance of the Refunded Obligations shall be effectuated by a cash deposit with the paying agent for certain Refunded Obligations as shall be approved by a Pricing Officer or pursuant to the terms and provisions of the Escrow Agreement to be entered into by and between the City and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to maximize the City's present value savings and to minimize the City's costs of refunding, (b) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (c) to carry out the other intents and purposes of this Ordinance, and the Mayor is hereby authorized to execute and deliver such Escrow Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto.

To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the Pricing Officer is hereby authorized, if necessary, to subscribe for, agree to purchase and purchase obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report to be attached to the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

Section 7.6.:      Notice of Redemption. (a) To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, on the dates and at the redemption prices determined by the Pricing Officer in accordance with Section 7.1 of this Ordinance, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption and/or a notice of defeasance to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, and, if required, to publish such notices, all in the manner required by the documents authorizing the issuance of such Refunded Obligations.

(b) Any Pricing Officer or the designee thereof is hereby authorized and directed to take all necessary and appropriate action to give or file, or to cause to be given or filed, material events notices with respect to the Refunded Obligations, as required by the ordinances authorizing the issuance of the Refunded Obligations and the Rule.

Section 7.7.:      Tax Exemption. The City intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the "Code") and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property, the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause the interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for

federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(b) Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times prior to the last stated maturity of the Bonds,

- (1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such series of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or
- (2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such series of the Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Refunded Obligations, directly or indirectly invest Gross Proceeds of such Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Refunded Obligations.

(e) Based on all of the facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the City reasonably expects that the proceeds of the Bonds and the Refunded Obligations (to the extent any of such proceeds remain unexpended) will not be used in a manner that would cause the Bonds or the Refunded Obligations or any portion thereof to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(f) At all times while the Bonds are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds;

(g) The City will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code;

(h) The City represents that not more than fifty percent (50%) of the proceeds of any new money portion of the Bonds or any new money issue refunded by, the Refunded Obligations was invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expected at the time each issue of the Refunded Obligations was issued that at least eighty-five percent (85%) of the spendable proceeds of the Bonds or the Refunded Obligations would be used to carry out the governmental purpose of such Bonds within the corresponding three-year period beginning on the respective dates of the Bonds or the Refunded Obligations.

(i) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid, in whole or in part, the requirements of Section 148 of the Code,



including any specified method of accounting required by applicable Regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty.

(j) The City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(k) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(l) The City will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(m) Proper officers of the City charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the Issue Date and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the Issue Date, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(n) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder and may be relied upon by the Bond holder and any subsequent Bond holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

Section 7.8.: Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. With respect to such designation, the City represents the following: (a) that during the calendar year 2019, the City (including all entities which issue obligations on behalf of the City) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued and (b) that the City has examined its financing needs for the calendar year 2019 and reasonably anticipates that the amount of bonds, leases, loans or other obligations, together with the Bonds and any other tax-exempt obligations heretofore issued by the City (plus those of all entities which issue obligations on behalf of the City) during the calendar year 2019, when the higher of the face amount or the issue price of each such tax-exempt obligation issued for the calendar year 2019 by the City is taken into account, will not exceed \$10,000,000.

Section 7.9.: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

## ARTICLE VIII.

### CONTINUING DISCLOSURE UNDERTAKING

Section 8.1.: Continuing Disclosure Undertaking. The City shall provide annually to the MSRB, within six (6) months after the end of each fiscal year and in an electronic format prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at [www.emma.msrb.org](http://www.emma.msrb.org), financial information and operating data of the general type included in APPENDIX A - Financial Information for the City in Tables 1 through 5, and in APPENDIX C described in the Official Statement, being the information described in Exhibit D. Any financial statements so to be provided shall be (a) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state or federal law or regulation and (b) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available at the time the financial information and operating data must be provided, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB and shall provide to the MSRB audited financial statements, when and if the same become available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 8.2.:      Material Event Notices.    The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City.

The City shall notify the MSRB in an electronic form prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 8.1 of this Ordinance by the time required by such Section.

Section 8.3.: Identifying Information. All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

Section 8.4.: Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by this Article of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, principal statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities law.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or

sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

Section 8.5.:     Definitions. As used in this Article, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

## **ARTICLE IX.**

### **MISCELLANEOUS**

Section 9.1.:     Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar, a trust company or commercial bank other than the Paying Agent/Registrar, or with the Comptroller of Public Accounts of the State of Texas either:

- (a) cash in an amount equal to the principal amount of such Bonds plus interest thereon to the date of maturity or earlier redemption; or
- (b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or

(iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 9.2.:     Legal Holidays. In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment or (ii) the Record Date had occurred on the last day of that calendar month.

Section 9.3.:     No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 9.4.:     Further Proceedings. The Mayor, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance. The Mayor, City Secretary and other appropriate officials of the City are each hereby authorized to execute and attest to such other agreements, assignments, bonds, certificates, contracts, documents, licenses, instruments, releases, financing statements, letters of instruction, notices of acceptance, notices of final payment, written requests and other documents, and to take all actions and to do all things whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance and the Bonds.

Section 9.5.:     Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9.6.: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9.7.: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9.8.: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 9.9.: Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions and variations in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, City Secretary and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, the Preliminary Official Statement, and the final Official Statement; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the City Council.

Section 9.10.: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Bond then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

PASSED AND ADOPTED on first and final reading this October 15, 2019.

CITY OF LAMESA, TEXAS

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Mayor

ATTEST

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City Secretary

Exhibit A — Form of Bond  
Exhibit B — Form of Paying Agent/Registrar Agreement  
Exhibit C — Schedule of Refundable Obligations  
Exhibit D — Description of Annual Financial Information



**EXHIBIT A**

**FORM OF BOND**

[FRONT OF BOND]

UNITED STATES OF AMERICA  
STATE OF TEXAS

CITY OF LAMESA, TEXAS,  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2019

NUMBER  
R-<sup>1</sup>  
REGISTERED

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_  
REGISTERED

INTEREST RATE<sup>2</sup>:  
%

DATED DATE<sup>3</sup>:  
November 1, 2019

MATURITY DATE<sup>2</sup>:  
\_\_\_\_\_

CUSIP<sup>2</sup>:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

THE CITY OF LAMESA, TEXAS, a Home Rule City of the State of Texas (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above (or on earlier redemption as herein provided), upon presentation and surrender of this Bond at the principal corporate trust office of UMB BANK, N.A., Austin, Texas, or its successor (the "Paying Agent/Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for.<sup>4</sup>

<sup>1</sup> Initial Bond shall be numbered T-1.

<sup>2</sup> Omitted from initial Bond.

<sup>3</sup> To be completed pursuant to the terms of sale as referenced in the Pricing Officer's Certificate of Sale.

<sup>4</sup> The first sentence of the initial Certificate shall read as follows:

THE CITY OF LAMESA, TEXAS, a Home Rule City of the State of Texas (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on December 1 of each of the years and in the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 3.3 of the Ordinance.] (or on earlier redemption as herein provided), upon presentation and surrender of this Bond at the principal corporate trust office of UMB BANK, N.A., Austin, Texas, or its successor (the "Paying Agent/Registrar"), the principal amounts identified above (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) payable in any coin or currency of the United States of

Interest on this Bond is payable on \_\_\_\_\_<sup>3</sup>, and each June 1 and December 1 thereafter until maturity of this Bond, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last business day of the month next preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Bond at the office of the Paying Agent/Registrar.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS (the "Bonds") in the aggregate principal amount of \$ \_\_\_\_\_<sup>5</sup> issued pursuant to an ordinance adopted by the City Council of the City on October 15, 2019 (the "Ordinance") for the purpose of refunding certain outstanding obligations (the "Refunded Obligations") of the City under and pursuant to the authority of Chapter 1207, Texas Government Code, as amended. Proceeds of the Bonds will also be used to pay the costs of issuing the Bonds and refunding the Refunded Obligations.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.<sup>6</sup>

<sup>7</sup>THE CITY RESERVES THE RIGHT, at its option, to redeem, prior to their maturity, Bonds maturing on or after December 1, \_\_\_\_\_, in whole or in part, on December 1, \_\_\_\_\_, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

<sup>8</sup>THIS BOND is not subject to redemption prior to maturity.

<sup>9</sup>THE BONDS MATURING on December 1 in the years <sup>5</sup> \_\_\_\_\_, \_\_\_\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

**Term Bonds Maturing**

**Mandatory Redemption Dates**

**Principal Amounts**

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America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for.

<sup>5</sup> To be completed pursuant to the terms of sale as referenced in the Pricing Officer's Certificate of Sale.

<sup>6</sup> In the initial Certificate, this paragraph shall read:

"THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon."

<sup>7</sup> Included if optional redemption provisions are included in the Pricing Officer's Certificate of Sale.

<sup>8</sup> Included if optional redemption provisions are not included in the Pricing Officer's Certificate of Sale.

<sup>9</sup> Paragraph included if mandatory sinking fund redemption provision are included in the Pricing Officer's Certificate of Sale.

The particular Term Bonds to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before July 15 of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before July 15 of such year and which have not been made the basis for a previous reduction.

<sup>11</sup>THE BONDS MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

<sup>11</sup>NOTICE OF ANY SUCH REDEMPTION, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be

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<sup>10</sup> To be completed pursuant to the terms of sale as referenced in the Pricing Officer's Certificate of Sale.

<sup>11</sup> Included if optional redemption provisions or mandatory sinking fund redemption provisions are included in the Pricing Officer's Certificate of Sale.

imposed in connection with the transfer or exchange of a Bond. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Bond by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Bonds assent by acceptance of the Bonds.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the Mayor, countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF LAMESA, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

\* \* \*

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Bonds initially delivered:

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

\* \* \*

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Bonds other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in and delivered pursuant to the within-mentioned Ordinance; and, except for the Bonds initially delivered, this Bond has been issued in exchange for or replacement of a Bond, Bonds, or a portion of a Bond or Bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

UMB BANK, N.A.  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date of Authentication: \_\_\_\_\_

\* \* \*

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Bonds:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please print or type name, address and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

\* \* \* \*

FORM OF STATEMENT OF INSURANCE

The following form of statement of insurance shall be printed on the face of each of the Bonds:

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to UMB Bank, N.A., or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from

BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at law or in equity.

**EXHIBIT B**  
**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

See Tab 6



## **EXHIBIT C**

### **SCHEDULE OF REFUNDABLE OBLIGATIONS**

City of Lamesa, Texas Combination Tax and Combined Water and Wastewater System Revenue  
Certificates of Obligation, Series 2006

## **EXHIBIT D**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 8.1 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The portions of the audited financial statements of the City appended to the Official Statement as Exhibit B, but for the most recently concluded fiscal year, and, to the extent that such statements are not completed and available, unaudited financial statements for such fiscal year.
2. The quantitative and financial information and operating data presented in the Official Statement in Tables 1 through 5.

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 10**

**SUBJECT:                   ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE  
OF CITY OF LAMESA, TEXAS LIMITED TAX NOTE, SERIES  
2019**

**PROCEEDING:           Approval**

**SUBMITTED BY:       City Staff**

**EXHIBITS               Ordinance, First Reading**

**AUTHORITY:           City Charter, City Code, Texas Government Code**

## **SUMMARY STATEMENT**

City Council to consider an Ordinance authorizing and ordering the issuance of City of Lamesa, Texas Limited Tax Note, Series 2019; specifying the terms and features of such note; levying a continuing direct annual ad valorem tax for the payment of said note; and resolving other matters incident and related to the issuance, sale, payment and delivery of a paying agent/registrar agreement; and providing and effective date.

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to approve an Ordinance authorizing and ordering the issuance of City of Lamesa, Texas Limited Tax Note, Series 2019; specifying the terms and features of such note; levying a continuing direct annual ad valorem tax for the payment of said note; and resolving other matters incident and related to the issuance, sale, payment and delivery of a paying agent/registrar agreement; and providing and effective date. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

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

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

**CERTIFICATE FOR ORDINANCE**

THE STATE OF TEXAS                   §

COUNTY OF DAWSON                   §

We, the undersigned officers of the City of Lamesa, Texas (the "City"), hereby certify as follows:

1.     The City Council of the City convened in a regular meeting (the "Meeting") on October 15, 2019, at the regular meeting place, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Josh Stevens	Mayor
Brant Stewart	Council Member, District 1
Marie Briseno	Council Member, District 2
Enrique Moreno	Council Member, District 3
Dore Evan Rodrigues	Council Member, District 4
Bobby G. Gonzales	Council Member, District 5
Doug Morris	Council Member, District 6

and all of such persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF LAMESA, TEXAS LIMITED TAX NOTE, SERIES 2019; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTE; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

(the "Ordinance") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted on first reading, and, after due discussion, such motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

FOR:     \_\_\_                   AGAINST:     \_\_\_                   ABSTAINED:     \_\_\_

2.     That a true, full, and correct copy of the Ordinance is attached to and follows this certificate; that the Ordinance has been duly recorded in the City Council's minutes of the

Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place, and subject of the Meeting, and that the Ordinance would be introduced and considered for adoption at the Meeting, and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public as required by law; and that public notice of the date, hour, place, and subject of the Meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

SIGNED this October 15, 2019.

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City Secretary

AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF LAMESA, TEXAS LIMITED TAX NOTE, SERIES 2019; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTE; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

## **ARTICLE I**

### **FINDINGS AND DETERMINATIONS**

#### **Section 1.1. Findings and Determinations.**

The City Council hereby officially finds and determines that:

City of Lamesa, Texas (the "City"), acting through its City Council, is authorized pursuant to and in accordance with the provisions of Texas Government Code, Chapter 1431, as amended (the "Act"), specifically §1431.004(a)(1), to issue anticipation notes to provide all or part of the funds to pay contractual obligations incurred or to be incurred for purposes authorized by the Act, to wit, (i) to finance the cost of waste water system renovations, street repairs and the purchase of heavy equipment and (ii) to pay the costs of issuing the Note.

## **ARTICLE II**

### **DEFINITIONS AND INTERPRETATIONS**

#### **Section 2.1. Definitions.**

As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

"Act" shall mean Texas Government Code, Chapter 1431, as amended.

"Attorney General" shall mean the Attorney General of the State of Texas.

"City Council" shall mean the governing body of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Interest Payment Date,” when used in connection with any Note, shall mean April 15, 2020 and each April 15 and October 15 thereafter until maturity or prior redemption.

“Issuance Date” shall mean the date on which the Note is delivered to and paid for by the initial purchaser.

“Note” or “Notes” shall mean the City of Lamesa, Texas Limited Tax Note, Series 2019, authorized by this Ordinance.

“Ordinance” shall mean this Ordinance and any and all amendments hereof and supplements hereto.

“Outstanding,” when used with reference to the Note, shall mean, as of a particular date, any Note theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Note canceled by or on behalf of the City at or before such date; (b) any Note defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Note in lieu of or in substitution for which a replacement Note shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean \_\_\_\_\_ in \_\_\_\_\_, Texas and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar setting forth the duties and obligations of the Paying Agent/Registrar with respect to the Note.

“Purchaser” shall mean \_\_\_\_\_.

“Record Date” shall mean the close of business on the last business day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Note kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of any Note.

“Registered Owner” or “Owner” shall mean the person or entity in whose name any Note is registered in the Register.

## Section 2.2. Interpretations.

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to both genders and the neuter state. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the

validity of the Note and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Note.

### ARTICLE III

#### TERMS OF THE NOTE

##### Section 3.1. Amount, Purpose and Authorization.

The Note shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount of ONE MILLION SIX HUNDRED EIGHT THOUSAND DOLLARS (\$1,608,000.00) (i) to finance the cost of waste water system renovations, street repairs and the purchase of heavy equipment and (ii) to pay the costs of issuing the Note.

##### Section 3.2. Designation, Date, and Interest Payment Dates.

The Note shall be designated as the "City of Lamesa, Texas Limited Tax Note, Series 2019," shall be dated October 1, 2019 and shall be in the denomination of the full principal amount of the Note. The Note shall bear interest at the rates set forth in Section 3.3 below, from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on April 15, 2020 and each April 15 and October 1 thereafter until maturity or prior redemption.

If interest on any Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

##### Section 3.3. Numbers, Denomination, Interest Rates, and Maturities.

The Note shall be initially issued bearing the numbers, in the principal amounts and may be transferred and exchanged as set out in this Ordinance. The Note shall initially bear interest at the rate of \_\_\_\_\_% until the date of maturity or prepayment prior to maturity and may be transferred as set out in this Ordinance.

Principal on the Note shall be payable in installments as set forth in the following schedule. The Note shall mature on October 15, 2026 and all outstanding principal and accrued interest shall be due and payable on such date. Notes delivered in transfer of or in exchange for other Notes shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$1,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Note or Notes in lieu of which they are delivered.



Principal on the Note shall be payable in annual installments on the dates and in the principal amounts, respectively, as shown below:

<b><u>Payment Date</u></b>	<b><u>Principal Payment</u></b>
10/15/2020	\$214,000
10/15/2021	219,000
10/15/2022	224,000
10/15/2023	230,000
10/15/2024	235,000
10/15/2025	240,000
10/15/2026*	246,000

\*final maturity

#### Section 3.4. Optional Redemption.

The City reserves the right, at its option, to prepay the Note, in whole, at any time at par plus accrued interest to the date of redemption. Notice of any redemption identifying the Note to be redeemed in whole shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Note to be redeemed in whole at the address shown on the Register. Such notices shall state the redemption date, the redemption price, and the place at which the Note is to be surrendered for payment. Any notice given as provided in this Section 3.4 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Note to be redeemed, plus accrued interest to the date fixed for redemption. When the Note has been called for redemption in whole and due provision has been made to redeem the same as herein provided, the Note so redeemed shall no longer be regarded as Outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Note or portion thereof called for redemption shall terminate on the date fixed for redemption.

#### Section 3.5. Manner of Payment, Characteristics, Execution, and Authentication.

The Paying Agent/Registrar is hereby appointed the paying agent for the Note. The Note shall be payable, shall have the characteristics, and shall be executed, registered, and authenticated, all as provided and in the manner indicated in the FORM OF NOTE set forth in Article IV of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Note shall cease to be such officer before the authentication of the Note or before the delivery of the Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel, may be printed on the Note over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Note, but errors or

omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Note.

### Section 3.6. Authentication.

Except for the Note to be initially issued, which need not be authenticated by the Paying Agent/Registrar but shall be registered by the Comptroller, only such Note shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Note so authenticated was delivered by the Paying Agent/Registrar hereunder.

### Section 3.7. Ownership.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Note in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

### Section 3.8. Registration, Transfer and Exchange.

The Paying Agent/Registrar is hereby appointed the registrar for the Note. So long as any Note remains Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Note in accordance with the terms of this Ordinance. The Note may only be transferred to: (i) an affiliate of the Purchaser; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

Each Note shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Note for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Note or Notes, registered in the name of the transferee or transferees, in authorized denominations, and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Note or Notes so presented and surrendered.

All Notes shall be exchangeable upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Note or Notes, of like maturity and interest rate and in any authorized denomination, in an aggregate principal amount

equal to the unpaid principal amount of the Note or Notes presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Notes in accordance with the provisions of this Section. Each Note delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such Note is delivered.

All Notes issued in transfer or exchange shall be delivered to the Registered Owners thereof at the designated corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Notes to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Note. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

### Section 3.9. Replacement Notes.

Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note, of the same maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Note is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and Ordinances of the City, and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Note of the same maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction, or theft of such Note;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the

person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Note, authorize the Paying Agent/Registrar to pay such Note.

Each replacement Note delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

#### Section 3.10. Cancellation.

All Notes paid in accordance with this Ordinance, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Notes.

### ARTICLE IV

#### FORM OF NOTE

The Note, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, and Form of Assignment shall be in substantially the following forms, with such omissions, insertions, and variations as may be necessary or desirable, and not prohibited by this Ordinance:

UNITED STATES OF AMERICA  
STATE OF TEXAS

CITY OF LAMESA, TEXAS (PARKER COUNTY)  
LIMITED TAX NOTE, SERIES 2019

NUMBER  
R-\_\_\_\_<sup>1</sup>  
REGISTERED

DENOMINATION  
\$1,608,000.00  
REGISTERED

INTEREST RATE: \_\_\_\_\_%

---

<sup>1</sup> The number of the initial Notes shall be preceded by the letter "I"; the number of Notes issued in exchange or transfer for other Notes shall be preceded by the letter "R".

DATED DATE: October 1, 2019

ISSUANCE DATE: November 1, 2019

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: ONE MILLION SIX HUNDRED EIGHT THOUSAND DOLLARS

THE CITY OF LAMESA, TEXAS (the "City"), for value received, promises to pay to the Registered Owner identified above or its registered assigns, upon presentation and surrender of this Note at the designated corporate trust office of \_\_\_\_\_ in \_\_\_\_\_, Texas, or its successor (the "Paying Agent/Registrar"), as set forth in the following schedule: [Insert information regarding years of maturity and principal amounts from Section 3.3 of Ordinance.] payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America prior to maturity, calculated on the basis of a 360-day year composed of twelve 30-day months, from the later of the Delivery Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Note is payable on October 15, 2020 and each April 15 and October 15 thereafter until maturity or prior redemption of this Note, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Note at the principal corporate trust office of the Paying Agent/Registrar.

THIS NOTE IS ONE OF A DULY AUTHORIZED SERIES OF NOTES (the "Note") in the aggregate principal amount of \$1,608,000 issued pursuant to an Ordinance adopted by the City Council of the City on October 15, 2019 (the "Ordinance"), for the purpose of providing all or part of the funds to pay contractual obligations incurred or to be incurred (i) to finance the cost of waste water system renovations, street repairs and the purchase of heavy equipment and (ii) to pay the costs of issuing the Note.

THIS NOTE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Note either (i) is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon or (ii) is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT at its option, to prepay the Note, in whole, at any time at par plus accrued interest to the date of redemption.

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, postage prepaid, addressed to the registered owner of each Note to be redeemed in whole at the address shown on the books of registration kept by the Paying Agent/Registrar. When the Note has been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely

from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS NOTE IS TRANSFERABLE only upon presentation and surrender at the designated corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance. This Note may only be transferred to: (i) an affiliate of the Registered Owner; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

THIS NOTE IS EXCHANGEABLE at the designated corporate trust office of the Paying Agent/Registrar for a Note or Notes of the same maturity and interest rate and in the principal amount of \$1,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Note. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Note by acceptance hereof acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Note has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and to be done precedent to or in the issuance and delivery of this Note have been performed, exist, and have been done in accordance with law; that the Note does not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Note assent by acceptance of the Note.

IN WITNESS WHEREOF, the City has caused this Note to be signed by the Mayor and countersigned by the City Secretary by their manual, lithographed, or printed facsimile signatures on this Note.

CITY OF LAMESA, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

\* \* \*

#### FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Notes initially delivered:

#### COMPTROLLER'S REGISTRATION CERTIFICATE

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I hereby certify that this certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

\* \* \*

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Notes other than those initially delivered and registered by the Comptroller of Public Accounts of the State of Texas:

**AUTHENTICATION CERTIFICATE**

This Note is one of the Notes described in and delivered pursuant to the within-mentioned Ordinance; and, except for the Note initially delivered, this Note has been issued in exchange for or replacement of a Note, Notes, or a portion of a Note or Notes of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_,  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date of Authentication: \_\_\_\_\_

**FORM OF ASSIGNMENT**

The following form of assignment shall be printed on the back of each Note:

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Please print or type name, address and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.



DATED: \_\_\_\_\_

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

\_\_\_\_\_  
Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Note in every particular, without any alteration, enlargement, or change whatsoever.

\* \* \*

## ARTICLE V

### SECURITY FOR THE NOTE

#### Section 5.1. Pledge and Levy of Taxes.

(a) To provide for the payment of principal of and interest on the Note, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Note or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Note and to create and provide a sinking fund of not less than 2% of the principal amount of the Note or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Note by deposit to the Debt Service Fund (defined below) and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Note, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Note remains outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

#### Section 5.2. Debt Service Fund.

The City of Lamesa, Texas Limited Tax Note, Series 2019 Debt Service Fund (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Note. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Note. Such amount, plus any other amounts deposited by the City into such fund and any and all

investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Note.

Section 5.3. Further Proceedings.

After the Note to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Note to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Note to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Note to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Note to be initially issued, and the seal of said Comptroller shall be impressed or placed in facsimile thereon.

**ARTICLE VI**

**CONCERNING THE PAYING AGENT/REGISTRAR**

Section 6.1. Acceptance.

\_\_\_\_\_ is hereby appointed as the initial Paying Agent/Registrar for the Note pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit A, the terms and provisions of which are hereby approved, and the Mayor or, in the Mayor's absence, the Mayor Pro Tem is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 6.2. Trust Funds.

All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Note under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City, and shall be disbursed in accordance with this Ordinance.

Section 6.3. Notes Presented.

Subject to the provisions of Section 6.4, all matured Notes presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Notes shall be canceled as provided herein.

Section 6.4. Unclaimed Funds Held by the Paying Agent/Registrar.

Funds held by the Paying Agent/Registrar that represent principal of and interest on the Note remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Note by virtue of actions taken in compliance with this Section.

Section 6.5. Paying Agent/Registrar May Own Notes.

The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights it would have if it were not the Paying Agent/Registrar.

Section 6.6. Successor Paying Agents/Registrars.

The City covenants that at all times while any Note is Outstanding it will provide a legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar for the Note. The City reserves the right to change the Paying Agent/Registrar for the Note on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Note. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

## ARTICLE VII

### **PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF NOTE**

Section 7.1. Sale of Note.

The sale of the Note to the Purchaser, at a price equal to the par value thereof, is hereby approved, and delivery of the Note to the Purchaser shall be made upon receipt by the City of the purchase price therefor. The Purchase Letter shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the City Mayor or, in the Mayor's absence, the Mayor Pro Tem is hereby authorized to execute and deliver such Purchase Letter on behalf of the City in multiple counterparts and the City Secretary is hereby authorized

to attest thereto. The undersigned hereby finds, determines and declares that the terms of sale of the Note is in the best interest of the City.

Section 7.2. Approval, Registration, and Delivery.

The Mayor is hereby authorized to have control and custody of the Note and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Note and to assure the investigation, examination, and approval thereof by the Attorney General and the registration of the initial Note by the Comptroller. Upon registration of the Note, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Note initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 7.3. Application of Proceeds of the Note.

Proceeds from the sale of the Note shall, promptly upon receipt by the City, be applied as follows:

- (1) Accrued interest, if any, shall be deposited into the Debt Service Fund created in Section 5.2 of this Ordinance;
- (2) A portion of the proceeds shall be applied to pay expenses arising in connection with the issuance of the Note;
- (3) The remaining proceeds shall be applied, together with other funds of the City, to provide funds (i) to finance the cost of waste water system renovations, street repairs and the purchase of heavy equipment and (ii) to pay the costs of issuing the Note.
- (4) Any proceeds from the sale of the Note remaining after making all the foregoing deposits and payments shall be deposited into the Debt Service Fund and used to pay debt service on the Note.

Section 7.4. Tax Exemption.

The City intends that the interest on the Note shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed, and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Note. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure, and use of all gross proceeds of the Note (including all property, the purchase and refurbishment of which is to be financed directly or indirectly with the proceeds of the Note) and take or omit to take such other and further actions as may be required by sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Note to be and remain excludable from the gross income, as defined in section 61 of the

Code, of the owners of the Note for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City will use all of the proceeds of the Note to (a) provide funds to pay contractual obligations incurred or to be incurred (i) to finance the cost of waste water system renovations, street repairs and the purchase of heavy equipment and (ii) to pay the costs of issuing the Note. The City will not use any portion of the proceeds of the Note to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person;

(b) The City will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Note to constitute "private activity bonds" within the meaning of section 141(a) of the Code;

(c) Principal of and interest on the Note will be paid solely from ad valorem taxes, collected by the City, investment earnings on such collections, other legally available funds, and as available, proceeds of the Note;

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Note is delivered, the City reasonably expects that the proceeds of the Note will not be used in a manner that would cause the Note or any portion thereof to be an "arbitrage bond" within the meaning of section 148 of the Code;

(e) At all times while the Note is outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Note in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Note and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Note. To the extent necessary to prevent the Note from constituting "arbitrage bonds," the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Note to be less than the yield that is materially higher than the yield on the Note;

(f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Note to be treated as "federally guaranteed" obligations for purposes of section 149(b) of the Code;

(g) The City represents that not more than fifty percent (50%) of the proceeds of the Note will be invested in nonpurpose investments (as defined in section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Note will be used to carry out the governmental purpose of the Note within the three-year period beginning on the date of issue of the Note;

(h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Note, if any, be rebated to the federal government. Specifically, the City will (i) maintain records

regarding the receipt, investment, and expenditure of the gross proceeds of the Note as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Note is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Note, and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty;

(i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Note not been relevant to either party;

(j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by section 149(e) of the Code with respect to the Note on such form and in such place as the Secretary may prescribe;

(k) The City will not issue or use the Note as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Note is not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations;

(l) Proper officers of the City charged with the responsibility for issuing the Note is hereby directed to make, execute, and deliver certifications as to facts, estimates, or circumstances in existence as of the date of issuance of the Note and stating whether there are facts, estimates, or circumstances that would materially change the City's expectations. On or after the date of issuance of the Note, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates; and

(m) The covenants and representations made or required by this Section are for the benefit of the holders of the Note and any subsequent holder of a Note and may be relied upon by the holders of the Note and any subsequent holder of a Note and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by Orrick, Herrington & Sutcliffe LLP or other nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Note to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 7.4 shall survive the defeasance and discharge of the Note for as long as such matters are relevant to the exclusion of interest on the Note from the gross income of the owners for federal income tax purposes.

#### Section 7.5. Qualified Tax-Exempt Obligations.

The City hereby designates the Note as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. With respect to such designation, the City represents the following: (a) that during the calendar year 2019, the City (including all entities which issue obligations on behalf of the City), has not designated nor will designate obligations, which when aggregated with the Note will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued and (b) that the City has examined its financing needs for the calendar year 2019 and reasonably anticipates that the amount of notes, bonds, leases, loans, or other obligations, together with the Note and any other tax-exempt obligations heretofore issued by the City (plus those of all entities which issue obligations on behalf of the City) during the calendar year 2019 when the higher of the face amount or the issue price of each such tax-exempt obligation issued for the calendar year 2019 by the City is taken into account, will not exceed \$10,000,000.

#### Section 7.6. Related Matters.

In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Secretary, and all other appropriate officers, agents, representatives, and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Note, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

## ARTICLE VIII

### MISCELLANEOUS

#### Section 8.1. Defeasance.

The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any Note or all of the Notes to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the Comptroller either:

(a) cash in an amount equal to the principal amount of such Note plus interest thereon to the date of maturity; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii), or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity.

Upon such deposit, such Note shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

#### Section 8.2. Legal Holidays.

In any case where the date interest accrues and becomes payable on the Note or principal of the Note matures or a Record Date shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the State of Texas are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the State of Texas are authorized by law to close with the same force and effect as if (i) made on the date of



maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.3. Ordinance a Contract - Amendments.

This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Note then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Note, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Note, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Note required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.4. No Recourse Against City Officials.

No recourse shall be had for the payment of principal of or interest on any Note or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Note.

Section 8.5. Power to Revise Form of Documents.

Notwithstanding any other provision of this Ordinance, the Mayor or Mayor Pro Tem is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Bond Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, or as may be required for approval of the Note by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Note or such documents shall be subject to the prior approval of the City Council. If insurance is obtained on any of the Notes, the Notes shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 8.6. Severability.

If any Section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.7. Open Meeting.

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 8.8. Repealer.

All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.9. Effective Date.

This Ordinance shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED this October 15, 2019.

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Mayor

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City Secretary

**EXHIBIT A**  
**PAYING AGENT/REGISTRAR AGREEMENT**

See Tab 2

**EXHIBIT B**  
**FORM OF PURCHASE LETTER**

See Tab 7

# City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: OCTOBER 15, 2019

AGENDA ITEM: 11

SUBJECT: OPEN BIDS FOR TDA CDBG 2018 WATER LINE PROJECT – N. E. 4<sup>TH</sup> STREET, and HARTFORD AND ALTERNATES  
PROCEEDING: Action  
SUBMITTED BY: City Staff

## SUMMARY STATEMENT

City Council to open bids and authorize Mayor to sign contract with lowest responsive bidder contingent upon review of contractors work history and experience by engineer and SAM review and approval of the grant administrator for the 2018 TDA CDBG Water Line Project on N. E. 4<sup>th</sup> Street, and Hartford and alternates for S. 2<sup>ND</sup> Street. (City

Name	Bid Amount
	\$
	\$
	\$

\*Bid Awarded

## COUNCIL ACTION

DISCUSSION \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to award bid to \_\_\_\_\_ and authorize Mayor to sign contract with lowest responsive bidder contingent upon review of contractors work history and experience by engineer and SAM review and approval of the grant administrator for the 2018 TDA CDBG Water Line Project on N. E. 4<sup>th</sup> Street, and Hartford and alternates for S. 2<sup>ND</sup> Street. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

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

## CITY MANAGER'S MEMORANDUM

Recommend approval.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 12**

**SUBJECT: PURCHASE OF 2019 CATERPILLAR 930M FRONT-END  
LOADER FOR STREETS DEPARTMENT WITH TRADE-IN**  
**PROCEEDING: Action**  
**SUBMITTED BY: City Staff**

## **SUMMARY STATEMENT**

City Council to consider authorizing the purchase of a 2019 Caterpillar 930M Front-end Loader for the Streets Department with a trade-in of the 2011 Caterpillar Front-end Loader. This is TIPS pricing (similar to Buyboard). *(City Manager)*

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to. authorize the purchase of a 2019 Caterpillar 930M Front-end Loader for the Streets Department with a trade-in of the 2011 Caterpillar Front-end Loader. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

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

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

LOADER



# SALES AGREEMENT

DATE                      Sep 09, 2019

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
	POSTAL CODE	79331-6247	PHONE NO.	806 872 2124	H I P
T O	EQUIPMENT		ROBERT RAMERIZ		T
	PRODUCT SUPPORT		ROBERT RAMERIZ		O
INDUSTRY CODE:		GOVT GENERAL USAGE(207G)		PRINCIPAL WORK CODE	F.O.B. AT: Amarillo
CUSTOMER NUMBER		9981500		Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER
				GOVT	
T E R M S	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"/>		FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
	CASH WITH ORDER \$0.00		BALANCE TO FINANCE \$0.00		CONTRACT INTEREST RATE 0%
	PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS OPTIONAL BUY-OUT \$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 930M		YEAR: 2019	
STOCK NUMBER: C99057		SERIAL NUMBER: 0KTG05236			
930M WHEEL LOADER		536-5301	GUARD, POWERTRAIN, LOWER		349-8165
PREP PACK, UNITED STATES		430-2943	TIRES, 20.5R25 MX XHA2 * L3		366-6880
STEERING, STANDARD		333-6850	QUICK COUPLER, FUSION		536-5313
DIFFERENTIAL, OPEN REAR		333-6529	HYDRAULICS, 3V, CPLR READY, SL		536-5333
WEATHER, COLD START 120V		454-0610	ENVIRONMENT, MEDIUM DEBRIS		536-5340
ENGINE AR		430-3038	CAB, DELUXE		536-5309
RADIO, BLUETOOTH, AUX, MIC		372-1868	SEAT, DELUXE		563-5967
PRODUCT LINK, CELLULAR PL641		454-0589	LIGHTS, AUX, LED		559-0842
FENDERS, STANDARD		366-8148	HYDRAULICS, STANDARD		536-5283
COUNTERWEIGHT, HEAVY		333-6691	LIGHTS, ROADING, LED, RH		541-3067
TOOLBOX AUX, NONE		519-8081	LINES, AUX 3RD, STD LIFT		530-1623
KIT, SERIALIZED TECHNICAL MEDIA		0P-2491	JUMPER LINES, AUX 3RD, FUSION		445-4725
RIDE CONTROL		430-2860	LANE 2 ORDER		0P-9002
CAMERA, REAR VIEW		377-5635	BUCKET, GP, 3.2YD3, FUS		345-2424
WARNING, BEACON, LED STROBE		333-1425			
YEAR	TRADE-IN EQUIPMENT		SERIAL NO.	Sell Price	\$192,774.70
2011	939 - CATERPILLAR (AA)		DHC03173	Ext Warranty	Included
				CSA	Included
				Less Gross Trade Allowance	(\$45,000.00)
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				After Tax Balance	\$147,774.70
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 12 Month Unlimited Hour Full Machine Coverage					
930 GOVERNMENT 84 / 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.

ORDER RECEIVED BY	WARREN CAT	PURCHASER
Lance Wells		
REPRESENTATIVE	CITY OF LAMESA	
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:

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Customer Number	9981500
Customer Name	CITY OF LAMESA
Serial Number	OKTG05236

## 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](http://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

Sep 09, 2019  
Date

WARREN CAT  
Dealer Signature

Title

Sep 09, 2019  
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	930M	0KTG05236			

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

930 GOVERNMENT 84 / 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: OCTOBER 15, 2019**

**AGENDA ITEM: 13**

**SUBJECT: PURCHASE OF 2015 USED CATERPILLAR WHEEL TRACTOR-  
SCRAPER FOR LANDFILL DEPARTMENT WITH TRADE-IN**  
**PROCEEDING: Action**  
**SUBMITTED BY: City Staff**

## **SUMMARY STATEMENT**

City Council to consider authorizing the purchase of a 2015 used Caterpillar Wheel Tractor-Scraper for the Landfill Department with a trade-in of the 2000 Caterpillar scraper. This is TIPS pricing (similar to Buyboard). (*City Manager*)

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to. authorize the purchase of a 2015 used Caterpillar Wheel Tractor-Scraper for the Landfill Department with a trade-in of the 2000 Caterpillar scraper. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

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

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

SCRAPED



# SALES AGREEMENT

DATE Sep 09, 2019

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

PURCHASER <u>CITY OF LAMESA</u>			
STREET ADDRESS <u>601 S 1ST ST</u>		<SAME>	
CITY/STATE <u>LAMESA, TX</u>	COUNTY <u>DAWSON (6C1)</u>		
POSTAL CODE <u>79331-6247</u>	PHONE NO. <u>806 872 2124</u>		
EQUIPMENT			
PRODUCT SUPPORT			
INDUSTRY CODE: <u>GOVT GENERAL USAGE (207G)</u>		PRINCIPAL WORK CODE	
CUSTOMER NUMBER <u>9981500</u>		Sales Tax Exemption # (if applicable) <u>GOVT</u>	
		CUSTOMER PO NUMBER	
(All terms and payments are subject to Finance Company - OAC approval)			
PAYMENT TERMS: <input checked="" type="checkbox"/> NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE			
CASH WITH ORDER <u>\$512,040.00</u>		BALANCE TO FINANCE <u>\$0.00</u>	
CONTRACT INTEREST RATE <u>0%</u>			
PAYMENT PERIOD		NUMBER OF PAYMENTS <u>0</u>	
		OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 623K ARO	
STOCK NUMBER: C67633		YEAR: 2015	
SERIAL NUMBER: 0WTB00145			
623K WHEEL TRACTOR-SCRAPER HRC	373-8501	DOMESTIC TRUCK, TR/SCR COMBINED	0P-0255
LANE 2 ORDER	0P-9002	AUTO LUBE	CAN -SERV
STANDARD CERTIFICATION AR	373-8589		
STANDARD START ATTACHMENT	336-2306		
GRAVITY FILL GP	315-1200		
HID WORK LIGHTS	320-9575		
COOLING, HIGH AMBIENT TIER 4	373-8524		
CAB PRECLEANER	428-8768		
NON-POWERED ACCESS GP	309-4760		
PRODUCT LINK, SATELLITE PL321	335-8324		
TIRES, 33.25R29 BS VLT ** E2A	264-1408		
FILMS AR - U.S. (ANSI)	373-8584		
SEQUENCE ASSIST AR	373-8509		
CAT GRADE CONTROL W/LD ASSIST	424-4447		
CAMERA AR-WAVS	373-8576		
YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price
2000	615 - CATERPILLAR (AA)	9XG01389	\$538,670.00
			Less Gross Trade Allowance
			(\$26,000.00)
			Ext Warranty
			Included
			After Tax Balance
			\$512,670.00
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. 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		<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 12 Month Unlimited Hour Full Machine Coverage 60 Months or 4000 hours of PTW & HYD		INITIAL _____ All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:	
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.

ORDER RECEIVED BY <u>Lance Wells</u> REPRESENTATIVE	WARREN CAT PURCHASER	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.

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### OTHER PROVISIONS:

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Customer Number	9981500
Customer Name	CITY OF LAMESA
Serial Number	OWTB00145

## CUSTOMER CONTACT INFORMATION

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

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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](http://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.

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

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

CITY OF LAMESA

Customer Signature

Title

Sep 09, 2019

Date

WARREN CAT

Dealer Signature

Title

Sep 09, 2019

Date

DO NOT SEND IF  
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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	623K ARO	0WTB00145			

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

60 Months or 4000 hours of PTW & HYD

**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.

- ☒ 4. **All items on Delivery Checklist have been completed.**  
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: OCTOBER 15, 2019**

**AGENDA ITEM: 14**

**SUBJECT: RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES  
FOR THE USDA RURAL DEVELOPMENT FOR FIRE  
EQUIPMENT GRANT**

**PROCEEDING: Approval**

**SUBMITTED BY: City Staff**

**EXHIBITS Resolution**

## **SUMMARY STATEMENT**

City Council to authorize a Resolution by the City Council of The City of Lamesa, Texas, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the USDA Rural Development for Fire Equipment Grant.  
(City Manager)

## **CIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to. authorize a Resolution by the City Council of The City of Lamesa, Texas, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the USDA Rural Development for Fire Equipment 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.**

**RESOLUTION NO.**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACT DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE USDA RURAL DEVELOPMENT FOR FIRE EQUIPMENT GRANT.

**WHEREAS**, the City of Lamesa, Texas has received a 2019 USDA Community Facility Grant award to purchase fire equipment.

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from USDA Rural Development, and;

**WHEREAS**, an original signed copy of the resolution authorizing named individuals as *Depository/Authorized Signatories* is to be submitted to USDA Rural Development.

**WHEREAS**, the City of Lamesa, Texas acknowledges that in the event that an authorized signatory of the city changes (elections, illness, resignations, etc.), the City must provide USDA Rural Development with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised *USDA RUS Depository/Authorized Signatories Designation Form*.

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

The Mayor and Mayor Pro-Tem be authorized to execute contractual and financial documents between the USDA Rural Development and the City of Lamesa for the 2019 Fire Equipment Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAMESA on October 15, 2019.

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

Attest:

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

## Depository/Authorized Signatories Designation Form

### USDA Rural Development for Fire Equipment Grant

The individuals listed below are designated by resolution as authorized signatories for contractual and financial documents.

Josh Stevens	Doug Morris
(Name)	(Name)
Mayor	Mayor Pro-tem
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the "*Lamesa Municipal Golf Course Memorial Fund*" bank account. At least two (2) signatories required).

Shawna Burkhart	Betty Conde
(Name)	(Name)
City Manager	City Secretary
(Title)	(Title)
(Signature)	(Signature)

Josh Stevens	Dale Alwan
(Name)	(Name)
Mayor	Chief of Police
(Title)	(Title)
(Signature)	(Signature)

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 15**

**SUBJECT:** AN ORDINANCE AMENDING CHAPTER 12 ENTITLED "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS, TO ADD §12.03.054 ENTITLED "TEMPORARY REROUTING OF TRAFFIC DURING SCHOOL YEAR."

**PROCEEDING:** Approval

**SUBMITTED BY:** City Staff

**EXHIBITS** Ordinance, First Reading

## **SUMMARY STATEMENT**

City Council to consider an Ordinance on first reading, amending Chapter 12 "Traffic and Vehicles", of the Code of Ordinances of the City of Lamesa, Texas to add 12.03.054 entitled 054 "Temporary Rerouting of Traffic During School Year."

## **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to consider an Ordinance on first reading, amending Chapter 12 "Traffic and Vehicles", of the Code of Ordinances of the City of Lamesa, Texas to add 12.03.054 entitled 054 "Temporary Rerouting of Traffic During School 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.**

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

**AN ORDINANCE AMENDING CHAPTER 12 ENTITLED "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS, TO ADD §12.03.054 ENTITLED "TEMPORARY REROUTING OF TRAFFIC DURING SCHOOL YEAR."**

On the 15<sup>th</sup> day of October, 2019, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

**WHEREAS**, the City Council desires to make certain revisions to Chapter 12 entitled "Traffic and Vehicles" of the Code of Ordinances of the City of Lamesa which revisions are in the best interest of the City of Lamesa.

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

**SECTION 1.** That Chapter 12 entitled "Traffic and Vehicles" of the Code of Ordinances of the City of Lamesa, Texas, be, and is hereby, amended by adding the following Section 12.03.054:

**Sec. 12.03.054 Temporary Rerouting of Traffic During School Year**

On the days when the Lamesa Public Schools are in session, the flow of traffic on the following streets shall be changed from 7:30 a.m. to 9:00 a.m. and from 3:00 p.m. to 4:30 p.m. as follows:

1. **South Elementary School:** Vehicles traveling South on Skyline Avenue shall not be allowed onto South 8<sup>th</sup> Street and vehicles traveling on South 8<sup>th</sup> Street shall not be allowed to turn North on Skyline Avenue.
2. **North Elementary School:**
  - (a) Vehicles traveling North on North Houston Avenue shall not be allowed onto North 14<sup>th</sup> Street and vehicles traveling on North 14<sup>th</sup> Street shall not be allowed to turn South on North Houston Avenue; and
  - (b) Vehicles traveling North on North Avenue F shall not be allowed to onto North 14<sup>th</sup> Street and vehicles traveling on North 14<sup>th</sup> Street shall not be allowed to South onto North Avenue F.
3. **Lamesa Middle School:** Vehicles traveling on North Bryan Avenue shall not be allowed to turn West onto North 2<sup>nd</sup> Street and vehicles traveling East on North 2<sup>nd</sup> Street shall not be allowed to enter North Bryan Avenue.

**4. Lamesa High School:**

- (a) That portion of Avenue F lying between North 14<sup>th</sup> Street and North 15<sup>th</sup> Street shall be a one-way street with only North bound traffic; and
- (b) North 15<sup>th</sup> Street lying between North Avenue F and North Avenue G shall be a one-way street with only West bound traffic.

**SECTION 2.** Effective date: That this Ordinance shall become effective \_\_\_\_\_, 2019.

**SECTION 3.** 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 applicable state law and the City Charter.

Upon being put to a vote, the foregoing Ordinance was Passed, on First Reading on the 15<sup>th</sup> day of October, 2019, by a majority vote; and then on the 19<sup>th</sup> day of November, 2019, there came on an was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551). There being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second and Final Reading and Adopted this 19<sup>th</sup> day of November, 2019, by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST:

APPROVED:

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

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



# Lamesa Independent School District

*Every Student Every Day*

Dear Council Members,

Lamesa ISD would like to request specific changes to the flow of traffic for specific roads during the morning from 7:30 to 9:00 and the afternoon from 3:00 to 4:30 only on official school days. The following is a description of the necessary adjustments requested.

- South Elementary
  - Block the stop sign at Skyline Dr. and South 8<sup>th</sup>.
- North Elementary
  - Block the south part of the intersection of Houston Ave. and North 14<sup>th</sup> street.
  - Block the south part of the intersection of North Ave. F and North 14<sup>th</sup>.
- Lamesa Middle School
  - Block the west side of the intersection of North 2<sup>nd</sup> Street and North Bryan Ave with a "Do Not Enter" flashing sign with the marked times posted at that intersection.
  - Require east bound flow of traffic to enter Middle School parking lot to return to west bound on North 2nd Street.
- Lamesa High School
  - Require traffic starting at North 14<sup>th</sup> street on Avenue F to be one way north bound and west bound on North Ave 15<sup>th</sup>.

Thank you for your consideration of this request.

Chris Riggins  
Assistant Superintendent  
Lamesa ISD

---

Chris Riggins,

Assistant Superintendent

PO Box 261, Lamesa, Tx. 79331

806 877 5161

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 16**

**SUBJECT: PUBLIC HEARING ON APARTMENT DEVELOPMENT**  
**PROCEEDING: Public Hearing**  
**SUBMITTED BY: City Staff**  
**EXHIBITS:**  
**AUTHORITY: City Charter, City Code, Texas Government Code**

## **SUMMARY STATEMENT**

Public hearing regarding a zone change request for the following property:

**CASE NO. P & Z 19-11:** To consider the petition of DON NIOLINI FOR THE LAMESA REAL ESTATE PARTNERS, 1311 PALM CANYON DRIVE, DALLAS, TX 75204 to change the zone of the following property

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T -5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14<sup>th</sup> Street, South of Southeast 13<sup>th</sup> Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue.

Located at (OLD BASEBALL FIELD) 500 BLOCK BETWEEN SE 13<sup>TH</sup> TO SE 14<sup>TH</sup> AND S. ELGIN AVE TO S. DETROIT from zoning district R-1 to zoning district R-3 for use as MULTI FAMILY APARTMENTS. *(Building Official)*

## **PUBLIC HEARING**

The Mayor will ask if anyone wishes to speak regarding the following property.

The following persons spoke:

_____	_____
_____	_____
_____	_____

Following the public comments, the Mayor will close the public hearing.





# 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 OCTOBER 15, 2019 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 P&Z: 19-11:** To consider the petition of DON NICOLINI FOR LAMESA REAL ESTATE PARTNERS, 1311 PALM CANYON DRIVE, DALLAS, TX 75204 to change the zone of the following property:

ALL OF THAT PORTION OF THAT 7.52 ACRE TRACT OF LAND OUT OF THE NORTHEAST ONE-FOURTH (NE/4) OF SECTION 7, BLOCK 35, T-5-N, T. & P. RY. CO. SURVEY, IN DAWSON COUNTY, TEXAS, DESCRIBED IN THAT WARRANTY DEED DATED JUNE 21, 1957, RECORDED IN VOLUME 164, PAGE 13 the City of Lamesa, Dawson County, Texas

located at (OLD BASEBALL FIELD) 500 BLOCK BETWEEN SE 13TH TO SE 14TH AND S. ELGIN AVE TO S. DETROIT from zoning district R-1 to zoning district R-3 for use as MULTI-FAMILY APARTMENTS.

**FOR THE CITY OF LAMESA:**

**CERTIFICATION OF NOTICE:** I certify that the agenda was posted at City Hall, 601 South 1<sup>st</sup> Street, Lamesa, Texas at 12:32 (a.m./p.m.) on Oct 1, 2019 in accordance with the Texas Open Meeting Act.

Betty Conde  
City Secretary

## APPLICATION FOR ZONE CHANGE

Date: 9/3/19

CASE NO. 19-11

City Planning & Zoning Commission  
Michael Lopez, City of Lamesa Building Official  
601 South First Street  
Lamesa, Texas 79331

### Council Members:

You are respectfully requested to recommend to the City Council of the City of Lamesa that the hereinafter described tracts of land be changed by ordinance from the existing zoning district to zoning districts indicated as follows:

Lot \_\_\_\_\_, Block \_\_\_\_\_, Addition \_\_\_\_\_  
Address \_\_\_\_\_  
From \_\_\_\_\_ District to \_\_\_\_\_ District

Present use of property: UNIMPROVED; VACANT

Desired use to be made of property: MULTI-FAMILY; R-3  
apartment 5

Are there deed restrictions pertaining to intended use of property?

\_\_\_\_ Yes

No ☒

Don Picolini - FOR LAMESA REAL ESTATE PARTNERS  
Signature

1311 PALM CANYON DRIVE  
Address

DALLAS TX 75204  
City, State Zip

(214) 707-1295  
Telephone Number

Date received: 9-4-19 By John Rodriguez

Note: A fee of \$50.00, to publish and mail all notices, is filed with this application.

Effective August 1, 2014 a legal deed for the property listed above must accompany this application.

Meeting is Oct. 24<sup>th</sup> @ 4:00 pm.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY BY THE CITY OF LAMESA TO LAMESA REAL ESTATE PARTNERS, LLC, AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE A CONTRACT AND AGREEMENT AND ANY AND ALL DOCUMENTS AND TAKE SUCH ACTIONS REQUIRED TO EFFECT THE CONVEYANCE OF SUCH REAL PROPERTY.**

On this the 16<sup>th</sup> day of July, 2019, there came on and was held at the regular meeting place, the City Hall, a special called meeting of the City Council of the City of Lamesa, Texas, being an open meeting held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

**WHEREAS**, the City of Lamesa is the owner of the following described parcel of land situated within the limits of the City of Lamesa (the "Property"), to-wit:

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T-5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14<sup>th</sup> Street, South of Southeast 13<sup>th</sup> Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue.

**WHEREAS**, Lamesa Real Estate Partners, LLC, ("LREP"), desires to contract with City to acquire the Property in order to develop the Property for low-income or moderate-income housing; and

**WHEREAS**, the City is willing to convey the Property to LREP for the establishment of low-income or moderate-income housing, subject to the terms and conditions set forth in that Contract and Agreement ("Contract"), a copy of which is attached hereto, as it will benefit the public interest; and

**WHEREAS**, the conveyance of the Property by City to LREP is a legally permissible conveyance of municipal land under Local Government Code Chapter 272, is exempt from Local Government Code Chapter 272 notice and bidding requirements for the sale of land owned by a municipality in that it is a conveyance to an entity as defined in Chapter 272 of the Local Government Code to promote a public purpose related to the development of low-income or moderate-income housing; and

**WHEREAS**, the conveyance of the Property complies with Local Government Code Chapter 272 fair market value requirements for the conveyance of land owned by municipality in that the City may convey the Property for less than fair market value because the Property will be

used by LREP to serve the City's public purpose and benefit the public interest by establishing low-income or moderate-income housing as needed to maintain the public purpose; and

**WHEREAS**, to further maintain the City's public purpose, LREP's title and right to possession of the Property shall be subject to the City's Right of Reversion if LREP fails to develop the Property within the time set out in the Contract and the City's Right of First Refusal if LREP desires to sell the Property or ceases to use the Property for the operation or purposes supporting or related to the public purpose of providing low-income and moderate-income housing and thereby ceases to carry out the City's public purpose; and

**WHEREAS**, in consideration for LREP undertaking such commitment to develop the Property for low-income or moderate-income housing, the City is willing to convey the Property to LREP subject to the terms of the Contract as it will serve the public purpose and benefit the public interest; and

**WHEREAS**, in the event that LREP ceases to use the Property for low-income and moderate-income housing or desires to sell the Property to a third party not affiliated with LREP, LREP shall send written notice to the City (the "Notice of Availability"), including the asking price, the proposed terms and conditions of sale, and any other pertinent terms and conditions applicable to the proposed transaction (the "Terms"). The City shall have the first right to purchase the Property, and a right of first refusal to purchase the Property, in accordance with the terms set forth in the Contract.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Lamesa, Texas, that:

**SECTION 1:** The City of Lamesa, Texas, convey to Lamesa Real Estate Partners, LLC, that property described above upon the terms and conditions set out in the Contract and Agreement attached hereto.

**SECTION 2:** The Mayor of the City of Lamesa, Texas, be, and is hereby, authorized to make, execute and deliver the Contract and Agreement and to execute such conveyance and any other written documents and to take such actions as may be required to effect the conveyance of said tract of land.

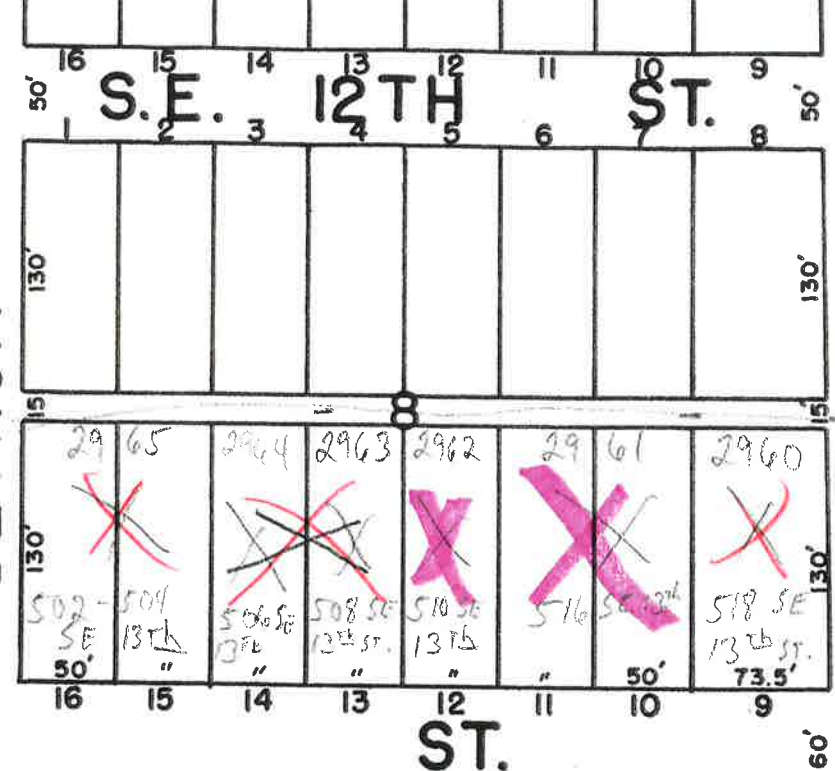
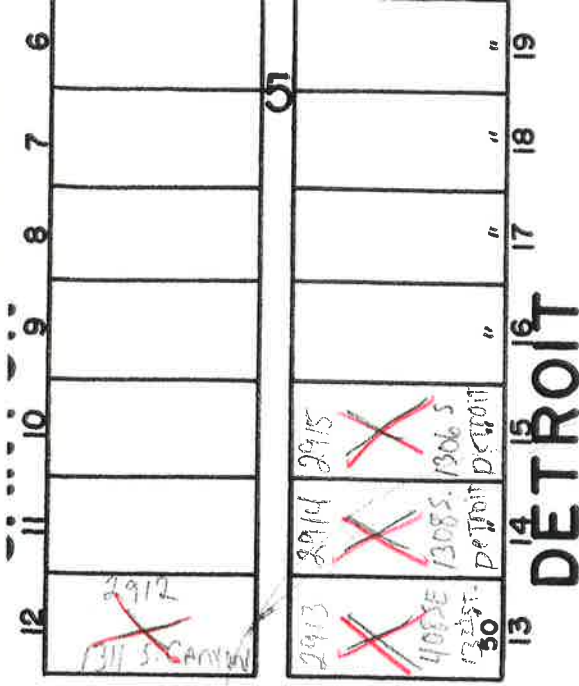
Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 16<sup>th</sup> day of July, 2019, by majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas, and recorded in the resolution book thereafter.

ATTEST:

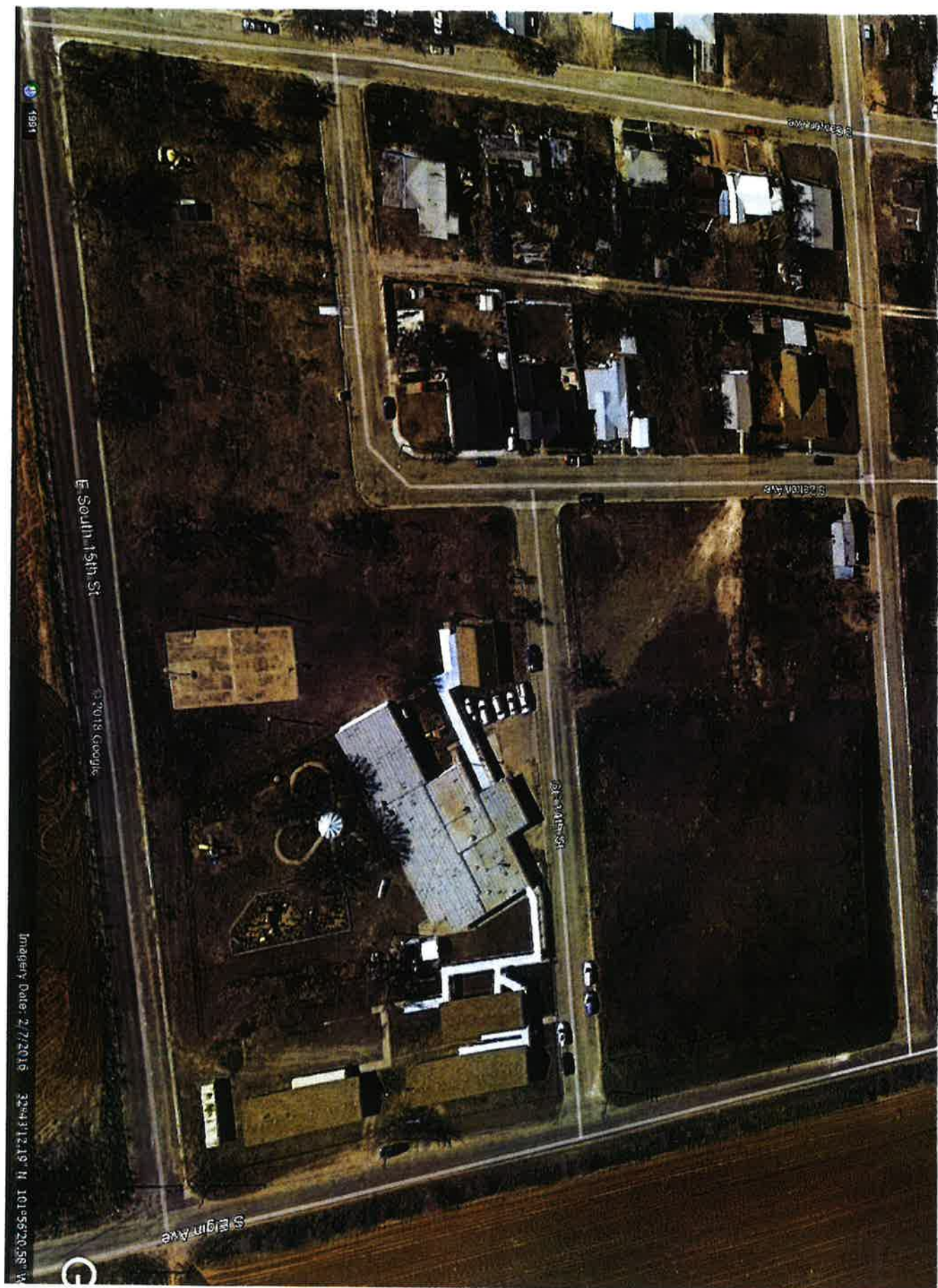
APPROVED:

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

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







1991

E South 15th St

© 2018 Google

Imagery Date: 2/7/2016 32°54'12.19" N 101°56'20.58" W

S 14th St

S 21st Ave

# ***Planning & Zoning Commission Minutes***

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

**DATE OF MEETING: SEPTEMBER 26, 2019**

**AGENDA ITEM: 3**

SUBJECT: **P&Z 19-11: DON NICOLINI**, FOR LAMESA REAL ESTATE PARTNERS  
PROCEEDING: Approval or Denial  
SUBMITTED BY: City Staff

### **SUMMARY STATEMENT**

To consider the petition of **DON NICOLINI**, 1311 PALM CANYON DR., DALLAS, TEXAS requested that the zoning district of the property described above,

ALL OF THAT PORTION OF THAT 7.52 ACRE TRACT OF LAND OUT OF THE NORTHEAST ONE-FOURTH (NE/4) OF SECTION 7, BLOCK 35, T-5-N, T. & P. RY. CO. SURVEY, IN DAWSON COUNTY, TEXAS, DESCRIBED IN THAT WARRANTY DEED DATED JUNE 21, 1957, RECORDED IN VOLUME 164, PAGE 13 the City of Lamesa, Dawson County, Texas

located at **(OLD BASEBALL FIELD) 500 BLOCK BETWEEN SE 13TH TO SE 14TH AND S. ELGIN AVE TO S. DETROIT**, LAMESA TEXAS. APPLICANT IS REQUESTING TO BUILD MULTI-FAMILY APARTMENTS.

### **PLANNING AND ZONING COMMISSION ACTION**

Discussion: 62-64 units of modular housing to be placed in the area. Sean Overnyder provided a slideshow to show the board members the type of houses to be build. Resident, Mr. Bunton attended who lives across the street from the field and is in opposition of this request. Mr. Bunton stated that the neighbor does use the ball park at different times and doesn't like the idea of all the construction and traffic this development would bring. Midland resident, Ms. Uddley, who has a rental property on the northwest corner of this area, is in favor of this development. Mr. Overnyder and Mr. Don Nicolini stated to those in attendance that this would enhance the look and property value of the area. 23 letters were mailed, only one returned as undeliverable.

Motion by Planning and Zoning Commissioner Richard Leonard to approve Item 3. Motion seconded by Planning and Zoning Commissioner Kim Bairrington and upon being put to a vote the motion passed.

**VOTING:** "AYE" 5 "NAY" 0 "ABSTAIN" 0

# **City Council Agenda**

## **City of Lamesa, Texas**

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 17**

**SUBJECT: REQUEST FOR REZONING – APARTMENT DEVELOPMENT**  
**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 zone change for the following property:

**CASE NUMBER P & Z 19-11:** To consider the petition of Don NIOLINI FOR THE LAMESA REAL ESTATE PARTNERS, 1311 PALM CANYON DRIVE, DALLAS, TX 75204 to change the zone of the following property

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T -5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14<sup>th</sup> Street, South of Southeast 13<sup>th</sup> Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue.

Located at (OLD BASEBALL FIELD) 500 BLOCK BETWEEN SE 13<sup>TH</sup> TO SE 14<sup>TH</sup> AND S. ELGIN AVE TO S. DETROIT from zoning district R-1 to zoning district R-3 for use as MULTI FAMILY APARTMENTS. *(Building Official)*

### **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_  
Motion by Council Member \_\_\_\_\_ to consider approving an Ordinance on First reading approving zone change for the following property. 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 GRANTING A ZONE CHANGE FOR ALL OF THAT PORTION OF THAT 7.52 ACRE TRACT OF LAND OUT OF THE NORTHEAST ONE-FOURTH (NE/4) OF SECTION 7, BLOCK 35, T -5-N, T. & P. RY. CO. SURVEY, IN DAWSON COUNTY, TEXAS, DESCRIBED IN THAT WARRANTY DEED DATED JUNE 21, 1957, RECORDED IN VOLUME 164, PAGE 133, OF THE DEED OF RECORDS OF DAWSON COUNTY, TEXAS, WHICH LIES NORTH OF SOUTHEAST 14<sup>TH</sup> STREET, SOUTH OF SOUTHEAST 13<sup>TH</sup> STREET, EAST OF SOUTHEAST DETROIT AVENUE AND WEST OF SOUTHEAST ELGIN AVENUE TO THE TOWN OF LAMESA, IN DAWSON COUNTY, TEXAS, FROM DISTRICT R-1 TO ZONING DISTRICT R-3 FOR USE AS MULTI FAMILY APARTMENTS UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION.**

On the this 15th day of October, 2019, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for consideration and action of the meeting, to wit:

**WHEREAS**, the Code of Ordinances of the City of Lamesa provides that the zoning districts of the City may be changed upon application and upon recommendation of the Planning and Zoning Commission of the City; and

**WHEREAS**, an application has been made to change the zoning of the following described property located in Lamesa, Texas, from a District R-1 (Residential) to a District R-3 (Multi-family apartments), to-wit:

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T -5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14<sup>th</sup> Street, South of Southeast 13<sup>th</sup> Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue

**WHEREAS**, said property is located within the city limits of the City of Lamesa, Texas, and is within a district zoned as R-1 (Residential); and

**WHEREAS**, the Planning and Zoning Commission of the City of Lamesa, Texas, after hearing such application and the arguments for and against the same, has voted to recommend to the City Council of the City of Lamesa, Texas, that such request for a change in the zoning of such property be granted; and

**WHEREAS**, a public hearing, where all interested persons were provided with an opportunity to be heard on the proposed zone change, was held at City Hall, 601 South First Street, in the City of Lamesa, Texas, on October 15, 2019, which date is not less than fifteen days prior to the publication of a notice of such hearing in the Lamesa Press-Reporter, a newspaper of general circulation in the City of Lamesa, Texas;

**WHEREAS**, after such hearing, the City Council of the City of Lamesa, Texas, finds that the recommendation of the Planning and Zoning Commission of the City of Lamesa, Texas, should be accepted and such zone change granted.

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

**SECTION ONE:** That the request to change the zoning of the following described property located at (Old Baseball Field) 500 Block between SE 13<sup>TH</sup> to SE 14<sup>TH</sup> and S. Elgin Ave to S. Detroit from zoning district R-1 to zoning district R-3 for use as Multi-Family Apartments within the City of Lamesa, to-wit:

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T -5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14<sup>th</sup> Street, South of Southeast 13<sup>th</sup> Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue

be, and the same is hereby, **Granted**.

**SECTION TWO:** The provisions of this ordinance are to be cumulative and shall constitute an amendment to the zoning ordinances of the City of Lamesa, Texas, only as it applies to the hereinabove described property.

**SECTION THREE:** 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 applicable state law and the City Charter.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the 15th day of October, 2019; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 19th day of November, 2019, by a majority vote.

**ATTEST:**

**APPROVED:**

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Betty Conde, City Secretary

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Josh Stevens, Mayor

# **City Council Agenda**

## **City of Lamesa, Texas**

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 18**

SUBJECT: **REQUEST FOR SPECIFIC USE PERMIT**  
PROCEEDING: Approval  
SUBMITTED BY: City Staff  
EXHIBITS: Ordinance, Second Reading  
AUTHORITY: City Charter, City Code, Texas Government Code

### **SUMMARY STATEMENT**

City Council to consider approving an Ordinance on Second reading approving specific use permit for the following property:

**CASE NO. P&Z 19-10:** To consider the petition of HUMBERTO G. AVILA, 1001 N.1ST LAMESA, TEXAS 79331 of the following property

LOTS 7 8 AND 9, BLOCK 6 OF THE SECOND MORNING ADDITION, to  
the City of Lamesa, Dawson County, Texas

located at 509 N. GARY AVENUE, LAMESA, TEXAS 79331. APPLICANTIS  
REQUESTING A SPECIFIC USE PERMIT TO PLACE A 2020 RIFFLEMAN 3240  
(32X76) MANUFACTURED HOME AS HIS PRIMARY RESIDENCE. *(Building  
Official)*

### **COUNCIL ACTION**

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

Motion by Council Member \_\_\_\_\_ to consider approving an Ordinance on First reading approving specific use permit. 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 GRANTING A SPECIFIC USE PERMIT TO ALLOW  
PLACEMENT OF A MANUFACTURED HOME ON LOTS 7, 8 AND 9,  
BLOCK 6, OF THE SECOND MORNING ADDITION TO THE TOWN OF  
LAMESA, DAWSON COUNTY, TEXAS, LOCATED AT 509 NORTH  
GARY AVENUE, LAMESA, TEXAS, UPON RECOMMENDATION OF THE  
PLANNING AND ZONING COMMISSION.**

On the this 17th day of September, 2019, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for consideration and action at the meeting, to wit:

**WHEREAS**, the Code of Ordinances of the City of Lamesa provides that specific use permits may be granted for the use of property not otherwise allowed in certain zoning districts of the City upon application of the property owner and upon recommendation of the Planning and Zoning Commission of the City; and

**WHEREAS**, an application has been made for a specific use permit to allow placement of a manufactured home on the following described property, to-wit:

Lots 7, 8 and 9, Block 6 of the Second Morning Addition to the Town of  
Lamesa, Dawson County, Texas; and

**WHEREAS**, said property is located within the city limits of the City of Lamesa, Texas, located at 509 North Gary Avenue and is located within a R-1 District (Single-family residential); and

**WHEREAS**, the Planning and Zoning Commission of the City of Lamesa, Texas, after hearing such application and the arguments for and against the same, has voted to recommend to the City Council of the City of Lamesa, Texas, that such request for a specific use permit for the placement of a 2020 Rifleman 3240 (32 X 76) Manufactured Home on such property be granted; and

**WHEREAS**, a public hearing where all interested persons were provided with an opportunity to be heard on the request for a specific use permit was held at City Hall, 601 South First Street, in the City of Lamesa, Texas, on September, 2019, which date is not less than fifteen days prior to the publication of a notice of such hearing in the Lamesa Press-Reporter, a newspaper of general circulation in the City of Lamesa, Texas; and

**WHEREAS**, after such hearing, the City Council of the City of Lamesa, Texas, finds that the use for which such specific use permit is sought will not be injurious to the neighborhood or otherwise detrimental to the public interest and welfare and will be in harmony with the general purpose of the Zoning Ordinances of the City of Lamesa, Texas, and that the recommendation of the Planning and Zoning Commission of the City of Lamesa, Texas, should be accepted.

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

**SECTION ONE:** The request for a specific use permit to allow the placement of a 2020 Rifleman Manufactured Home on the following described property located at 509 North Gary Avenue, Lamesa, Texas, to-wit:

Lots 7, 8 and 9, Block 6 of the Second Morning Addition to the Town of Lamesa, Dawson County, Texas; and

be, and is hereby, **GRANTED.**

**SECTION TWO:** The provisions of this ordinance are to be cumulative and shall constitute an amendment to the zoning ordinances of the City of Lamesa, Texas, only as it applies to the hereinabove described property.

**SECTION THREE:** 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 City Council of the City of Lamesa, Texas, 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 FOUR:** 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 Article IV, Section 24 of the City Charter and state law.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the 17<sup>th</sup> day of September, 2019; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 15<sup>th</sup> day of October, 2019.

**ATTEST:**

**APPROVED:**

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Betty Conde  
City Secretary

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Josh Stevens  
Mayor



# 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 SEPTEMBER 17, 2019 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 19-10:** To consider the petition of HUMBERTO G. AVILA, 1001 N. 1ST STREET, LAMESA, TX 79331 to change the zone of the following property:

LOTS 7-12 BLOCK 6 OF THE SECOND MORNING ADDITION TO the City of Lamesa,  
Dawson County, Texas

located at 509 N. GARY AVE, LAMESA, TX 79331. APPLICANT IS REQUESTING A SPECIFIC USE PERMIT TO PLACE A 2020 RIFFLEMAN 3240 (32X76) MANUFACTURED HOME AS HIS PRIMARY RESIDENCE.

**FOR THE CITY OF LAMESA:**

# APPLICATION FOR SPECIFIC USE PERMIT FOR HOME OCCUPATION

City Planning & Zoning Commission  
City of Lamesa  
City Secretary  
601 South First Street  
Lamesa, Texas 79331

Date: 7-24-19  
P2: 19-10

Council Members:

You are respectfully requested to recommend to the City Council of the City of Lamesa that the hereinafter described tracts of land be changed by ordinance from the existing zoning district to zoning districts indicated as follows:

Lot 7-12, Block 6, Addition Second Morning  
Address 509 N Gary Ave

Present use of property: vacant lot

Desired use to be made of property?: place manufactured home to be a primary residence (2020 Rifleman 32x40 / 32x76)

Are there deed restrictions pertaining to intended use of property?

Yes

No ☒

Signature

Humberto G. Ariza

La Taylor Woods

1001 N 1<sup>st</sup>

Address

Lamesa, TX 79331

City, State Zip

Craigian Woods

#2

806 200 3227

Telephone Number

#1

Crystal 806 200 3402

Date received: July 24, 2019

By Jan Rodriguez

Note: A fee of **\$50.00**, to publish and mail all notices, is filed with this application.

Effective **August 1, 2014** a legal deed for the property listed above must accompany this application.

Your Meeting (July 22nd @ 4pm)





Imagery Date: 2/7/2016

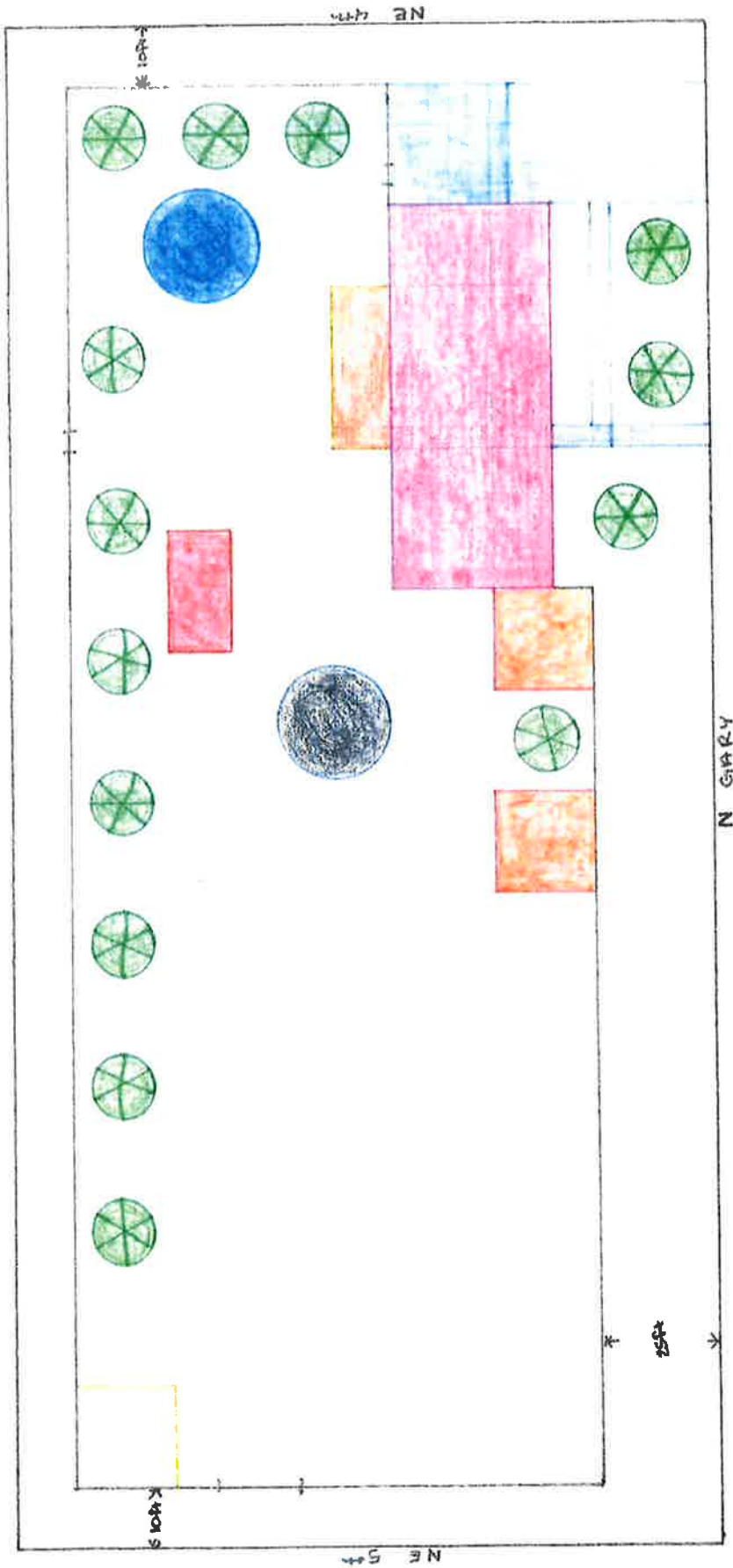
32.4418, -94.110156 32.4418, -94.110156 32.4418, -94.110156 32.4418, -94.110156

Google Earth



# 509 N Gary Plan

Humberto Avila



## KEY

- 4 sqft
- Property line
- Fence
- ++ Gate
- House
- Carport
- Cement
- Trees
- Well Area
- Deck
- Swimming Pool
- Storage Building
- Trampoline

Swing Set

## NOTES

- House will sit 33 ft from Gary and 34 ft from NE 4th. Facing N Gary.
- Want Fruitless Mulberry trees.

S-

S

AVE

**HARTFORD**

## SECOND

ME

Humberto & Krystal Avila  
1001 N. 1st Street  
Lamesa, Texas 79331

✓ Craigian Jodon Woods  
& Lataylor Woods  
1501 N. 8th  
Lamesa, Texas 79331

Armando Hernandez &  
Rosa Delgado  
PO Box 660  
Lamesa, Texas 79331

✓ Aurora Hernandez  
PO Box 660  
Lamesa, Texas 79331

Noel Castro Rodriguez (Lot)  
410 N. Perez Street Apt. 21  
South Houston, Texas 77587

✓ Jorge & Susana Gonzales  
508 N. Gary  
Lamesa, Texas 79331

Samantha Lujan (Vacant)  
510 N. Gary  
Lamesa, Texas 79331

✓ Tony Hernandez  
512 N. Gary Ave.  
Lamesa, Texas 79331

✓ Eugenio Sorola  
605 N. Gary Ave.  
Lamesa, Texas 79331

✓ Lupe G. Perales  
506 N E 2nd Street Rental  
Lamesa, Texas 79331

✓ Esteban G. Hernandez  
408 N. Hartford Ave.  
Lamesa, Texas 79331

✓ Petra Hernandez  
c/o Eduarda Esparza  
206 N. Bryan  
Lamesa, Texas 79331

✓ Jorge & Silvia Arguelles  
504 N. Hartford  
Lamesa, Texas 79331

✓ Encarnation Ogeda  
508 NE Hartford  
Lamesa, Texas 79331

✓ Agustin Parra & Maria Parra  
606 N. Hartford Ave. Rental  
Lamesa, Texas 79331

✓ Alverto Mendoza (Vacant lot)  
2222 N. Midland Street  
Goldsmith, Texas 79741

✓ Brittany S M Ramos  
606 NE Hartford  
Lamesa, Texas 79331

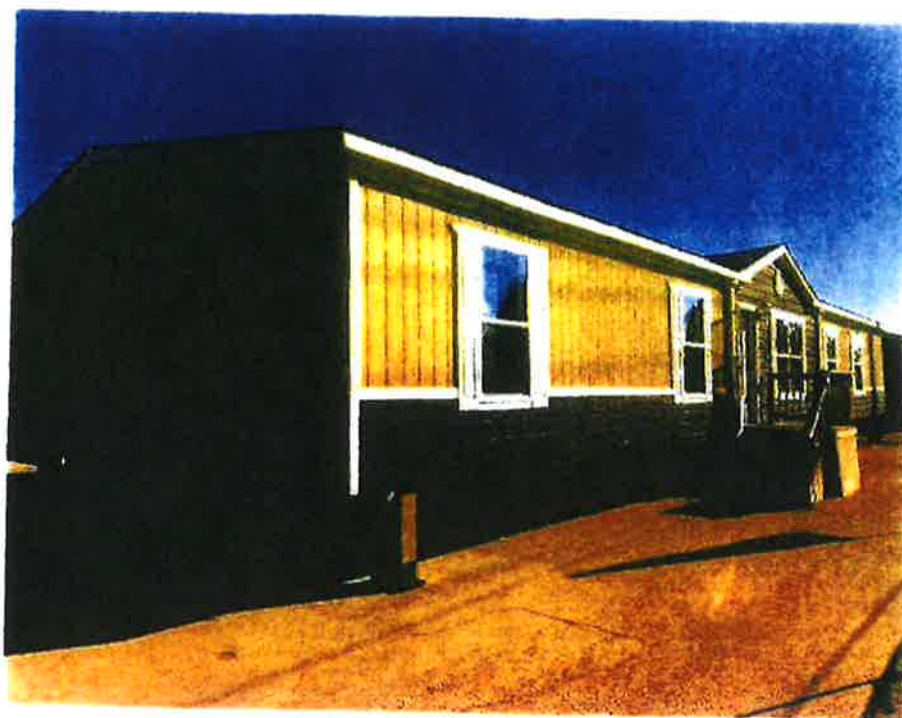
Hector & Maria Hernandez  
805 NE 4<sup>th</sup> Vacant  
Lamesa, Texas 79331

Santiago & Carmen Robles  
409 N. Flint Ave. (Vacant)  
Lamesa, Texas 79331

Joe Hernandez &  
Oralia Chavana Vacant  
711 NE 4<sup>th</sup> Street  
Lamesa, Texas 79331

19 Ltrs mailed -  
1-y





# ***Planning & Zoning Commission Minutes***

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

**DATE OF MEETING: AUGUST 22, 2019**

**AGENDA ITEM: 3**

SUBJECT: **P&Z 19-10: HUMBERTO G. AVILA, 1001 N. 1ST**  
PROCEEDING: Approval or Denial  
SUBMITTED BY: City Staff

### **SUMMARY STATEMENT**

To consider the petition of **HUMBERTO G. AVILA, 1001 N. 1ST, LAMESA, TEXAS** requested that the zoning district of the property described above,

LOTS 7-12 BLOCK 6 OF THE SECOND MORNING ADDITION  
to the City of Lamesa, Dawson County, Texas

located at **509 N. GARY, LAMESA TEXAS**. APPLICANT IS REQUESTING A SPECIFIC USE PERMIT TO PLACE A 2020 RIFFLEMAN 3240 (32X76) MANUFACTURED HOME AS HIS PRIMARY RESIDENCE.

### **PLANNING AND ZONING COMMISSION ACTION**

**Discussion: 19 letters mailed, 1 returned in favor of, designated lots to be used for placement of the manufactured home on lots 7-8-9. Of the 2<sup>nd</sup> second morning addition .**

Motion by Planning and Zoning Commissioner Kim Bairrington to approve Item 3. Motion seconded by Planning and Zoning Commissioner Brian Beck and upon being put to a vote the motion approved.

**VOTING:** "AYE" 4 "NAY" 0 "ABSTAIN" 0

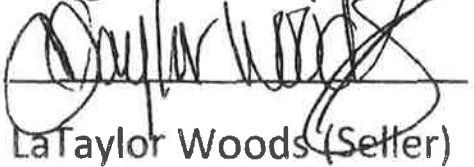
## Sales Agreement

This document is for the purpose of a sales agreement between the seller Craigan J Woods & seller LaTaylor D Woods both resides at 1501 N 8<sup>th</sup> St Lamesa, Tx 79331 to the buyer Humberto G Avila that resides at 1001 N 1<sup>st</sup> St Lamesa, Tx79331. The property being purchased is located at 509 N Gary Ave. Lamesa, TX 79331. The legal property description is 509 N Gary Lots 7-12, Blk 6, Second Morning Addn. The total sale price of all listed above is \$23,500.00 for the land. Closing for this sale is 7/16/19, 30 days after closing, this will be void unless contact about updated information about the financing is kept to the seller.

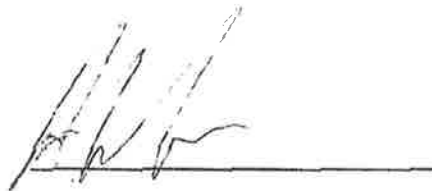
If the financing for the buyer does not work out, this agreement is voided.



Craigan Woods (Seller)



LaTaylor Woods (Seller)



Humberto Avila

(Buyer)

# ***City Council Agenda***

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

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM:19**

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

### **SUMMARY STATEMENT**

Finance Director to report on the city's finances.

### **COUNCIL ACTION**

No City Council action required.

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

Finance Director will provide report at City Council meeting.



# **City of Lamesa** **Financial Statement Summary** **As of: September 30th, 2019**

	Current Month-to-Date	Year-to-Date
<b>General Fund (1)</b>		
Revenues	\$ 186,222.68	\$ 4,992,012.30
Expenditures	\$ 413,706.87	\$ 4,806,024.28
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (227,484.19)</b>	<b>\$ 185,988.02</b>
<b>Water &amp; Wastewater Fund (2)</b>		
Revenues	\$ 599,677.48	\$ 4,980,447.24
Expenditures	\$ 443,993.22	\$ 4,764,429.99
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 155,684.26</b>	<b>\$ 216,017.25</b>
<b>Solid Waste Fund (3)</b>		
Revenues	\$ 156,437.59	\$ 1,878,866.60
Expenditures	\$ 122,131.01	\$ 1,710,038.55
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 34,306.58</b>	<b>\$ 168,828.05</b>
<b>Golf Course Fund (18)</b>		
Revenues	\$ 12,673.25	\$ 194,465.38
Expenditures	\$ 22,467.09	\$ 319,386.09
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (9,793.84)</b>	<b>\$ (124,920.71)</b>
<b>All Funds</b>		
Revenues	\$ 955,011.00	\$ 12,045,791.52
Expenditures	\$ 1,002,298.19	\$ 11,599,878.91
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (47,287.19)</b>	<b>\$ 445,912.61</b>



CITY OF LAMESA  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2019

01 -GENERAL FUND  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUE SUMMARY</b>						
01-TAXES		3,261,921.00	107,139.54	3,560,926.18	109.17	( 299,005.18)
02-FRANCHISES AND STREET		490,500.00	59,639.92	497,210.82	101.37	( 6,710.82)
03-PERMITS, LICENSES AND		27,000.00	1,658.05	47,369.16	175.44	( 20,369.16)
04-FINES		48,000.00	5,202.47	69,316.36	144.41	( 21,316.36)
05-RECREATIONAL AND RENTA		25,000.00	556.57	73,554.83	294.22	( 48,554.83)
06-OTHER GOVERNMENTAL AGE		284,157.00	0.00	234,829.65	82.64	49,327.35
07-TRANSFERS		0.00	0.00	0.00	0.00	0.00
08-CHARGES FOR CURRENT SE		18,200.00	59.00	22,413.65	123.15	( 4,213.65)
09-MISCELLANEOUS REVENUES		345,260.42	11,967.13	486,391.65	140.88	( 141,131.23)
19-SOURCE (CHG TO 49XXX)		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		4,500,038.42	186,222.68	4,992,012.30	110.93	( 491,973.88)

**EXPENDITURE SUMMARY**

GENERAL ADMIN SERVICES	221,279.00	17,683.57	188,963.69	85.40	32,315.31
FINANCIAL SERVICES	96,257.00	1,744.13	90,711.43	94.24	5,545.57
PERSONNEL/RISK MGT SERV	62,349.00	8,725.64	70,812.68	113.57	( 8,463.68)
COMMUNITY DEVELOPMENT SER	1,000.00	12.50	878.16	87.82	121.84
HOUSING ASSISTANCE SERV	13,032.00	8,116.73	16,117.24	123.67	( 3,085.24)
CITY COUNCIL	52,033.00	2,518.97	42,379.74	81.45	9,653.26
CITY HALL	225,635.00	4,472.51	255,944.23	113.43	( 30,309.23)
INTERGOVERNMENTAL	107,390.00	2,494.68	105,048.31	97.82	2,341.69
MUNICIPAL COURT	131,960.00	13,772.01	128,946.20	97.72	3,013.80
VEHICLE REPAIR SERVICES	36,703.00	1,529.36	30,594.55	83.36	6,108.45
VEHICLE PREVENTIVE MNT	393.00	( 97.28)	( 412.87)	105.06-	805.87
FIRE SERVICES	679,100.00	82,649.28	644,954.07	94.97	34,145.93
VOLUNTEER FIRE SERVICES	124,252.00	26,725.06	102,274.76	82.31	21,977.24
PD - GEN'L ADMIN SERV	217,108.00	16,512.19	179,319.68	82.59	37,788.32
COMMUNICATIONS SERVICES	235,625.48	19,868.72	214,944.48	91.22	20,681.00
GEN'L LAW ENFORCEMENT SER	1,260,306.86	90,262.57	1,297,271.98	102.93	( 36,965.12)
CRIMINAL INVESTIGATIONS	188,461.00	16,014.88	179,552.81	95.27	8,908.19
JUVENILE SERVICES	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL SERVICE	49,175.00	4,365.16	41,652.77	84.70	7,522.23
EMERGENCY MANAGEMENT SERV	21,400.00	60.63	12,440.36	58.13	8,959.64
NARCOTICS INTERDICTION	0.00	0.00	0.00	0.00	0.00
STREET MAINTENANCE SERV	335,305.00	19,363.22	273,716.45	81.63	61,588.55
STREET CONST/SEAL COAT	117,205.00	13,313.57	29,882.93	25.50	87,322.07
STREET CLEANING SERVICES	24,809.00	( 1,929.44)	17,058.56	68.76	7,750.44
TRAFFIC SERVICES	168,261.00	10,548.79	128,900.34	76.61	39,360.66
INSPECTION SERVICES	181,569.33	21,126.28	199,609.96	109.94	( 18,040.63)
PARK MAINTENANCE SERVICES	331,107.00	24,550.33	252,288.96	76.20	78,818.04
PARK IRRIGATION SERVICES	9,806.00	( 1,798.11)	( 20,203.21)	206.03-	30,009.21
COMMUNITY BUILDING SERV	67,450.00	2,080.49	64,357.02	95.41	3,092.98
RECREATIONAL FACILITIES	255,003.00	8,260.78	174,875.83	68.58	80,127.17

C I T Y O F L A M E S A  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2019

01 -GENERAL FUND  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
	SWIMMING POOL SERVICES	<u>80,341.00</u>	<u>759.65</u>	<u>83,143.17</u>	<u>103.49</u>	<u>( 2,802.17)</u>
	TOTAL EXPENDITURES	5,294,315.67	413,706.87	4,806,024.28	90.78	488,291.39
	REVENUES OVER/(UNDER) EXPENDITURES	( 794,277.25)	( 227,484.19)	185,988.02	23.42-	( 980,265.27)
		=====	=====	=====	=====	=====
	OTHER SOURCES (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	( 794,277.25)	( 227,484.19)	185,988.02	23.42-	( 980,265.27)
		=====	=====	=====	=====	=====

CITY OF LAMESA  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2019

02 -WATER & WASTEWATER ENTER.  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUE SUMMARY</b>						
11-OPERATING REVENUES		4,523,210.00	433,121.31	4,701,277.58	103.94	( 178,067.58)
12-NON-OPERATING REVENUES		<u>242,320.00</u>	<u>166,556.17</u>	<u>279,169.66</u>	<u>115.21</u>	<u>( 36,849.66)</u>
TOTAL REVENUES		4,765,530.00	599,677.48	4,980,447.24	104.51	( 214,917.24)
<b>EXPENDITURE SUMMARY</b>						
WATER PRODUCTION SERVICES		1,639,231.00	101,147.33	1,755,519.87	107.09	( 116,288.87)
WATER DIST/WASTEWATER SER		2,036,185.00	243,621.58	1,676,546.80	82.34	359,638.20
WASTEWATER TREATMENT SERV		922,860.00	59,860.12	901,162.54	97.65	21,697.46
ENGINEERING SERVICES		89,564.00	5,301.67	34,711.57	38.76	54,852.43
TECHNICAL SERVICES		81,863.00	6,161.05	55,636.03	67.96	26,226.97
UTILITY BILLING/COLLECT		354,716.00	27,901.47	340,853.18	96.09	13,862.82
INSPECTION SERVICES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES		5,124,419.00	443,993.22	4,764,429.99	92.98	359,989.01
REVENUES OVER/(UNDER) EXPENDITURES		( 358,889.00)	155,684.26	216,017.25	60.19-	( 574,906.25)
OTHER SOURCES (USES)		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)		( 358,889.00)	155,684.26	216,017.25	60.19-	( 574,906.25)

CITY OF LAMESA  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2019

03 -SOLID WASTE ENTERPRISE  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUE SUMMARY</b>						
05-RECREATIONAL AND RENTA		0.00	0.00	0.00	0.00	0.00
21-OPERATING REVENUES		1,829,262.00	150,992.59	1,798,292.36	98.31	30,969.64
22-NON-OPERATING REVENUES		<u>77,300.00</u>	<u>5,445.00</u>	<u>80,574.24</u>	<u>104.24</u>	<u>( 3,274.24)</u>
TOTAL REVENUES		1,906,562.00	156,437.59	1,878,866.60	98.55	27,695.40
<b>EXPENDITURE SUMMARY</b>						
SOLID WASTE COLLECTION SV		1,026,600.00	68,244.58	<u>903,278.71</u>	87.99	123,321.29
SANITARY LANDFILL SERVICE		908,276.00	32,149.82	<u>622,384.65</u>	68.52	285,891.35
SPECIALIZED COLLECTION SV		150,012.00	10,367.63	<u>103,489.59</u>	68.99	46,522.41
ENVIRONMENTAL HEALTH SERV		<u>88,889.00</u>	<u>11,368.98</u>	<u>80,885.60</u>	<u>91.00</u>	<u>8,003.40</u>
TOTAL EXPENDITURES		2,173,777.00	122,131.01	1,710,038.55	78.67	463,738.45
REVENUES OVER/(UNDER) EXPENDITURES	( 267,215.00)		34,306.58	168,828.05	63.18-	( 436,043.05)
OTHER SOURCES (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	( 267,215.00)		34,306.58	168,828.05	63.18-	( 436,043.05)

CITY OF LAMESA  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2019

18 -MUNICIPAL GOLF COURSE  
FINANCIAL SUMMARY

100.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
09-MISCELLANEOUS REVENUES		0.00	0.00	0.00	0.00	0.00
31-FEES AND DUES		<u>270,600.00</u>	<u>12,673.25</u>	194,465.38	<u>71.86</u>	<u>76,134.62</u>
TOTAL REVENUES		270,600.00	12,673.25	194,465.38	71.86	76,134.62
<u>EXPENDITURE SUMMARY</u>						
MUNICIPAL GOLF COURSE		<u>270,600.00</u>	<u>22,467.09</u>	<u>319,386.09</u>	118.03	<u>( 48,786.09)</u>
TOTAL EXPENDITURES		270,600.00	22,467.09	319,386.09	118.03	( 48,786.09)
REVENUES OVER/(UNDER) EXPENDITURES		<u>0.00</u>	<u>( 9,793.84)</u>	<u>( 124,920.71)</u>	0.00	<u>124,920.71</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)		0.00	( 9,793.84)	( 124,920.71)	0.00	124,920.71



**City of Lamesa**  
**Balance Sheet Summary**  
**As of : September 30th, 2019**

**General Fund (1)**

Assets	\$	4,061,593.55
Liabilities	\$	764,123.17

**Water & Wastewater Fund (2)**

Assets	\$	16,269,009.94
Liabilities	\$	12,353,455.73

**Solid Waste Fund (3)**

Assets	\$	3,704,979.70
Liabilities	\$	1,301,767.05

**Golf Course Fund (18)**

Assets	\$	132,724.21
Liabilities	\$	246,640.82

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

## 01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
01-1001	CASH IN BANK	1,068,302.82
01-1002	PETTY CASH	0.00
01-1003	RETURNED CHECKS	2,372.17
01-1004	TAXES RECEIVABLE-DELIQUENT	217,891.64
01-1005	TAXES RECEIVABLE CURRENT	74,644.74
01-1006	PROV. FOR UNCOLLECT TAXES	( 175,502.12)
01-1007	MISC ACCT. RECEIVABLE	2,402.35
01-1008	PROV. UNCOLLEC. ACCT/REC	( 184.11)
01-1009	PAVING LEIN RECEIVABLE	629,900.15
01-1010	UNCOLLECTABLE PAVING LEIN	( 502,291.25)
01-1011	A/R LUBBOCK TASK FORCE	( 1,886.02)
01-1012	A/R TNRCC	0.00
01-1013	OFFICE SUPPLIES INVENTORY	6,209.35
01-1014	DUE FROM DAWSON COUNTY	0.40
01-1015	CASH IN BANK - PAYROLL	( 72,325.45)
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	1,827,165.71
01-1021	CAPITAL EQUIPMENT RESERVE	0.00
01-1022	BUILDING & COMPUTER RESERVE	0.00
01-1023	DUE FROM FIRE DEPT. GRANTS	0.00
01-1024	DUE FROM JUSTICE GRANT	0.00
01-1025	DUE TO/ FROM STATE AGENCY	0.00
01-1026	DUE FROM OTHER GOVERNMENTS	0.00
01-1027	DUE TO/FROM CAPITAL PROJECT	0.00
01-1028	SALES TAX RECEIVABLE	7,273.55
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	382,828.94
01-1035	DUE FROM IMS FLEX ACCT.	6,919.54
01-1036	FRANCHISE TAX RECEIVABLE	80,806.95
01-1037	DUE FROM WASTEWATER	0.00
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	2,679.58
01-1047	PD SEIZURE FUND	15,657.27
01-1050	DUE TO/FROM RISK MGMT & SAFE	0.00
01-1055	DUE FROM INVESTMENT FUND	0.00
01-1056	DUE FROM TEXstar POOL	461,864.93
01-1060	DUE FROM ECONOMIC DEVEL	35,125.06
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

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

## 01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-1064	DUE FROM TECHNOLOGY FUND	0.00
01-1065	DUE FROM ECONOMIC DEV./AUDITOR	( 13,792.01)
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	<u>660.00</u>
		<u>4,061,593.55</u>

TOTAL ASSETS

4,061,593.55

## LIABILITIES

01-2013	PAVING LIEN REFUND PAYABLE	0.00
01-2014	SALES TAX PAYABLE	0.00
01-2015	VOUCHERS PAYABLE	262,800.81
01-2016	COMMUNITY BLDG.DEPOSITS	20,323.00
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	12,881.30
01-2021	SOCIAL SECURITY PAYABLE	10,435.74
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	25,763.68
01-2026	WORKERS COMPENSATION	( 25.00)
01-2027	AIRPORT	0.00
01-2028	OPTIONAL LIFE PAYABLE	0.00
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	290.00
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	133.00
01-2041	SALES TX DUE TO LEDC -TX COMPT	63,804.82
01-2042	DUE TO LEAP -SALES TAX	63,804.82
01-2043	TMRS EMPLOYEE BACK PAY	886.49
01-2044	FLEX SPENDING ACCT. (FSA)	( 4,546.30)
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



## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

## 01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-2050	ICMA-RC PAYABLE	0.00
01-2051	COURT BONDS PAYABLE	0.00
01-2052	COURT BUILDING SECURITY FUND	0.00
01-2053	COURT TECHNOLOGY FEE	0.00
01-2054	MVBA COLLECTIONS	455.70
01-2055	TAN I&S PRINCIPAL	0.00
01-2056	TAN I&S INTEREST	0.00
01-2057	NORTHLAND PEG FEES	0.00
01-2058	NTS PEG FEES	0.00
01-2070	GROUP INS. PRE-TAX	( 18,645.64)
01-2075	EMPLOYEE REIMB. SICK LEAVE	0.00
01-2080	DEFERRED REVENUE-PAVING	0.00
01-2081	DEFERRED REVENUE-TAXES	117,034.28
01-2082	DEFERRED REVENUE-MISC. POLICE	( 0.14)
01-2083	DEFERRED REVENUE REVITAL GRANT	0.00
01-2084	DEFERRED REVENUE- CIVIC CENTER	0.00
01-2085	AFLAC PRE-TAX	1,436.97
01-2086	DEFERRED REV.-POLICE DONATIONS	0.00
01-2087	DEFERRED REV.-COURTHOUSE PROJ.	0.00
01-2088	DEFERRED REVENUE-SWAT DONATION	0.00
01-2089	DEFERRED REVENUE/FIRE PROTECTI	0.00
01-2090	AFLAC POST TAX	636.94
01-2091	DEFERRED REV.-L.I.S.D. BUYMONE	1,286.50
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	127,608.90
01-2099	JAE FITNESS PAYABLE	( 601.75)
01-2150	ACCRUED PAYABLES	0.00
01-2160	ACCRUED PAYROLL LIABILITY	78,806.86
01-2999	PROFIT & LOSS	0.00
	TOTAL LIABILITIES	<u>764,123.17</u>
EQUITY		
=====		
01-3001	FUND BALANCE	3,111,482.36
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	<u>3,111,482.36</u>

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
	TOTAL REVENUE	4,992,012.30
	TOTAL EXPENSES	<u>4,806,024.28</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	185,988.02
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>3,297,470.38</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	4,061,593.55

02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
02-1001	CASH IN BANK	777,403.35
02-1002	CASH IN DRAWER	0.00
02-1003	DUE FROM INVESTMENTS/WATER DEP	30,257.20
02-1004	CAPITAL EQUIPMENT RESERVE	589,938.34
02-1005	W.S.G. CHGS. RECEIVABLE	263,322.61
02-10051	REFUNDS PAYABLE	488.84
02-10052	UTILITY A/R SUSPENSE	0.00
02-10053	UNAPPLIED US REVENUE	( 14,385.93)
02-10054	US GL RECON REPORT	0.00
02-10059	UNBILLED REVENUE RECEIVABLE	0.00
02-1006	PROV.FOR UNCOLLECT. ACCTS	( 45,898.76)
02-1007	INVENTORY SUPPLIES	166,470.02
02-1008	WW. TRMT PLNT .RES.INVESTMENTS	94,075.84
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	10,292,588.09
02-1015	BUILDINGS	160,263.00
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.	2,224,209.71
02-1021	FIRE HYDRANTS	0.00
02-1022	WATER SYST. DEPRECIATION	( 12,615,688.00)
02-1023	SEWER SYSTEM-LAND & LAGOO	95,540.50
02-1024	SEWAGE LIFT STATIONS	0.00
02-1025	DISPOSAL PLANT	0.00
02-1026	SEWER LINES	0.00
02-1027	SEWER SYS. DEPRECIATION	0.00
02-1028	DUE TO/FROM SOLID WASTE	0.00
02-1029	ELECTRICAL INVENTORY	0.00
02-1030	WW LIFTSTATION/LUBBOCK HWY.	491.08
02-1031	ACCOUNTS REC. - TRRA	0.00
02-1032	06 TAN ISSUANCE COSTS	13,561.24
02-1033	06 TAN AMORTIZATION	39,036.00
02-1035	DUE FROM TCDP GRANT	0.00
02-1036	DUE FROM INV. FUND-TX NOTE 06	18,621.70
02-1037	DUE TO INV. - WELLS & TOWER	401,676.43
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	( 0.71)
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)	218,055.00

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-1081	DEFERRED OUTFLOW-PENSION CONTR	25,535.00
02-1082	DEFERRED OUTFLOW-PENSION INV E	3,248.00
02-1083	L.E.D.C. PRISON TOWER REC.	0.00
		<u>16,269,009.94</u>

TOTAL ASSETS

16,269,009.94

## 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	3,054.45
02-2027	UNDEPOSITED METER DEPOSIT	0.00
02-2028	WATER DEPOSITS	270,859.98
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	1,511,529.07
02-2053	NOTES PAYABLE-WSB (NONCURREN).	0.40)
02-2054	BONDS PAYABLE - USDA	4,248,000.00
02-2055	CONTRIBUTED CAPITAL-TCDP	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 SWME - LAND PURCHASE	75,000.00
02-2059	DUE TO CAP. PROJ.-LAND PURCHAS	0.00
02-2060	AFLAC PRE-TAX	0.00
02-2061	DUE TO/FROM GOLF COURSE FUND	0.00
02-2070	GROUP INS. PRE-TAX	0.00
02-2085	AFLAC PRE-TAX	0.00
02-2090	AFLAC POST TAX	0.00
02-2095	VISION INS. PAYABLE	0.42

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

## 02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-2160	ACCRUED PAYROLL LIABILITY	27,642.79
02-2900	CURRENT PORTION 91 C.O.'S	0.00
02-2901	CURRENT PORTION - USDA	83,000.00
02-2902	CURRENT PORTION-2006 TAN	0.00
02-2903	CURRENT PORTION-CAT FINANCE	0.00
02-2904	LEASE PAYABLE-AAIG (CURRENT)	128,887.00
02-2905	NOTES PAYABLE-WSB (CURRENT)	( 0.33)
02-2906	NOTES PAYABLE-SOUTH PLAINS COM	0.00
02-2909	TAX NOTE 2013 - ST	104,000.00
02-2910	TAX NOTE 2013 L-T	106,000.00
02-2911	CURRENT PORTION COMP ABSE	2,272.80
02-2912	TAX NOTE 2013-A L-T	152,000.00
02-2913	TAX NOTE 2013A - S-T	155,000.00
02-2914	TAX NOTE 2014 L-T	0.00
02-2915	TAX NOTE 2014 S-T	103,535.00
02-2920	DEFERRED REV-LIFTSTATION PROJ.	0.00
02-2925	CONJ. USE SERIES 2011-NONCURRE	1,256,574.00
02-2926	CONJ USE SERIES 2011-CURRENT	82,209.00
02-2927	REFUNDING 2010 - NON CURRENT	14,336.00
02-2928	REFUNDING SERIES 2010-CURRENT	26,382.00
02-2929	RECLAMATION 2010 - NON CURRENT	0.00
02-2930	RECLAMATION 2010 - CURRENT	0.00
02-2931	GROUNDWATER 2009-NON CURRENT	246,227.00
02-2932	GROUNDWATER 2009 - CURRENT	0.00
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	840,136.00
02-2938	GROUNDWATER 2012-CURRENT	28,402.00
02-2939	2014 BOND (2005) ST	86,724.00
02-2940	2014 BOND (2005) LT	36,866.00
02-2941	2014 PREMIUM (2005)	9,079.00
02-2942	2014 BOND (2006) ST	52,015.00
02-2943	2014 BOND (2006) LT	475,447.00
02-2944	2014 PREMIUM (2006)	73,088.00
02-2945	2017 BACKHOE LOADER LT	54,139.00
02-2946	2017 BACKHOE LOADER ST	16,938.00
02-2950	DEFERRED OUTFLOW-PENSION	111,991.00
02-2999	PROFIT & LOSS	0.00
	TOTAL LIABILITIES	<u>12,353,455.73</u>
EQUITY		
=====		
02-3001	FUND BALANCE	3,699,536.96
02-3002	RESERVE-UTILITY SYSTEM IMPROV	0.00
02-3010	C.O. INTEREST	0.00
02-3012	TAN INTEREST	0.00
	TOTAL BEGINNING EQUITY	<u>3,699,536.96</u>

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

02 -WATER &amp; WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
TOTAL REVENUE		4,980,447.24
TOTAL EXPENSES		<u>4,764,429.99</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		216,017.25
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,915,554.21</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		16,269,009.94
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## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
03-1001	CASH IN BANK	1,030,297.26
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	104,635.65
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	121,878.57
03-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
03-1011	GARBAGE CHG. RECEIVABLE	109,961.17
03-1012	UNCOLLECTIBLE GARB.CHGS.	( 34,563.37)
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.	5,098,125.35
03-1020	DUE FROM INVESTMENT FUND	0.00
03-1021	CAPITAL EQUIPMENT RESERVE	46,826.52
03-1022	POST CLOSURE RESERVE	637,776.39
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	( 6,156,442.73)
03-1080	NET PENSION ASSET (LIABILITY)	124,449.00
03-1081	DEFERRED OUTFLOW-PENSION CONTR	14,573.00
03-1082	DEFERRED OUTFLOW-PENSION INV	<u>1,854.00</u>
		<u>3,704,979.70</u>
TOTAL ASSETS		3,704,979.70

**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	4,700.74
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	548,301.66
03-2052	OUTSOURCE LEASE-MAD VAC S-T	0.00

## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

## 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	0.00
03-2098	N/P CATERPILLAR (BACKHOE) ST	0.00
03-2160	ACCRUED PAYROLL LIABILITY	19,583.22
03-2165	N/P MACK TRUCK W/ SIDELOAD -LT	132,035.00
03-2166	N/P MACK TRUCK W/ SIDELOAD -ST	41,153.00
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	11,427.00
03-2907	LT - CATERPILLAR LOADER 2015	101,113.00
03-2908	ST-CATERPILLAR BULL DOZER 2015	40,520.00
03-2909	LT-CATERPILLAR BULL DOZER 2015	41,634.00
03-2910	TAX NOTE 2012 - LT	145,700.00
03-2911	TAX NOTE 2012 - ST	0.00
03-2912	2016 MACK DUMP TRUCK - LT	45,513.00
03-2913	2016 MACK DUMP TRUCK - ST	44,190.00
03-2950	DEFERRED INFLOW-PENSION	63,916.00
	TOTAL LIABILITIES	<u>1,301,767.05</u>
EQUITY		
03-3001	FUND BALANCE	2,127,156.42
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	<u>2,234,384.60</u>
	TOTAL REVENUE	1,878,866.60
	TOTAL EXPENSES	<u>1,710,038.55</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	168,828.05
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>2,403,212.65</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	<u>3,704,979.70</u>



## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2019

18 -MUNICIPAL GOLF COURSE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
18-1001	CASH	( 140,524.08)
18-1002	MEMORIAL FUND	1,875.00
18-1005	GOLF FEES RECEIVABLE	39,400.45
18-1006	ALLOWANCE FOR BAD DEBTS	( 30,326.00)
18-1020	LAND IMPROVEMENTS	79,362.32
18-1021	EQUIPMENT	326,363.08
18-1022	DEPRECIATION	( 204,510.83)
18-1023	BUILDINGS & IMPROVEMENTS	25,634.27
18-1028	SALES TAX RECEIVABLE	0.00
18-1030	DUE TO/FROM WATER FUND	0.00
18-1080	NET PENSION ASSET (LIABILITY)	31,317.00
18-1081	DEFERRED OUTFLOW-PENSION CONTR	3,667.00
18-1082	DEFERRED OUTFLOW-PENSION INV.	<u>466.00</u>
		<u>132,724.21</u>
TOTAL ASSETS		132,724.21
<b>LIABILITIES</b>		
18-2010	DUE TO/FROM GENERAL FUND	0.00
18-2013	NOTES PAYABLE-OUTSOURC/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	10,489.11
18-2160	ACCRUED PAYROLL LIABILITY	3,365.50
18-2902	RANGE BALL SERVER -ST PORTION	0.00
18-2903	PNC GOLF CAR LEASE - LT	61,497.00
18-2904	PNC GOLF CAR LEASE - ST	11,027.00
18-2906	RANGE BALL SERVER- LT PORTION	12,216.00
18-2907	TORO MOWER LT	32,576.00
18-2950	DEFERRED INFLOW-PENSION	<u>16,084.00</u>
TOTAL LIABILITIES		<u>246,640.82</u>
<b>EQUITY</b>		
18-3001	FUND BALANCE	<u>11,004.10</u>
TOTAL BEGINNING EQUITY		11,004.10
TOTAL REVENUE		194,465.38
TOTAL EXPENSES		<u>319,386.09</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		( 124,920.71)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		( <u>113,916.61</u> )
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		132,724.21

# ***City Council Agenda***

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

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 20**

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

### **SUMMARY STATEMENT**

Finance Director to report on the City's investments through the 4<sup>th</sup> quarter of FY 2018/2019.

### **COUNCIL ACTION**

No action is required.

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

Finance Director will provide report at City Council meeting.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 21**

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

## **SUMMARY STATEMENT**

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

## **COUNCIL ACTION**

No City Council action required.

## **CITY MANAGER'S MEMORANDUM**

City Staff will provide reports at City Council meeting.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 22**

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

## **SUMMARY STATEMENT**

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

## **COUNCIL ACTION**

No City Council action required.

# ***City Council Agenda***

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

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 23**

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**SUBJECT: MAYORS REPORT**

**SUBMITTED BY: Mayor**

### **SUMMARY STATEMENT**

City Mayor to report on future plans and goals.

### **COUNCIL ACTION**

No City Council action required.

# ***City Council Agenda***

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

**DATE OF MEETING: OCTOBER 15, 2019**

**AGENDA ITEM: 24**

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**ADJOURNMENT:** Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **November 19, 2019**, at 5:30 P.M."