



CITY COUNCIL AGENDA

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

1. **CALL TO ORDER:**
2. **INVOCATION:**
3. **CONSENT AGENDA:** All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
 - a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on December 18, 2018.
 - b. **BILLS FOR DECEMBER 2018:** Approval of the bills paid by the City of Lamesa for the months of December, 2018.
 - c. **RE-APPOINTMENTS: TO BOARDS**
 - **RE-APPOINTMENT –LAMESA MUNICIPAL AIRPORT:** Consider re-appointing Harold Holladay to the Lamesa-Municipal Airport Board, for a three (3) year term ending on December 2021(City Appointee).
 - **RE-APPOINTMENT –LAMESA MUNICIPAL AIRPORT:** Consider re-appointing Tommy Reeves to the Lamesa-Municipal Airport Board, for a three (3) year term ending on December 2021(County Appointee).
4. **LEDC/LEAP QUARTERLY REPORT:** City Council to hear from LEDC/LEAP Executive Director Sean Overeynder regarding LEDC/LEAP Quarterly Report/Year in Review. *(LEDC/LEAP Director)*
5. **CRMWA UPDATE:** City Council to hear presentation from Cris Norris on Canadian River Municipal Water Authority future water projects and acquisitions. *(Cris Norris)*
6. **2019 GENERAL ELECTION:** Consider passing a Resolution ordering and establishing procedures for the City of Lamesa General Election to be held on May 4, 2019. *(City Secretary)*
7. **RESOLUTION OF THE CITY OF LAMESA TEXAS REGARDING A JOINT ELECTION WITH LAMESA INDEPENDENT SCHOOL DISTRICT AND DAWSON COUNTY HOSPITAL DISTRICT:** Consider passing a resolution approving a Joint Election Agreement between the Lamesa Independent School District, Dawson County Hospital District, and the City of Lamesa to share the use of Forrest Park Community Center at 814 S. Houston, Lamesa, Texas for holding elections on May 4, 2019. *(City Secretary)*
8. **BUDGET AMENDMENT II:** Consider amending Ordinance O-14-18 on Second reading with respect to October 1, 2018. *(City Manager & Finance Director)*

9. **LISD REQUEST FOR CITY TO VACATE LAND:** City Council to consider passing an Ordinance on Second reading that the dedicated public right-of-ways, alleys, roadways and streets described in Exhibit "A" in the body of this Ordinance are no longer needed for the right-of-way purposes and for the public use and it would be beneficial for the public interest to close such dedicated public right-of-way, alleys, roadways and streets and for public use. *(City Manager)*
10. **CALL FOR BIDS FOR PROPOSALS FOR LEASE OF CITY FARMLAND** –City Council to call for bids for lease of City farmland of up to 150 acres of land for the Water and Wastewater Department. Said contract farming to include the raising of alfalfa crops on City owned land, utilizing City supplied effluent water on a crop schedule to be determined by the City.)
11. **TELECOMMUNICATIONS SERVICES AGREEMENT (MANDRY TECHNOLOGY SOLUTIONS, LLC.):** City Council to consider entering into a 36 month Telecommunications Services Agreement with Clarative Communications to provide designated telecommunications services to City Fire Stations, including Broadband Internet, SDWAN and Failover, as managed under Mandry Technology Services at favorable pricing and award contract. *(City Manager)*
12. **OPEN REQUESTS FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR 2018 CDBG GRANT:** City Council to open requests for Qualification for Engineering Services for 2018 CDBG Grant. *(City Manager)*
13. **PROCUREMENT OF ENGINEERING SERVICES FOR 2018 CDBG GRANT** City Council to approve a Resolution awarding Engineering Services contract for 2018 CDBG Grant.
14. **BUDGET AMENDMENT III:** Consider amending Ordinance O-14-18 on First reading with respect to October 1, 2018. *(City Manager & Finance Director)*
15. **APPROVE PURCHASE OF TWO POLICE VEHICLES:** City Council to approve the purchase of two police vehicles from MHQ of New Mexico. (utilizing ESC 19 Purchasing Cooperative) *(City Manager)*
16. **RESOLUTION REGARDING A FINANCING AGREEMENT WITH GOVERNMENT CAPITAL CORPORATION FOR LEASE PURCHASE OF TWO POLICE VEHICLE:** City Council to consider entering into a financing agreement with Government Capital Corporation for the purpose of procuring a "Police Vehicle and Related Equipment." *(City Manager and Finance Director)*
17. **"CONSIDER/DISCUSS/APPROVE A RESOLUTION ADOPTING NECESSARY CIVIL RIGHTS AND FAIR HOUSING POLICIES":** City council to consider/discuss/approve a Resolution adopting the attached policies in connection with the City of Lamesa, Texas participation in Federally Funded Community Block Grant (CDBG) projects and adherence to the regulations described therein. *(City Manager)*
18. **"CONSIDER AND TAKE NECESSARY ACTION TO ADOPT A RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES FOR THE CDBG 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 Texas Community Development Block Grant Program (TxCDBG) contract number 7218280. *(City Manager)*

19.CITY STAFF REPORTS:

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

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

21.INVESTMENT REPORT: Finance Director to report on City's investments through the 1st quarter of FY 2018/2019.

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

23.MAYORS REPORT: Mayor to report on current activities and to answer questions from City Council.

24.CLOSED SESSION: Consider convening into closed Executive Session with the City Council of the City of Lamesa, Texas for the following:

SEC. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

A governmental body may not conduct a private consultation with its attorney except:

1. When the governmental body seeks the advice of its attorney about:
 - a. Pending or contemplated litigation; or
 - b. A settlement offer; or
2. On a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

SEC. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- a. To discuss the acquisition of real property from the City of Lamesa by the Lamesa Economic Development Corporation and/or the Lamesa Economic Alliance Project for its fair market value.

SEC. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting:

- a. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

- b. To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

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




Open Meetings Information



CLOSED MEETINGS

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

PUBLIC PARTICIPATION

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

MEETING ACCESSIBILITY

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

Contact: Betty Conde at 806-872-4322

✉ 601 South First Street, Lamesa, Texas 79331

☎ **Telephone - (806) 872-4322**

☎ **Fax - (806) 872-4338**

CERTIFICATION OF NOTICE



I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at **4:45 p.m., January 11, 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: JANUARY 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/MAYOR PRO-TEM
MARIE. BRISENO	Council Member – District 2
RICK MORENO	Council Member – District 3
JASON MORENO	Mayor Pro-tem/ - District 4
BOBBY G. GONZALES	Council Member – District 5
DOUG MORRIS	Council Member – District 6

City Staff members present at the meeting:

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

Members of the press present at the meeting:

Members of the public present at the meeting:

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



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 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 meeting held on December 18, 2018.
- b. **BILLS FOR DECEMBER 2018:** Approval of the bills paid by the City of Lamesa for the month of December 2018.
- c. **RE-APPOINTMENT: TO BOARDS:**
 - **RE-APPOINTMENT –LAMESA MUNICIPAL AIRPORT:** Consider re-appointing Harold Holladay to the Lamesa-Municipal Airport Board, for a three (3) year term ending on December 2021(City Appointee).
 - **RE-APPOINTMENT –LAMESA MUNICIPAL AIRPORT:** Consider re-appointing Tommy Reeves to the Lamesa-Municipal Airport Board, for a three (3) year term ending on December 2021(County Appointee).

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve Item 3 a, b and c. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

CITY MANAGER'S MEMORANDUM

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

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

MINUTES OF THE CITY COUNCIL REGULARLY CALLED MEETING:

December 18, 2018

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

CALL TO ORDER: Mayor Stevens announced that the meeting was being held in accordance with the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551), and that discussion and actions are limited to the agenda items as posted. A quorum being present as evidenced by the presence 7 the Council Members were present:

JOSH STEVENS	MAYOR
ARRIVED @5:40 BRANT STEWART	COUNCIL MEMBER-DISTRICT 1/MAYOR PRO-TEM
MARIE BRISENO	COUNCIL MEMBER – DISTRICT 2
RICK MORENO	COUNCIL MEMBER – DISTRICT 3
JASON MORENO	COUNCILMEMBER– DISTRICT 4
BOBBY GONZALES	COUNCIL MEMBER – DI
DOUG MORRIS	COUNCIL DISTRICT 6

City staff members present at the meeting:

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

Members of the press present at the meeting:

Herrel Hallmark

Members of the public present at the meeting:

Dale Alwan	Terri Stahl	Mike Lopez
Larry Duyck	Victor Dimas	Dionicio Garza Jr
Wayne Chapman	Sandy Trevinio	

INVOCATION: Bobby Gonzales

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

- a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on November 13, 2018.
- b. **BILLS FOR OCTOBER AND NOVEMBER 2018:** Approval of the bills paid by the City of Lamesa for the months October and November 2018.
- c. **RE-APPOINTMENT: TO BOARDS RE-APPOINTMENT – ZONING BOARD OF ADJUSTMENT:** Consider re-appointing John Hegi to the Zoning Board of Adjustment for a 2-year term ending on December 31, 2020.
- d. **LIVESTOCK PERMIT RENEWALS:** Consider renewal of livestock permits for calendar year 2019.

RE-APPOINTMENT – ZONING BOARD OF ADJUSTMENT: Consider re-appointing Richard Leonard to the Zoning Board of Adjustment for a 2-year term ending on December 31, 2020.

RE-APPOINTMENT – ZONING BOARD OF ADJUSTMENT: Consider re-appointing Scott Seymour as an Alternate Member to the Zoning Board of Adjustment for a 2-year term ending on December 31, 2020.

APPOINTMENT – ZONING BOARD OF ADJUSTMENT: Consider appointing Kim Bairrington to the Zoning Board of Adjustment for a 2-year term ending on December 31, 2020. Kim Bairrington has served recently as an alternate for this board.

RE-APPOINTMENT – ZONING BOARD OF ADJUSTMENT: Consider re-appointing Jenkin Ortiz to the Zoning Board of Adjustment for a 2-year term ending on December 31, 2020.

RE-APPOINTMENT – ZONING BOARD OF ADJUSTMENT: Consider re-appointing Bob Henderson to the Zoning Board of Adjustment for a 2-year term ending on December 31, 2020.

RE-APPOINTMENT – ELECTRICAL BOARD MEMBER: Consider re-appointing Mike Johnson to the Electrical Board, for a two (2) year term ending on December 2020. *(Mr. Johnson's term expired December 2018 Mr. Johnson has agreed to serve.)*

RE-APPOINTMENT – ELECTRICAL BOARD MEMBER: Consider re-appointing Hector Cantu to the Electrical Board, for a two (2) year term ending on December 2020. *(Mr. Cantu's term expired December 2018. Mr. Cantu has agreed to serve.)*

RE-APPOINTMENT – ELECTRICAL BOARD MEMBER: Consider re-appointing Ken Wiley to the Electrical Board, for a two (2) year term ending on December 2020. *(Mr. Wiley's term expired December 2018. Mr. Wiley has agreed to serve.)*

RE-APPOINTMENT – ELECTRICAL BOARD MEMBER: Consider re-appointing Robert Borella to the Electrical Board, for a two (2) year term ending on December 2020. *(Mr. Borella's term expired December 2018. Mr. Borella has agreed to serve.)*

RE-APPOINTMENT – ELECTRICAL BOARD MEMBER: Consider-appointing Scott Runge to the Electrical Board, for a two (2) year term ending on December 2020. *(Mr. Runge has agreed to serve.)*

RE-APPOINTMENT – PLUMBING APPEALS AND ADVISORY BOARD MEMBER: Consider re-appointing Ricky Perez to the Plumbing Board, for a four (4) year term ending on December 2022. *(Mr. Perez term expired December 2018. Mr. Perez has agreed to serve.)*

RE-APPOINTMENT – LAMESA ECONOMIC DEVELOPMENT CORPORATION MEMBER: Consider re-appointing Bryan Nowlin to the Lamesa Economic Development Corporation, for a two (2) year term ending on December 2020. *(Mr. Nowlin's term expires December 2018. Mr. Nowlin has agreed to serve.)*

RE-APPOINTMENT – LAMESA ECONOMIC ALLIANCE PROJECT MEMBER: Consider re-appointing Bryan Nowlin to the Lamesa Economic Alliance Project for a two (2) year term ending on December 2020. *(Mr. Nowlin's term expires December 2018. Mr. Nowlin has agreed to serve.)*

RE-APPOINTMENT – LAMESA-DAWSON COUNTY MUSEUM ASSOCIATION MEMBER: Consider re-appointing Arthur Pedroza to the Lamesa-Dawson County Museum Association Board, for a three (3) year term ending on December 2021. *(Mr. Pedroza's term expires December 2018. Mr. Pedroza has agreed to serve.)*

RE-APPOINTMENT – West Texas Opportunities, Inc: Consider re-appointing Marie Briseno to West Texas Opportunities, Inc., for a three (5) year term ending on December 2023. *(Marie. Briseno term expires December 2018. Marie Briseno has agreed to serve.)*

LIVESTOCK PERMIT RENEWALS: Consider renewal of livestock permits for calendar year 2019.

- **Landfill Tract:** (Landfill property) for keeping 9 calves and 3 cows upon application of Sam Leal
- **1006 South East 8th Street:** for keeping 4 horses and 1 donkey upon application of Steve Alexander
- **1708 South 8th:** for keeping 6 goats or sheep and 3 cows upon application of Keith Carter

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

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

LEDC/LEAP QUARTERLY REPORT: City Council to hear from LEDC/LEAP Executive Director Sean Overeynder regarding LEDC/LEAP Quarterly Report/Year in Review.

Move to January Agenda

REQUEST BY COALITION AGAINST BIGGER TRUCKS(CABT): City Council to disapprove truck size and weight increases in Permian Basin.

VOTING: "AYE" 7 "NAY" "ABSTAIN"

Brant Stewart arrived at 5:40

PUBLIC HEARING REGARDING 2019 TxCDBG APPLICATION: The public hearing is in regard to the submission of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant Program (TxCDBG) grant. The purpose of this meeting is to allow citizens an opportunity to discuss the citizens' participation plan, the development of local housing and community development needs, the amount of TxCDBG funding available, all eligible TxCDBG activities and the use of past TxCDBG funds. The City encourages citizens to participate in the development of this TxCDBG application and to make their views known at this public hearing.

The Mayor will ask if anyone wishes to speak in regard to the submission of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant Program.

No one spoke(The public hearing started @5:56 and ended @ 5:57).

AWARD REDISTRICTING SERVICES CONTRACT: City Council to award Redistricting Services contract.

Motion by Council Member Morris to award Redistricting Services contract to Allison, Bass & Magee, L.L.P. at \$12,000. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 1 "ABSTAIN"

AWARD CONTRACT FOR ADA RESTROOM RENOVATION AT CITY HALL: Council to award contract for ADA restroom renovation.

Motion by Council Member Stewart to award contract for ADA restroom renovation to Rick Moreno. Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

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

Rick Moreno Council member District 3 stepped down he was awarded the contract.

OPEN REQUESTS FOR PROPOSAL FOR JANITORIAL SERVICES CONTRACT FOR CITY HALL AND POLICE DEPARTMENT AND AWARD CONTRACT: City Council to award contract for janitorial services for City Hall and Police Department.

Motion by Council Member Jason Moreno to award contract for janitorial services for City Hall and Police Department to Norman Garza at \$1300. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" "ABSTAIN" 1

OPEN REQUESTS FOR PROPOSAL FOR CITY DEPOSITORY AND AWARD CONTRACT: City Council to open requests for proposal for city depository and award contract.

Motion by Council Member Gonzales to approve Lamesa National Bank for city depository and awarded contract to Lamesa National Bank. Motion seconded by Council Member Morris and upon being put to a vote the motion passed.

VOTING: "AYE" 7 "NAY" "ABSTAIN"

OPEN REQUESTS FOR QUALIFICATIONS FOR LEGAL SERVICES FOR CHARTER COMMISSION AND AWARD CONTRACT: City Council to open Requests for Qualifications for professional Legal Services for the facilitation of the City of Lamesa's Citizen Charter Commission and award contract.

Passed on item #11(No responses)

BUDGET AMENDMENT II: Consider amending Ordinance O-14-18 on First reading with respect to October 1, 2018.

Motion by Council Member Gonzales to consider amending Ordinance No.O-14-18 on First reading with respect to October 1, 2018. Motion seconded by Council Member Jason Moreno and upon being put to a vote the motion passed.

VOTING: "AYE" 7 "NAY" "ABSTAIN"

LISD REQUEST FOR CITY TO VACATE LAND: City Council to consider passing an Ordinance on First reading that the dedicated public right-of -ways, alleys, roadways and streets described in Exhibit "A" in the body of this Ordinance are no longer needed for the right-of-way purposes and for the public use and it would be beneficial for the public interest to close such dedicated public right-of-way, alleys, roadways and streets and for public use.

Motion by Council Member Stewart to consider passing an Ordinance on First reading that the dedicated public right-of -ways, alleys, roadways and streets described in Exhibit "A" in the body of this Ordinance are no longer needed for the right-of-way purposes and for the public use and it would be beneficial for the public interest to close such dedicated public right-of-way, alleys, roadways and streets and for public use. Motion seconded by Council Member Briseno and upon being put to a vote the motion passed.

VOTING: "AYE" 7 "NAY" "ABSTAIN"

APPROVAL OF ENGINEERING SERVICES FOR CITY OF LAMESA 2019 WASTEWATER TREATMENT PLANT PERMIT RENEWAL: City Council to consider approving a contract with Parkhill, Smith and Cooper to develop and submit the City's 2019 Wastewater Permit Renewal to TCEQ.

Motion by Council Member Gonzales to. approve a contract with Parkhill, Smith and Cooper to develop and submit the City's 2019 Wastewater Permit Renewal to TCEQ. Motion seconded by Council Member Jason Moreno and upon being put to a vote the motion passed.

VOTING: "AYE" 7 "NAY" "ABSTAIN"

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

Moved to January agenda

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

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

- a. City Hall Closed for Christmas – December 24 & 25, 2018 (Closed on Monday and Tuesday)
- b. City Hall Closed for New Year's Day – December 31, 2018 and January 1, 2019 (Closed on Monday and Tuesday)

MAYORS REPORT: Mayor to report on current activities.

CLOSED SESSION: Consider convening into closed Executive Session with the City Council of the City of Lamesa, Texas for the following:

SEC. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- a. To discuss the acquisition of real property from the City of Lamesa by the Lamesa Economic Development Corporation and/or the Lamesa Economic Alliance Project for its fair market value.

SEC. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting:

- a. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

- b. To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Passed on agenda #19

ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be JANUARY 15, 2018 at 5:30 P.M.*

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

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

1-09-2019 6:38 PM		D E T A I L L I S T I N G				PAGE: 1						
FUND : 01 -GENERAL FUND						PERIOD TO USE: Dec-2018 THRU Dec-2018						
DEPT : N/A						ACCOUNTS: 1001 THRU 1001						
POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====	AMOUNT=====	=====	BALANCE=====

1001		CASH IN BANK										

2/03/18	12/03	A15381	CHK: 197591	15130	POSTMASTER		3390			1,500.00CR		1,500.00CR
2/03/18	12/03	A15382	CHK: 197592	15130	TML-IEBP		3843			36,844.20CR		38,344.20CR
2/03/18	12/03	A15383	CHK: 197593	15130	ROBERT RAMIREZ		5370			60.00CR		38,404.20CR
2/03/18	12/03	A15384	CHK: 197594	15130	VERIZON WIRELESS		5969			1,519.61CR		39,923.81CR
2/03/18	12/03	A15386	CHK: 197596	15130	TOMMY ARGUIJO		5988			22.08CR		39,945.89CR
2/03/18	12/03	A15387	CHK: 197597	15130	SHAWNA BURKHART		6184			54.63CR		40,000.52CR
2/03/18	12/03	A15388	CHK: 197598	15131	DAWSON CO. LIBRARY		1611			630.00CR		40,630.52CR
2/03/18	12/03	A15389	CHK: 197599	15131	HENRY NORRIS AGENCY,. IN		3190			1,041.66CR		41,672.18CR
2/03/18	12/03	A15390	CHK: 197600	15131	SOUTH PLAINS PUBLIC HEAL		3730			2,455.22CR		44,127.40CR
2/03/18	12/03	A15391	CHK: 197601	15131	VOLUNTEER FIRE DEPARTMEN		4090			400.00CR		44,527.40CR
2/03/18	12/03	A15392	CHK: 197602	15131	DUYCK LARRY		5777			200.00CR		44,727.40CR
2/03/18	12/03	A15393	CHK: 197603	15131	DALE ALWAN		5983			200.00CR		44,927.40CR
2/03/18	12/03	A15394	CHK: 197604	15131	BOB THOMAS		5984			200.00CR		45,127.40CR
2/03/18	12/03	A15395	CHK: 197605	15131	JASON WILEY		6025			200.00CR		45,327.40CR
2/03/18	12/03	A15396	CHK: 197606	15131	CORBIN SAENZ		6350			200.00CR		45,527.40CR
2/03/18	12/03	A15397	CHK: 197607	15131	STEVE ALEXANDER		6356			200.00CR		45,727.40CR
2/03/18	12/03	A15398	CHK: 197608	15131	JEROMY DAWSON		6457			200.00CR		45,927.40CR
2/03/18	12/03	A15399	CHK: 197609	15131	ERNESTO ENRIQUEZ		6532			200.00CR		46,127.40CR
2/03/18	12/03	A15400	CHK: 197610	15131	FRANCISCO VARGAS SANCHEZ		6549			200.00CR		46,327.40CR
2/03/18	12/03	A15401	CHK: 197611	15131	ASHTIN SUFIENTES		6564			200.00CR		46,527.40CR
2/03/18	12/03	A15402	CHK: 197612	15131	ALEJANDRO ESPARZA		6568			200.00CR		46,727.40CR
2/03/18	12/03	A15405	CHK: 197613	15135	DACO		1580			65,000.00CR		111,727.40CR
2/04/18	12/04	A15656	CHK: 197614	15142	MICHAEL LOPEZ		1			275.00CR		112,002.40CR
2/04/18	12/04	A15657	CHK: 197615	15142	NINFA PADILLA		1			50.00CR		112,052.40CR
2/04/18	12/04	A15658	CHK: 197616	15142	MELIANA OLVERA		1			50.00CR		112,102.40CR
2/04/18	12/04	A15659	CHK: 197617	15142	CONSOLIDATED SPECIAL FUN		1517			12,900.00CR		125,002.40CR
2/04/18	12/04	A15660	CHK: 197618	15142	THYSENKRUPP ELEVATOR CO		5638			898.34CR		125,900.74CR
2/04/18	12/04	A15661	CHK: 197619	15142	SANCHEZ, MARK		5805			51.00CR		125,951.74CR
2/04/18	12/04	A15662	CHK: 197620	15142	WEST TEXAS GRAPHICS		6315			16.00CR		125,967.74CR
2/04/18	12/04	A15663	CHK: 197621	15142	MICHAEL LOPEZ		6441			242.74CR		126,210.48CR
2/04/18	12/04	A15664	CHK: 197622	15136	ADVANCED ANALYSIS, INC		1022			620.00CR		126,830.48CR
2/04/18	12/04	A15665	CHK: 197623	15136	COPE SAND & GRAVEL		1520			961.00CR		127,791.48CR
2/04/18	12/04	A15666	CHK: 197624	15136	GALLS/QUARTERMASTER		1967			127.05CR		127,918.53CR
2/04/18	12/04	A15667	CHK: 197625	15136	GIBBS PRINTING		2030			190.96CR		128,109.49CR
2/04/18	12/04	A15668	CHK: 197626	15136	LAMESA BEARING, INC.		2480			14.00CR		128,123.49CR
2/04/18	12/04	A15669	CHK: 197627	15136	LAMESA STEAM LAUNDRY		2640			19.50CR		128,142.99CR
2/04/18	12/04	A15670	CHK: 197628	15136	LYNTEGAR ELECTRIC COOPER		2728			268.73CR		128,411.72CR
2/04/18	12/04	A15671	CHK: 197629	15136	PARKHILL,SMITH & COOPER,		3263			2,600.00CR		131,011.72CR
2/04/18	12/04	A15672	CHK: 197630	15136	S & C OIL COMPANY, INC.		3575			200.77CR		131,212.49CR
2/04/18	12/04	A15673	CHK: 197631	15136	SHARE CORPORATION		3705			4,133.64CR		135,346.13CR
2/04/18	12/04	A15674	CHK: 197632	15136	SOUTH PLAINS COMMUNICATI		3729			2,240.00CR		137,586.13CR
2/04/18	12/04	A15675	CHK: 197633	15136	STANDARD INSURANCE CO		3782			1,057.72CR		138,643.85CR
2/04/18	12/04	A15676	CHK: 197634	15136	SALAZAR JANITORIAL SERVI		4610			900.00CR		139,543.85CR

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FUND	: 01 -GENERAL FUND		PERIOD TO USE: Dec-2018 THRU Dec-2018						
DEPT	: N/A		ACCOUNTS: 1001 THRU 1001						
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001			CASH IN BANK			* (CONTINUED) *			
2/04/18	12/04	A15677	CHK: 197635	15136	MANDRY TECHNOLOGY SOLUTI	5160		1,671.62CR	141,215.47CR
2/04/18	12/04	A15678	CHK: 197636	15136	AUSTIN TURF & TRACTOR	5685		61.89CR	141,277.36CR
2/04/18	12/04	A15679	CHK: 197637	15136	FRANKLIN & SON, INC.	5840		404.86CR	141,682.22CR
2/04/18	12/04	A15680	CHK: 197638	15136	CONTROL CONCEPTS, INC.	5901		5,775.00CR	147,457.22CR
2/04/18	12/04	A15681	CHK: 197639	15136	AMERICAN SAFETY & SUPPLY	6099		1,249.87CR	148,707.09CR
2/04/18	12/04	A15684	CHK: 197642	15136	SIERRA SPRINGS	6114		96.40CR	148,803.49CR
2/04/18	12/04	A15685	CHK: 197643	15136	ABCO FIRE PROTECTION, IN	6160		1,084.22CR	149,887.71CR
2/04/18	12/04	A15686	CHK: 197644	15136	SUMMIT TRUCK GROUP	6252		1,308.76CR	151,196.47CR
2/04/18	12/04	A15687	CHK: 197645	15136	COSTCO	6265		344.33CR	151,540.80CR
2/04/18	12/04	A15688	CHK: 197646	15136	SIGN DESIGN	6334		130.00CR	151,670.80CR
2/04/18	12/04	A15689	CHK: 197647	15136	AMBER CLANTON	6572		49.27CR	151,720.07CR
2/04/18	12/04	A15690	CHK: 197648	15136	L. HOWARD CONSTRUCTION,	6657		36,203.70CR	187,923.77CR
2/06/18	12/06	A15691	CHK: 000000	15156	INTERNAL REVENUE SERVICE	5832		1,128.96CR	189,052.73CR
2/06/18	12/06	A15692	CHK: 197649	15156	PAYROLL FUND	3270		6,300.00CR	195,352.73CR
2/06/18	12/06	A15706	CHK: 197664	15153	MANDRY TECHNOLOGY SOLUTI	5160		8,555.00CR	203,907.73CR
2/06/18	12/06	A15707	CHK: 197665	15153	DIMAS, VICTOR	5749		142.42CR	204,050.15CR
2/06/18	12/06	A15708	CHK: 197666	15153	KANDACE SCOTT	6498		150.00CR	204,200.15CR
2/06/18	12/06	A15709	CHK: 197667	15153	JESUS REYNA	6698		400.00CR	204,600.15CR
2/06/18	12/06	A15710	CHK: 197668	15153	ARMSTRONG PLUMBING, AIR	6699		20,130.00CR	224,730.15CR
2/06/18	12/06	A15711	CHK: 197650	15155	CASSANDRA TEAGUE	1		150.00CR	224,880.15CR
2/06/18	12/06	A15712	CHK: 197651	15155	TYLER TECHNOLOGIES, INC.	2310		23,528.74CR	248,408.89CR
2/06/18	12/06	A15713	CHK: 197652	15155	LAMESA PRESS REPORTER	2590		558.00CR	248,966.89CR
2/06/18	12/06	A15714	CHK: 197653	15155	AMERICAN EXPRESS	4880		6,876.21CR	255,843.10CR
2/06/18	12/06	A15717	CHK: 197656	15155	GEMPLER'S	5080		144.08CR	255,987.18CR
2/06/18	12/06	A15718	CHK: 197657	15155	MANDRY TECHNOLOGY SOLUTI	5160		1,782.86CR	257,770.04CR
2/06/18	12/06	A15719	CHK: 197658	15155	ROADMASTER DIESEL SERVIC	5728		1,480.99CR	259,251.03CR
2/06/18	12/06	A15720	CHK: 197659	15155	NORTH CEDAR OUTLET	5974		29.00CR	259,280.03CR
2/06/18	12/06	A15721	CHK: 197660	15155	LYNN ROSS GANNAWAY & CRA	6194		55.00CR	259,335.03CR
2/06/18	12/06	A15722	CHK: 197661	15155	RELIANT ENERGY	6316		29,342.45CR	288,677.48CR
2/06/18	12/06	A15724	CHK: 197663	15155	ETC LITE, LLC	6633		210.00CR	288,887.48CR
2/07/18	12/07	A15747	CHK: 197683	15160	MICHAEL LOPEZ	1		275.00CR	289,162.48CR
2/07/18	12/07	A15748	CHK: 197684	15160	CITY OF LUBBOCK	1470		54,110.21CR	343,272.69CR
2/07/18	12/07	A15749	CHK: 197685	15160	SOUTH PLAINS CHAPTER OF	5819		20.00CR	343,292.69CR
2/07/18	12/07	A15750	CHK: 197686	15160	SHAWNA BURKHART	6184		79.38CR	343,372.07CR
2/07/18	12/07	A15751	CHK: 000000	15165	INTERNAL REVENUE SERVICE	5832		4,069.73CR	347,441.80CR
2/07/18	12/07	A15752	CHK: 197669	15165	PAYROLL FUND	3270		13,945.60CR	361,387.40CR
2/07/18	12/07	A15753	CHK: 197670	15162	CASSANDRA TEAGUE	1		150.00CR	361,537.40CR
2/07/18	12/07	A15754	CHK: 197671	15162	ADVANCED ANALYSIS, INC	1022		350.00CR	361,887.40CR
2/07/18	12/07	A15755	CHK: 197672	15162	CLAIBORNE'S THRIFTWAY	1480		27.98CR	361,915.38CR
2/07/18	12/07	A15756	CHK: 197673	15162	LEATHERWOOD PLUMBING	2683		297.29CR	362,212.67CR
2/07/18	12/07	A15757	CHK: 197674	15162	MORRISON SUPPLY CO	3085		2,040.00CR	364,252.67CR
2/07/18	12/07	A15758	CHK: 197675	15162	WESTERN INDUSTRIAL SUPPL	4240		1,890.00CR	366,142.67CR
2/07/18	12/07	A15759	CHK: 197676	15162	WINDSTREAM COMMUNICATION	4460		64.38CR	366,207.05CR
2/07/18	12/07	A15760	CHK: 197677	15162	BENMARK SUPPLY CO., INC.	5250		6,597.20CR	372,804.25CR
2/07/18	12/07	A15761	CHK: 197678	15162	SKTR, INC.	5798		416.00CR	373,220.25CR
2/07/18	12/07	A15762	CHK: 197679	15162	MAIL FINANCE	5892		519.72CR	373,739.97CR
2/07/18	12/07	A15763	CHK: 197680	15162	CAPROCK IRRIGATION LLC	6297		63.62CR	373,803.59CR

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FUND : 01 -GENERAL FUND				PERIOD TO USE: Dec-2018 THRU Dec-2018				
DEPT : N/A				ACCOUNTS: 1001 THRU 1001				
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001 CASH IN BANK * (CONTINUED) *								
12/07/18	12/07	A15764	CHK: 197681	15162 CLARITIVE COMMUNICATIONS	6654		3,210.90CR	377,014.49CR
12/10/18	12/10	A15776	CHK: 197693	15175 DACO	1580		436.54CR	377,451.03CR
12/10/18	12/10	A15777	CHK: 197694	15175 UNIFIRST HOLDINGS, INC	4079		38.70CR	377,489.73CR
12/10/18	12/10	A15778	CHK: 197695	15175 TASCOSA OFFICE MACHINES	5115		1,784.02CR	379,273.75CR
12/10/18	12/10	A15780	CHK: 197697	15175 O'REILLY AUTOMOTIVE, INC	5618		141.37CR	379,415.12CR
12/10/18	12/10	A15781	CHK: 197687	15173 MS. EVA RUTH MORAVEC	1		3.00CR	379,418.12CR
12/10/18	12/10	A15782	CHK: 197688	15173 GARZA, DIONICIO JR	1969		63.88CR	379,482.00CR
12/10/18	12/10	A15783	CHK: 197689	15173 TTUHSC-DEPT OF PSYCHIATR	3962		464.80CR	379,946.80CR
12/10/18	12/10	A15784	CHK: 197690	15173 MANDRY TECHNOLOGY SOLUTI	5160		8,555.00CR	388,501.80CR
12/10/18	12/10	A15785	CHK: 197691	15173 JAE FITNESS	6023		225.00CR	388,726.80CR
12/10/18	12/10	A15786	CHK: 197692	15173 SHAWNA BURKHART	6184		579.51CR	389,306.31CR
12/11/18	12/11	A15801	CHK: 197698	15180 DADDIOS BURRITO EXPRESS	6700		409.18CR	389,715.49CR
12/11/18	12/11	A15802	CHK: 197710	15181 ADVANCED ANALYSIS, INC	1022		220.00CR	389,935.49CR
12/11/18	12/11	A15803	CHK: 197711	15181 B & J WELDING SUPPLY	1180		205.11CR	390,140.60CR
12/11/18	12/11	A15804	CHK: 197712	15181 CATERPILLAR FINANCIAL SE	1453		42,779.45CR	432,920.05CR
12/11/18	12/11	A15805	CHK: 197713	15181 DPC INDUSTRIES INC	1570		1,765.43CR	434,685.48CR
12/11/18	12/11	A15806	CHK: 197714	15181 GEBO'S DISTRIBUTING CO.,	2000		861.34CR	435,546.82CR
12/11/18	12/11	A15808	CHK: 197716	15181 HIGGINBOTHAM'S GENERAL O	2180		1,210.18CR	436,757.00CR
12/11/18	12/11	A15810	CHK: 197718	15181 METRO EQUIPMENT & RENTAL	3010		80.29CR	436,837.29CR
12/11/18	12/11	A15811	CHK: 197719	15181 NORTHERN SAFETY CO., INC	5475		382.53CR	437,219.82CR
12/11/18	12/11	A15812	CHK: 197720	15181 GREAT AMERICA FINANCIAL	5734		195.60CR	437,415.42CR
12/11/18	12/11	A15813	CHK: 197721	15181 NAPA AUTO PARTS	5833		1,159.95CR	438,575.37CR
12/11/18	12/11	A15815	CHK: 197723	15181 LAMESA RECYCLING	5869		161.41CR	438,736.78CR
12/11/18	12/11	A15816	CHK: 000000	15176 INTERNAL REVENUE SERVICE	5832		31,425.89CR	470,162.67CR
12/11/18	12/11	A15817	CHK: 197699	15176 CAPROCK FEDERAL CREDIT U	1390		22,347.70CR	492,510.37CR
12/11/18	12/11	A15818	CHK: 197700	15176 PAYROLL FUND	3270		68,222.84CR	560,733.21CR
12/11/18	12/11	A15819	CHK: 197701	15176 TX CHILD SUPPORT SDU	5634		211.38CR	560,944.59CR
12/11/18	12/11	A15820	CHK: 197702	15176 TX CHILD SUPPORT SDU	5829		115.38CR	561,059.97CR
12/11/18	12/11	A15821	CHK: 197703	15176 TEXAS CHILD SUPPORT DISB	5859		500.90CR	561,560.87CR
12/11/18	12/11	A15822	CHK: 197704	15176 TX CHILD SUPPORT SDU	5882		276.92CR	561,837.79CR
12/11/18	12/11	A15823	CHK: 197705	15176 JAE FITNESS	6023		147.90CR	561,985.69CR
12/11/18	12/11	A15824	CHK: 197706	15176 TEXAS CHILD SUPPORT DISB	6451		222.00CR	562,207.69CR
12/11/18	12/11	A15825	CHK: 197707	15176 TEXAS CHILD SUPPORT DISB	6501		372.12CR	562,579.81CR
12/11/18	12/11	A15826	CHK: 197708	15176 TEXAS CHILD SUPPORT DISB	6566		116.14CR	562,695.95CR
12/11/18	12/11	A15827	CHK: 197709	15176 TX CHILD SUPPORT SDU	6680		196.15CR	562,892.10CR
12/12/18	12/12	U27462	CHECK 197724	18457 REFUND: JOHNSON, SKYE			58.29CR	562,950.39CR
12/12/18	12/12	U27462	CHECK 197725	18457 REFUND: AMBRIZ GLASS& MIRROR			84.39CR	563,034.78CR
12/12/18	12/12	U27462	CHECK 197726	18457 REFUND: LOPEZ, HILDA I			76.17CR	563,110.95CR
12/12/18	12/12	U27462	CHECK 197727	18457 REFUND: CASAREZ, JOSE G			47.45CR	563,158.40CR
12/12/18	12/12	U27462	CHECK 197728	18457 REFUND: BERFA PROPERTIES LLC			85.10CR	563,243.50CR
12/12/18	12/12	U27462	CHECK 197729	18457 REFUND: RODRIGUEZ, ROLANDO			76.17CR	563,319.67CR
12/13/18	12/13	A15872	CHK: 197736	15187 BROCK VETERINARY CLINIC, 1302			90.00CR	563,409.67CR
12/13/18	12/13	A15873	CHK: 197737	15187 BRUCKNER'S TRUCK SALES, 1340			1,069.19CR	564,478.86CR
12/13/18	12/13	A15874	CHK: 197738	15187 CANADIAN RIVER MUNICIPAL 1385			6,318.37CR	570,797.23CR
12/13/18	12/13	A15875	CHK: 197739	15187 DAVIS FURNITURE COMPANY 1600			992.14CR	571,789.37CR
12/13/18	12/13	A15878	CHK: 197742	15187 TEXAS SOCIAL SECURITY PR 1725			35.00CR	571,824.37CR
12/13/18	12/13	A15879	CHK: 197743	15187 LAMESA BUTANE COMPANY 2500			86.16CR	571,910.53CR

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* (CONTINUED) *

12/13/18	12/13	A15880	CHK: 197744	15187	LAMESA TIRE & BATTERY	2645	7,522.45CR	579,432.98CR
12/13/18	12/13	A15882	CHK: 197746	15187	MAYFIELD PAPER COMPANY	2957	398.54CR	579,831.52CR
12/13/18	12/13	A15883	CHK: 197747	15187	MORRISON SUPPLY CO	3085	198.64CR	580,030.16CR
12/13/18	12/13	A15884	CHK: 197748	15187	M & M EXTERMINATORS	4470	450.00CR	580,480.16CR
12/13/18	12/13	A15885	CHK: 197749	15187	BARCO MUNICIPAL PRODUCTS	5360	2,552.24CR	583,032.40CR
12/13/18	12/13	A15886	CHK: 197750	15187	COTTON COUNTRY ELECTRIC	5650	889.00CR	583,921.40CR
12/13/18	12/13	A15887	CHK: 197751	15187	AUSTIN TURF & TRACTOR	5685	1,644.43CR	585,565.83CR
12/13/18	12/13	A15888	CHK: 197752	15187	ROADMASTER DIESEL SERVIC	5728	435.00CR	586,000.83CR
12/13/18	12/13	A15889	CHK: 197753	15187	DESIGNS IN THREAD	5782	307.00CR	586,307.83CR
12/13/18	12/13	A15890	CHK: 197754	15187	LONGLEY DIESEL & EQUIPME	6039	11,180.50CR	597,488.33CR
12/13/18	12/13	A15891	CHK: 197755	15187	SYLVIA I ORTIZ DAWSON CO	6133	7.50CR	597,495.83CR
12/13/18	12/13	A15892	CHK: 197756	15187	WEST TEXAS GRAPHICS	6315	1,179.70CR	598,675.53CR
12/13/18	12/13	A15894	CHK: 197758	15187	FORBES FARMS L.C.	6348	516.50CR	599,192.03CR
12/13/18	12/13	A15895	CHK: 197759	15187	ETC LITE, LLC	6633	210.00CR	599,402.03CR
12/13/18	12/13	A15896	CHK: 197760	15187	KWIK KAR OIL & LUBE	6691	52.20CR	599,454.23CR
12/13/18	12/13	A15897	CHK: 197730	15199	CANADIAN RIVER MUNICIPAL	1385	98,344.38CR	697,798.61CR
12/13/18	12/13	A15898	CHK: 197731	15199	TREVINO SANDY	5385	66.50CR	697,865.11CR
12/13/18	12/13	A15899	CHK: 197732	15199	MATTHEW HERNANDEZ	6429	60.00CR	697,925.11CR
12/13/18	12/13	A15900	CHK: 197733	15199	PRIME SOURCE CONSTRUCTIO	6525	51,350.00CR	749,275.11CR
12/13/18	12/13	A15901	CHK: 197734	15199	ROSALIO MARTINEZ	6612	950.00CR	750,225.11CR
12/13/18	12/13	A15902	CHK: 197735	15199	JESUS REYNA	6698	825.00CR	751,050.11CR
12/13/18	12/13	A15903	CHK: 000000	15201	INTERNAL REVENUE SERVICE	5832	178.15CR	751,228.26CR
12/13/18	12/13	A15904	CHK: 197761	15201	PAYROLL FUND	3270	199.82CR	751,428.08CR
12/17/18	12/17	A15908	CHK: 197762	15204	LAMESA CHAMBER OF COMMER	1457	3,270.00CR	754,698.08CR
12/18/18	12/18	A15910	CHK: 197763	15206	NINFA PADILLA	1	50.00CR	754,748.08CR
12/18/18	12/18	A15911	CHK: 197764	15206	TREVINO SANDY	5385	66.50CR	754,814.58CR
12/18/18	12/18	A15912	CHK: 197765	15206	JOE RODRIGUEZ	5986	24.76CR	754,839.34CR
12/18/18	12/18	A15913	CHK: 197766	15206	MANUEL VASQUEZ	6057	74.12CR	754,913.46CR
12/18/18	12/18	A15914	CHK: 197767	15206	DAVID HUCKERT	6182	200.00CR	755,113.46CR
12/18/18	12/18	A15915	CHK: 197768	15206	WTG FUELS, INC.	6220	11,646.40CR	766,759.86CR
12/18/18	12/18	A15917	CHK: 197770	15206	BETTY CONDE	6542	69.00CR	766,828.86CR
12/18/18	12/18	A15918	CHK: 197771	15206	SOUTH PLAINS CHAPTER OF	6546	20.00CR	766,848.86CR
12/19/18	12/19	A15920	CHK: 197772	15209	LNB - CASH	5656	808.00CR	767,656.86CR
12/19/18	12/19	A15921	CHK: 197773	15209	NORTH CEDAR OUTLET	5974	108.95CR	767,765.81CR
12/19/18	12/19	A15922	CHK: 197774	15209	DE LAGE LANDEN PUBLIC FT	6511	1,152.96CR	768,918.77CR
12/20/18	12/20	A15923	CHK: 197775	15210	GARZA, DIONICIO JR	1969	20.03CR	768,938.80CR
12/20/18	12/20	A15924	CHK: 197776	15210	NTS COMMUNICATIONS	3135	775.34CR	769,714.14CR
12/20/18	12/20	A15925	CHK: 1977					

1-09-2019 6:38 PM		D E T A I L L I S T I N G		PAGE: 5				
FUND : 01 -GENERAL FUND				PERIOD TO USE: Dec-2018 THRU Dec-2018				
DEPT : N/A				ACCOUNTS: 1001 THRU 1001				
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001 CASH IN BANK * (CONTINUED) *								
12/21/18	12/21	A15935	CHK: 197786	15211 TX CHILD SUPPORT SDU	5634		211.38CR	898,021.01CR
12/21/18	12/21	A15936	CHK: 197787	15211 TX CHILD SUPPORT SDU	5829		115.38CR	898,136.39CR
12/21/18	12/21	A15937	CHK: 197788	15211 TEXAS CHILD SUPPORT DISB	5859		500.90CR	898,637.29CR
12/21/18	12/21	A15938	CHK: 197789	15211 TX CHILD SUPPORT SDU	5882		276.92CR	898,914.21CR
12/21/18	12/21	A15939	CHK: 197790	15211 JAE FITNESS	6023		147.90CR	899,062.11CR
12/21/18	12/21	A15940	CHK: 197791	15211 TEXAS CHILD SUPPORT DISB	6451		222.00CR	899,284.11CR
12/21/18	12/21	A15941	CHK: 197792	15211 TEXAS CHILD SUPPORT DISB	6501		372.12CR	899,656.23CR
12/21/18	12/21	A15942	CHK: 197793	15211 TEXAS CHILD SUPPORT DISB	6566		116.14CR	899,772.37CR
12/21/18	12/21	A15943	CHK: 197794	15211 TX CHILD SUPPORT SDU	6680		196.15CR	899,968.52CR
12/21/18	12/21	A15951	CHK: 197795	15215 LAMESA ECONOMIC DEVELOPM	2555		23,833.32CR	923,801.84CR
12/21/18	12/21	A15952	CHK: 197796	15215 LAMESA ECONOMIC ALLIANCE	5942		23,833.32CR	947,635.16CR
12/27/18	12/27	A16010	CHK: 000000	15219 INTERNAL REVENUE SERVICE	5832		109.12CR	947,744.28CR
12/27/18	12/27	A16029	CHK: 197804	15225 AFLAC INSURANCE	1020		4,708.42CR	952,452.70CR
12/27/18	12/27	A16030	CHK: 197805	15225 CAPROCK FEDERAL CREDIT U	1390		115.44CR	952,568.14CR
12/27/18	12/27	A16031	CHK: 197806	15225 TEXAS MUNICIPAL RETIREME	3973		33,242.18CR	985,810.32CR
12/27/18	12/27	A16041	CHK: 197816	15225 MY BOOT STORE	5710		40.00CR	985,850.32CR
12/27/18	12/27	A16042	CHK: 197817	15225 LEGAL SHIELD	5900		698.18CR	986,548.50CR
12/27/18	12/27	A16043	CHK: 197818	15225 NEW YORK LIFE	5921		351.92CR	986,900.42CR
12/27/18	12/27	A16044	CHK: 197819	15225 GUARDIAN-APPLETON	6141		356.34CR	987,256.76CR
12/27/18	12/27	A16045	CHK: 197800	15222 LAMESA CHAMBER OF COMMER	1457		5,000.00CR	992,256.76CR
12/27/18	12/27	A16046	CHK: 197801	15222 PARKHILL,SMITH & COOPER,	3263		61,881.77CR	1,054,138.53CR
12/27/18	12/27	A16047	CHK: 197802	15222 BOLINGER, SEGARS, GILBER	6426		20,000.00CR	1,074,138.53CR
12/27/18	12/27	A16048	CHK: 197803	15222 MICHAEL LOPEZ	6441		262.47CR	1,074,401.00CR
12/27/18	12/27	A16049	CHK: 197797	15224 FULBRIGHT & CASSELBERRY	2090		2,210.20CR	1,076,611.20CR
12/27/18	12/27	A16050	CHK: 197798	15224 PAYROLL FUND	3270		459.00CR	1,077,070.20CR
12/27/18	12/27	A16051	CHK: 197799	15224 SENIOR CITIZENS	3675		3,750.00CR	1,080,820.20CR
12/31/18	1/02	U27506	CHECK 197820	18481 REFUND: BLEVINS, SHIRLEY			56.44CR	1,080,876.64CR
12/31/18	1/02	U27506	CHECK 197821	18481 REFUND: CAMPOS, VERONICA			43.38CR	1,080,920.02CR
12/31/18	1/02	U27506	CHECK 197822	18481 REFUND: MORENO, CHRIS			82.12CR	1,081,002.14CR
12/31/18	1/02	U27506	CHECK 197823	18481 REFUND: SALAS, JOANN			40.42CR	1,081,042.56CR
12/31/18	1/02	U27506	CHECK 197824	18481 REFUND: RICO, MARY			64.24CR	1,081,106.80CR
12/31/18	1/05	B61098	Misc 000004	09758 LIABILITY TSF G/F TO RISK MGMT	JE# 024661		6,483.08CR	1,087,589.88CR
12/31/18	1/05	B61103	Misc 000010	09759 HEALTH INS. TSF. - G/F	JE# 024666		30,573.08CR	1,118,162.96CR
12/31/18	1/05	B61108	Misc 000014	09760 WORKER COMP TSF TO RISK MGMT	JE# 024671		6,448.42CR	1,124,611.38CR
12/31/18	1/09	B61148	Misc 000007	09763 TO RECORD DUE TO/FROM	JE# 024685		90.48CR	1,124,701.86CR
12/31/18	1/09	B61149	Misc 000008	09763 TO RECORD DUE TO/FROM	JE# 024686		120.64CR	1,124,822.50CR
=====				DECEMBER ACTIVITY DB:	0.00	CR:	1,124,822.50CR	1,124,822.50CR

SELECTION CRITERIA

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

ACCOUNT SELECTION

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

PRINT OPTIONS DETAIL

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

*** END OF REPORT ***

LAMESA MUNICIPAL AIRPORT

P O BOX 259
LAMESA, TEXAS 79331

Authority for Appointment:

BOARD MEMBERS

NAME	DATE APPOINTED	DATE TO RE-APPOINT	TERM EXPIRES
CITY APPOINTEES			
Max Smith	12-2016	11-2019	12-2019
Mike Hughes	12-2017	11-2020	12-2020
Harold Holladay	12-2015	11-2018	12-2018
			12-2021
COUNTY APPOINTEES			
Joe Cope	8-2016	11-2019	12-2019
Brandon Cottingham	8-2017	11-2020	12-2020
Tommy Reeves	8-2015	11-2018	12-2018
			12-2021

Three-year terms

COUNTY/CITY APPOINTEE

Seventh Member (4-year term)

Jason Anzaldua	11-2017(4yr)	11-2021	12-2021
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City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 4

SUBJECT: LEDC/LEAP QUARTERLY REPORT
SUBMITTED BY: LEDC/LEAP Director
EXHIBITS: LEDC/LEAP Report

SUMMARY STATEMENT

City Council to hear from Sean Overeynder regarding LEDC/LEAP Quarterly Report. (LEDC/LEAP 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: JANUARY 15, 2019

AGENDA ITEM: 5

SUBJECT:
PROCEEDING:
SUBMITTED BY:
AUTHORITY:

CRMWA UPDATE:
Presentation
City staff

SUMMARY STATEMENT

City Council to hear a presentation from Cris Norris on Canadian River Municipal Water Authority future water projects and acquisitions. (*Cris Norris*)

DISCUSSION _____

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 6

SUBJECT: 2019 GENERAL ELECTION
PROCEEDING:
SUBMITTED BY: City Secretary
EXHIBITS: Resolution
AUTHORITY: State Law; Texas Election Code; Section 2.051, 2.052

SUMMARY STATEMENT

City Council to Consider passing a Resolution ordering and establishing procedures for the City of Lamesa Election to be held on May 4, 2019.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to pass a Resolution ordering and establishing procedures for the City of Lamesa General Election to be held on May 4, 2019. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO. _____

**A RESOLUTION AND ORDER ESTABLISHING PROCEDURE
FOR THE 2019 CITY OF LAMESA GENERAL ELECTION.**

On this the 15th day of January, 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; 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 laws of the State of Texas and the Charter of the City of Lamesa, Texas, provide that on May 4, 2019, there shall be elected the following officials for this City:

One (1) "Mayor" to be elected
for three (3) year term expiring in 2022; and

WHEREAS, the laws of the State of Texas, the Charter of the City of Lamesa, Texas and the terms of the Federal Court Order resolving Civil Action Number CA 5-91-0153 further provide that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a resolution and order should be passed establishing the procedure to be followed in said election, and designating the voting place for said election; and

WHEREAS, it is in the public interest and welfare that said resolution be passed.

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

That an election be held on the 4th day of May, 2019 for the purpose of electing:

One (1) "Mayor" to be elected
for three (3) year term expiring in 2022; and

That all independent candidates at said election file their applications to become candidates with the City Secretary at City Hall, 601 South First, Lamesa, Texas on or before five o'clock P.M. on the seventy -eighth day before the election, that day being the 15th day of February, 2019, and that all of said applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas; and

That the order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Election Code; that drawing to be held at nine o'clock A.M. on the 22nd day of February, 2019; and

That said election shall be held at the following place in said City:

Forrest Park Community Center
814 South Houston Avenue
Lamesa, Texas;and

That the polling place listed above shall be open from seven o'clock A.M. until seven o'clock P.M. on election ; and

Early voting shall also be conducted at City Hall, 601 South First, Lamesa, Texas in the office of the City Secretary and said place of early voting shall remain open during the hours that the secretary's office is regularly open for business, which is not a Saturday, a Sunday or an official State Holiday. Early voting by personal appearance will be conducted as follows:

<i>Date</i>	<i>Weekday</i>	<i>Times</i>
April 22 thru April 26	(Monday thru Friday)	8 am -5 pm
April 29 and April 30	(Monday and Tuesday)	7 am -7 pm

The City of Lamesa will be using the ES&S AutoMARK voter assist terminal. This AutoMARK is an optical scan ballot marking system designed to provide privacy and accessibility to voters who are visually impaired, or have a disability or condition that would make it difficult or impossible to mark a ballot in the usual way. In addition, the technology provides language assistance to voters who are more comfortable speaking an alternative language or who have reading difficulties.

That early voting by personal appearance for said designated election shall be at City Hall, 601 South First, Lamesa, Texas, in the office of the City Secretary and said place of early voting shall remain open during the hours that the secretary's office is regularly open for business, which is not a Saturday, a Sunday, or an official State Holiday, beginning on the 12th day before and continuing through the 4th day preceding the date of said election; and

The applications for ballot by mail shall be mailed to the Office of the City Secretary, 601 South First, Lamesa, Texas 79331. Applications for ballots by mail must be received no later than the close of business on the 23rd day of April, 2019; and

That all early voting ballots cast in said election shall be counted by an Early Voting Ballot Board in accordance with the provisions of Section 87.001 of the Election Code; and that said Early Voting Ballot Board shall be appointed by the city council. The early voting ballots shall be counted separately from the ballots cast in that polling place and a separate set of records be prepared for them; and

That said election shall be held in accordance with the Election Code of this State; and only qualified voters being residents of said City shall be eligible to vote at said election; and

That the Mayor shall give notice of this election in accordance with the terms and provisions of Chapter 4 of the Election Code; said notice shall be published in the Lamesa Press-Reporter, a newspaper of general circulation in the City of Lamesa, Texas, not later than the tenth day before election day and posted in the City Hall at 601 South First not later than the 16th day before election day; and that such notice shall be recorded and preserved in accordance with the provisions of Section 4.005 of the Election Code; and

That the Mayor shall issue all necessary orders and writs for said election and returns of said election shall be made to the Council immediately after the closing of the polls; and

That the canvassing of said election shall take place at the regularly scheduled meeting of the city council on Tuesday, May 14, 2019 at five-thirty p.m.; and that the council shall certify the results of said canvass at that meeting.

That for the purposes of holding the election for Mayor held on May 4th, 2019, that all City Council member districts shall be consolidated into one district.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 15th day of January, 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 resolution book thereafter.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 7

SUBJECT: RESOLUTION OF THE CITY OF LAMESA TEXAS REGARDING
A JOINT ELECTION WITH LAMESA INDEPENDENT SCHOOL
DISTRICT AND DAWSON COUNTY HOSPITAL DISTRICT:

PROCEEDING: Resolution

SUBMITTED BY: City staff

AUTHORITY:

SUMMARY STATEMENT

Consider passing a resolution approving a Joint Election Agreement between the Lamesa Independent School District, Dawson County Hospital District, and the City of Lamesa to share the use of Forrest Park Community Center at 814 S. Houston, Lamesa, Texas for holding elections on May 4, 2019. *(City Secretary)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to pass a resolution to approve a Joint Election Agreement between the Lamesa Independent School District, Dawson County Hospital District, and the City of Lamesa to share the use of Forrest Park Community Center at 814 S. Houston, Lamesa, Texas for holding elections on May 4, 2019. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO. R-

RESOLUTION OF THE CITY OF LAMESA, TEXAS, REGARDING HOLDING A JOINT ELECTION WITH LAMESA INDEPENDENT SCHOOL DISTRICT AND DAWSON COUNTY HOSPITAL DISTRICT

At a lawfully called meeting on January 15, 2019, held in accordance with Chapter 551 of the Texas Government Code, the City Council of the City of Lamesa, Texas does hereby make the following Resolution regarding the City's upcoming general election:

WHEREAS, the Lamesa Independent School District ("District"), Dawson County Hospital District ("Hospital District"), and the City of Lamesa ("City") are each political subdivisions of the State of Texas;

WHEREAS, Texas Education Code §11.0581(a) requires that an election for trustees of an independent school district be held on the same date as the election for the members of the governing body of a municipality located in the school district or the general election for state and county officers;

WHEREAS, Texas Education Code §11.0581(b) requires that District trustee elections under §11.0581(a) be conducted jointly, and in accordance with Chapter 271 of the Election Code;

WHEREAS, May 4, 2019, is a uniform Election Date under Texas Election Code §41.001 ("Election Day");

WHEREAS, the City intends to hold a regular election on Election Day, May 4, 2019;

WHEREAS, the Lamesa Independent School District's Board of Trustees intends for the District to hold a general trustee election on Election Day, May 4, 2019;

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

WHEREAS, the governing bodies of the District, Hospital District, and City desire to hold a joint election as set forth in the Joint Election Agreement attached hereto and fully incorporated as if set forth herein, and as permitted by Chapter 271 of the Texas Election Code; and

WHEREAS, it will benefit the District, Hospital District, and City, and the citizens and voters thereof, to hold the elections jointly in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lamesa, Texas hereby adopts the above recitals as findings of fact and operative provisions hereof the same as if set out in full;

RESOLVED FURTHER, that the May 4, 2019, election, shall be jointly held by the Lamesa Independent School District, Dawson County Hospital District, and the City of Lamesa in accordance with, and as permitted under, Texas Election Code §271.002, and as required by Texas Education Code §11.0581; and

RESOLVED FURTHER, that the City Council authorizes the Mayor to enter into execute Joint Election Agreement.

Upon being put to a vote, the foregoing resolution was, passed, approved and adopted this 15th day of January 2019 by a majority vote of the City Council 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

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 8

SUBJECT: BUDGET AMENDMENT II

PROCEEDING: Ordinance, 2ND Reading

SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider amending Ordinance O-14-18 on Second reading with respect to October 1, 2018. (*City Manager & Finance Director*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance No.O-14-18 on Second reading with respect to October 1, 2018. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. O

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

On the 18th day of December, 2018, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council desires to amend Ordinance No. 0-14-18 to make certain revisions to the 2018-2019 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

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

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

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$ 74,686.54	\$75,153.12
TXCDBG Fund (10)	\$291,540.00	\$291,540.00
<u>Special Revenue Fund (17)</u>	<u>\$85,339.43</u>	<u>\$85,339.43</u>
TOTAL	\$451,565.97	\$452,032.55

SECTION 2. Effective date: That this Ordinance shall become effective as of this January 25th, 2019.

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

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on December 18th, 2018 by a majority vote; and on January 15th, 2018, there was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

CITY OF LAMESA
BUDGET AMENDMENT 2019-02 FOR FY 2018/2019

GENERAL FUND (1)

This budget amendment reflects \$20,130.00 of ductwork repairs to City Hall. The contract was awarded to Armstrong Plumbing during FY2017/2018, but was unspent due to delays related to roofing of City Hall and was added to fund balance at the end of the fiscal year.

Increase Revenues – Restricted Fund Balance	\$ 20,130.00
Increase Expenses - (01-5022-401) – Buildings & Structure	\$ 20,130.00

This budget amendment reflects \$49,600 of City Hall roof replacement. Savings from the September 2016 hail storm event was able to be used at the approval of TMLIRP to be used to replace the roof at City Hall. This project was originally approved during FY2017/2018 and went unspent due to construction delays.

Increase Revenues – Restricted Fund Balance	\$49,600.00
Increase Expenditures – (01-5022-401) – Buildings & Structure	\$49,600.00

This budget transfer reflects the receipt of donation of funds for Jacob kits to be distributed to Dawson County schools.

Decrease Revenues (General Fund Balance)	\$466.58
Increase Revenues (17-40125 – Miscellaneous Revenues)	\$466.58
Increase Expenditures (17-5411-986 – Weaver Grants)	\$466.58

This budget amendment reflects a purchase of radios for the School Resource Officers. This reflects a pass thru of funds from LISD for the purchase of the radios.

Increase Revenues (01-40904 – Miscellaneous Revenues)	\$5,423.12
Increase Expenditures (01-5063507 – Communications)	\$5,423.12

TXCDBG FUND (10)

This budget amendment reflects the \$291,540.00 2018 TXCDBG award for water infrastructure improvements.

Increase Revenues – (10-4112 2018 TXCDBG Grant)	\$291,540.00
Increase Expenditures – (10-6211-935 2018 TXCDGB Grant)	\$291,540.00

SPECIAL REVENUE FUND (17)

This budget amendment reflects the receipt of \$15,000.00 in a Texas Forest Service Grant for personal protective equipment. There is a 10% match that will be made within budget.

Increase Revenues – (17-40545 – TX Forest Service Grant)	\$ 15,000.00
Increase Expenditures – (17-5411-992 – Forest Service Expenditures)	\$ 15,000.00

This budget amendment reflects receipt of \$4,872.85 in TxDOT RAMP Grant funds for maintenance at the Lamesa Municipal Airport.

Increase Revenues (17-40500 – TxDOT RAMP Grant)	\$4,872.85
Increase Expenditures (17-5411-900 – RAMP Grant Expenditures)	\$4,872.85

This budget amendment reflects the purchase 2006 Freightliner Fire Truck at the cost of \$65,000 from DACO. Weaver Foundation funds will be used for the purchase of the fire truck.

Increase Revenues – (17-40546 - Weaver Grants)	\$65,000.00
Increase Expenditures – (17-5411-986 - Weaver Grants)	\$65,000.00

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 9

LISD REQUEST FOR CITY TO VACATE LAND

SUBJECT:

PROCEEDING: Action

SUBMITTED BY: City Staff

EXHIBITS: Ordinance 2nd Reading

AUTHORITY:

SUMMARY STATEMENT

City Council to consider passing an Ordinance on Second reading that the dedicated public right-of -ways, alleys, roadways and streets described in Exhibit "A" in the body of this Ordinance are no longer needed for the right-of-way purposes and for the public use and it would be beneficial for the public interest to close such dedicated public right-of-way, alleys, roadways and streets and for public use. *(City Manager)*

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to consider passing an Ordinance on Second reading that the dedicated public right-of -ways, alleys, roadways and streets described in Exhibit "A" in the body of this Ordinance are no longer needed for the right-of-way purposes and for the public use and it would be beneficial for the public interest to close such dedicated public right-of-way, alleys, roadways and streets and for public use. 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 ABANDONING AND CLOSING A TWENTY FOOT (20') ALLEYWAY FROM NORTH AVENUE G TO NORTH AVENUE F LOCATED BETWEEN NORTH 16TH STREET AND NORTH 17TH STREET; ABANDONING AND CLOSING A TWENTY FOOT (20') ALLEYWAY FROM NORTH AVENUE F TO HOUSTON STREET LOCATED BETWEEN NORTH 16TH STREET AND NORTH 17TH STREET; ABANDONING AND CLOSING A SEVENTY-FIVE AND ONE-HALF (75.5') FOOT WIDE ROADWAY THAT IS A PART OF NORTH AVENUE F FROM NORTH 16TH STREET TO NORTH 17TH STREET; ABANDONING AND CLOSING A SEVENTY-SIX AND ONE-HALF FOOT (76.5') WIDE ROADWAY THAT IS A PART OF NORTH AVENUE 16TH STREET FROM NORTH AVENUE G TO HOUSTON STREET; AND ADANDONING AND CLOSING A SIXTY FOOT (60') WIDE ROADWAY THAT IS A PART OF NORTH AVENUE F FROM NORTH 15TH STREET TO NORTH 16TH STREET; SAID ALLEYWAY AND STREET ABANDONMENTS AND CLOSINGS BEING MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY MANAGER TO CAUSE THE OFFICIAL MAPS OF THE CITY TO BE CHANGED ACCORDINGLY PURSUANT TO SECTION 311.008 OF THE TEXAS TRANSPORTATION CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION

WHEREAS, according to the official plat of the City of Lamesa, Texas and the real property records of Dawson County, Texas, there exists a number of dedicated public rights-of-way, alleys or roadways on property (the "Public Rights-of-Way") owned by Lamesa Independent School District and where Lamesa High School is located; and

WHEREAS, these Public Rights-of-Way are not currently being used as alleys, streets or public right-of-way for the benefit of the citizens of the City of Lamesa, Texas; and

WHEREAS, the owner of the real property that abuts all sides of the Public Rights-of-Way, the Lamesa Independent School District, has requested the City of Lamesa to permanently close and abandon the Public Rights-of-Way referenced above with ownership, control, upkeep and repairs reverting to the Lamesa Independent School District to be used for their own purposes; and

WHEREAS, the City of Lamesa does not have any utilities in the Public Rights-of-Way and foresees no need to retain any easements or utility rights-of-way; and

WHEREAS, the City Council for the City of Lamesa, Texas under the constitution and laws of the State of Texas including, but not limited to, Texas Transportation Code Section 311.007, Texas Local Government Code Section 253.001 and Article III, Section 11 of the Lamesa City Charter, has exclusive control over its highways and streets including the authority to vacate, abandon, or close a street, roadway or alley; and

WHEREAS, the City Council of the City of Lamesa finds that the dedicated public rights-of-way, alleys, roadways and streets described in the body of this Ordinance are no longer needed for right-of-way purposes and for public use and it would be beneficial for the public interest to close such dedicated public rights-of-way, alleys, roadways and streets and for public use, as expressly provided herein;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Lamesa, Texas:

SECTION 1. THAT the Public Rights-of-Way described in Exhibit "A", which is attached hereto and incorporated herein as though set forth fully herein, are hereby closed, vacated and abandoned for alley, roadway or street right of way purposes and for public use.

SECTION 2. THAT the City Manager is hereby authorized and directed to cause the official map of the City of Lamesa to reflect such closures and abandonments and execute any documents necessary to reflect the action taken by the City Council in this ordinance.

SECTION 3. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any condition, act or ordinance hereby repealed by this ordinance and such prior law is continued in effect for purposes of such pending matter.

SECTION 5. THAT this Ordinance shall take effect and shall be in full force from and after its adoption and publication as provided by law.

SECTION 6. THAT the City Secretary of the City of Lamesa is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

Passed by the City Council on the first reading this ____ day of _____, 2018.

Passed by the City Council on the second reading this ____ day of _____, 2018.

Josh Stevens, Mayor

ATTEST:

Betty Conde, City Secretary

EXHIBIT A

Public Rights-of-Way being closed and abandoned

- 1) A twenty (20') foot wide alleyway, running east-west through Block 22, Rose Heights Addition to the City of Lamesa, Dawson County, Texas, as shown on the plat recorded in Plat Cabinet Slide 113, Plat Records, Dawson County, Texas.
- 2) A twenty (20') foot wide alleyway, running east-west through Block 23, Rose Heights Addition to the City of Lamesa, Dawson County, Texas, as shown on the plat recorded in Plat Cabinet Slide 113, Plat Records, Dawson County, Texas.
- 3) A seventy-five and one-half (75.5') foot wide roadway, running north-south between, and contiguous to, Blocks 22 and 23, Rose Heights Addition to the City of Lamesa, Dawson County, Texas, as shown on the plat recorded in Plat Cabinet Slide 113, Plat Records, Dawson County, Texas. The said roadway originally known as Travis Boulevard (now known as North Avenue F), with the section being abandoned being between North 15th Street (now known as North 17th Street) and North 14th Street (now known as North 16th Street).
- 4) A seventy-six and one-half (76.5') foot wide roadway, running east-west between, and contiguous to, Blocks 18, 20, 22 and 23, Rose Heights Addition to the City of Lamesa, Dawson County, Texas, as shown on the plat recorded in Plat Cabinet Slide 113, Plat Records, Dawson County, Texas. The said roadway originally known as North 14th Street (now known as North 16th Street), with the section being abandoned being between Wasson Street (now known as North Avenue G) and Houston Street.
- 5) A sixty (60') foot wide roadway, running north-south between, and contiguous to, Blocks 18 and 20, Rose Heights Addition to the City of Lamesa, Dawson County, Texas, as shown on the plat recorded in Plat Cabinet Slide 113, Plat Records, Dawson County, Texas. The said roadway originally known as Travis Boulevard (now known as North Avenue F), with the section being abandoned being between North 14th Street (now known as North 16th Street) and North 13th Street (now known as North 15th Street).

LAMESA INDEPENDENT SCHOOL DISTRICT

BOARD OF EDUCATION

Lamesa, Texas

Regular Meeting
Central Office Board Room

November 15, 2018
6:00 PM

AGENDA

I. PRELIMINARY BUSINESS

- A. Call to Order
- B. Invocation

II. ROUTINE DISTRICT OPERATIONS

A. Consent Agenda

- 1. Financial Report-Liz Poage
 - a. Ratification of Bills
 - b. Investment/Financial Reports
- 2. Minutes
 - a. Approve minutes from October 18, 2018 Board Meeting

III. ADMINISTRATIVE REPORTS/PRESENTATIONS

- A. MVBA-Academic Scholarship Presentation-Monty Smitherman
- B. Principal Reports
 - 1. North Elementary-Jennifer Stewart
 - 2. South Elementary-Shelley Mann
- C. Chad Haskins-Curriculum and Instructional Technology
 - 1. Introductions of Campus Technology Leaders
- D. Chris Riggins-School Safety & Security
 - 1. STOP IT APP-Doug Morris-Bullying, Hazing, Violence and Inappropriate activity app
 - 2. SEE SOMETHING, SAY SOMETHING & DO SOMETHING
- E. Liz Poage-Introductions of LED presentations from RFP's
 - 1. Presentation by Aquila Environmental-LED lighting retrofit of LISD campuses
- F. Superintendent Report
 - 1. Solar II Termination Agreement
 - 2. School First Final Ratings still not released by TEA
 - 3. TAPR Reports for Accountability still not released by TEA

4. Board Members will distribute Extra Duty Stipend Checks Friday morning.

5. High School Band Uniforms and Middle School Lockers

IV. OTHER BOARD ACTION/NON-ACTION ITEMS

A. Consideration and possible action to appoint board members to audit committee

B. Consideration and possible action to approve Ordinance to abandon and close streets as outlined to allow for new CTE construction.

C. Deliberation and possible action to accomplish the following: (1) rank the design-build delivery method RFP proposals for possible Turf and Track Projects; (2) authorizes the superintendent, with the assistance of legal counsel, to negotiate a satisfactory contract with ranked design-build firms in accordance with the procedures set forth in Texas Government Code 2269.254

V. EXECUTIVE SESSION AS ALLOWED BY TEXAS OPEN MEETINGS ACT

A. Consider/Discuss Personnel-Texas Government Code, Section 551.074

B. Consider/Discuss the deployment or implementation of security personnel or devices- Texas Government Code, Section 551.076

C. Consider/Discuss purchase, exchange, lease, or value of real property-Texas Government Code, Section 551.072

D. Consider/Discuss Consultation with Attorney Concerning Personnel- Section 551.071

VI. ACTION AFTER RECONVENING IN OPEN SESSION (IF NEEDED)

VII. ADJOURNMENT

In accordance with the Texas Open Meetings Act (Subchapters D and E of Ch. 551, Tex. Gov't Code), the board may enter closed meeting to deliberate any subject authorized by Subchapter D that is listed on the agenda for this meeting. Any final action, decision, or vote on a subject deliberated in closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act.

On this November 12, 2018, this notice was posted at 5:00 p.m.

1) On the outside window of the Admin entrance & on the Lamesa ISD website @ <http://www.lamesaisd.org>

Jim Knight, Superintendent (On behalf of Board of Trustees)

Board Meeting Minutes of 11-15-2018

The Lamesa Board of Trustees met in a Regular Meeting on Thursday, November 15, 2018, in the Board Room.

Board Members present: President Kelli Merritt, Beverly Brewer, Sonya Raney, Ernest Ogeda, Don Bethel, Albert Martinez and Rebecca Gonzales.

The following Administrators were present: Superintendent Jim Knight, Chris Riggins, DeAnn Drake, Liz Poage, Jennifer Stewart, Shelley Mann, and Doug Morris.

Guest(s) in attendance: Chad Haskins, Noe Carrion, Sarah Clements, toddler Raelynn Clements, Becky Allison, Jay Stinson, Timothy Drew, Mario Dimas, Monty Smitherman, Ronn Mann, Ronnie Angeley, John Sledge and Mark Ball. Benjamin Hettick represented the Lamesa *Press Reporter*.

President Kelli Merritt called the meeting to order at 6:00 p.m.

Jim Knight gave the invocation.

Albert Martinez made the motion to approve all consent items. Ernest Ogeda seconded it. It passed by a vote of 7-0.

Chad Haskins, Associate Director of Curriculum and Instructional Technology introduced his Campus Technology Leaders. Becky Allison of South Elementary, Jay Stinson of North Elementary, Noe Carrion of Middle School, and Timothy Drew of High School. Mr. Haskins's team are looking for ways to improve the implementing of Technology Application to improve teacher knowledge.

Monty Smitherman of MBVA and his team collect delinquent taxes for other taxing entities and they held a charity golf tournament. Jim Knight, Mario Dimas, Ron Mann, and Ronnie Angeley represented Lamesa ISD and they won the tournament. Mr. Smitherman presented a check of \$750.00 to the team.

Shelley Mann Principal at South Elementary and Jennifer Stewart Principal at North Elementary gave a brief report of their campuses.

Assistant Superintendent Chris Riggins gave a brief discussion of school safety and security. Doug Morris Assistant Principal of High School gave a brief report of the STOP IT APP. He explained how the app is designed to help students with bullying, hazing, violence and inappropriate activity. Morris showed the members how the app works, and how discreet the app can be.

Liz Poage Chief Executive Officer stated LISD received RFP's for retrofitting of LED lighting. Poage introduced John Sledge of Aquila Environmental to give a brief overview of his company.

Superintendent Knight stated Solar II would like to terminate their agreement with LISD. School First Final Ratings and TAPR Reports for Accountability have still not been released by TEA. Board Members that are available will distribute Extra Duty Stipend Checks Friday morning. Knight added that he will bring the High School Band Uniforms and Middle School Band Lockers to next month's agenda for approval.

Albert Martinez made the motion to appoint Kelli Merritt, Ernest Ogeda, and Rebecca Gonzales to the Audit Committee. Don Bethel seconded it. It passed by a vote of 7-0. Don Bethel made the motion to cease nominations. Beverly Brewer seconded it. It passed by a vote of 7-0.

Don Bethel left the meeting at 7:50 p.m. He returned at 7:51 p.m. Rebecca Gonzales made the motion to approve the Ordinance to abandon and close streets as outlined to allow for new CTE construction. Ernest Ogeda seconded it. It passed by a vote of 7-0.

Rebecca Gonzales left the meeting at 8:22 p.m. She returned at 8:23 p.m. Ernest Ogeda left the meeting at 8:24 p.m. He returned at 8:26 p.m. Albert Martinez left the meeting at 8:28 p.m. He returned at 8:29 p.m. Rebecca Gonzales left the meeting at 8:31 p.m. She returned at 8:35 p.m.

Don Bethel made the motion to accomplish the rank of the design-build delivery method RFP proposals for possible Turf and Track Projects; authorize the superintendent, with the assistance of legal counsel, to negotiate a satisfactory contract with ranked design-build firms in accordance with the procedures set forth in Texas Government Code 2269.254. Ernest Ogeda seconded it. It passed by a vote of 7-0.

Rebecca Gonzales made the motion to adjourn. Don Bethel seconded it. It passed by a vote of 7-0.

Meeting was adjourned at 8:50 p.m.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 10

SUBJECT: CALL FOR BIDS FOR PROPOSALS FOR CONTRACT FARMING

PROCEEDING: Approve specifications and call for proposals

SUBMITTED BY: City Staff

EXHIBITS: Specifications

AUTHORITY: State Law; Local Government Code, Sec. 252.001 et seq.

SUMMARY STATEMENT

City Council to call for bids for contract farming of up to 150 acres of land for the Water and Wastewater Department. Said contract farming to include the raising of alfalfa crops on City owned land, utilizing City supplied effluent water on a crop schedule to be determined by the City.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to call for bids for contract farming of up to 150 acres of land for the Water and Wastewater Department. Said contract farming to include the raising of alfalfa crops on City owned land, utilizing City supplied effluent water on a crop schedule to be determined by the City. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

In 2009 the City Council accepted proposals from Glenn Hogg and Benny Flowers for agriculture use of the 150 acres we purchased west of the plant. This was a five year lease and the lease expires this month. We request permission to advertise for proposals from individuals interested in farming this tract (it has to be alfalfa). **Recommend advertise for lease proposals.** (FV)



**REQUEST FOR PROPOSALS
FOR AN AGRICULTURAL LEASE
FOR THE CITY OF LAMESA, TEXAS
JANUARY 15, 2019**

I. IN GENERAL

The City of Lamesa, Texas is seeking an agricultural lease of farmland to be used for the disposal of treated domestic wastewater effluent. The lease shall require the growing of alfalfa on approximately 150 acres with an application rate of effluent not to exceed 4.0 acre-feet per year per acre irrigated overall.

II. SCOPE OF SERVICES TO BE PROVIDED

A. Project Description

1. Location of land. The land to be leased is located adjacent to the City of Lamesa's wastewater treatment plant. See attached map for exact location of property.
2. Amount of land to be farmed. Approximately 132 to 150 acres.
3. Scope of Project. The person leasing the land shall grow an alfalfa crop on the designated land utilizing treated wastewater from the City's wastewater treatment plant at a rate to be determined by the City's wastewater treatment plant permit.
4. City's responsibility. The City is responsible for maintaining the existing pump and pipeline from the holding ponds to the property. The City will work with the lessee in sustaining an appropriate pump and flow capacity.

B. General Conditions of Lease.

1. Preparation of land for planting. The person leasing the land shall be responsible for preparing the land for planting.
2. Planting of alfalfa crop. The person leasing the land shall be responsible for planting alfalfa on the specified land. No other crop shall be planted without permission of the City Manager. A cover crop to get alfalfa started is permissible.
3. Irrigation of alfalfa crop. The person leasing the land shall be responsible for operating the irrigation system at times and at rates of application that are within the parameters set by the City's wastewater treatment plant permit. Irrigation activities shall be coordinated with the City's Director of Utilities and the wastewater treatment plant operator.
4. Harvesting of alfalfa crop. The person leasing the land shall be responsible for harvesting and marketing the crop.

C. Special Conditions of Lease.

1. Farming activities must be continuous with special emphasis on producing alfalfa crops during the winter/low natural evaporation months of the year.
2. Irrigation practices shall be in compliance with the City's TCEQ permit no. 10107-01, and shall be designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Tailwater control facilities shall be provided as necessary to prevent the discharge of any wastewater from the irrigated land.
3. Wastewater shall not be applied for irrigation during rainfall events or when the ground is frozen or saturated.
4. Application rate shall not exceed 4.0 acre-feet per year per acre irrigated overall. Records shall be maintained to show the volume of effluent applied as irrigation water. The authorized disposal of treated domestic wastewater effluent shall not exceed a daily average flow of 1.88 million gallons per day (MGD) via irrigation. . The City shall be responsible for determining application rates.
5. User agrees to dispose of a minimum of 350 acre/feet, but not more than 560 acre/feet of treated domestic water per year subject to availability. Total disposal cannot exceed 4.0 acre/feet per acre per year. In order for User to meet the requirements of this agreement, the City shall provide, install, maintain and read a device to record the volume of treated domestic water disposed by the User. This record is to be the official record and will serve to determine the actual quantity of water that is being disposed of by user. If User does not agree with the records kept by this device, the User, at his own expense, is entitled to have the accuracy of the recording device checked by an appropriate company providing such services. The City shall consider its metering device accurate if it is within $\pm 2\%$ of a competent company's calibration.
6. Irrigation by effluent shall be accomplished only when the area specified is not in use.
7. Acceptance of the lease agreement will constitute an acknowledgement and agreement that the user will comply with all terms, provisions, conditions, limitations, and restrictions embodied not only in the lease agreement, but also in the permit granted by the TCEQ.
8. Amendments to the lease agreement may be necessary when changes are required to effectuate TCEQ policy.
9. In the event of any conflict between the provisions of the lease agreement and the permit, the provisions of the permit (10107-01) shall control.

III. PROPOSAL

A. Information to be provided

In order to provide the City the information necessary for selection, the person proposing to lease the land shall submit the following information:

1. Term of the lease. State the term of the lease. The lease shall not exceed five (5) years and may be in any lesser full year term.
2. Compensation. State the type and amount of compensation to be provided to or by either party .
3. Irrigation equipment. State the type of irrigation equipment to be used and whether the City has any responsibility for providing any part of the equipment.

Currently, the City has a pivot system on this tract of land which utilizes the effluent water from wastewater holding ponds and there is an existing water well for additional irrigation.

4. Person responsible for conducting or supervising the operation. Include the name address, telephone number and a summary of the persons experience with general farming, alfalfa crops, and the operation of center pivot irrigation systems.
- B. Authorized signature
- The proposal shall be signed.
- C. Submission of proposal
- To be considered the proposal should be submitted to:
Betty Conde
CityTreasurer/City Secretary
City of Lamesa
601 South First Street
Lamesa, Texas 79331
- Submissions must be received by no later than 2:00 P.M., **February 15, 2019.**

IV. SELECTION CRITERIA AND PROCESS

- A. Proposals will be reviewed by the City Council and a selection will be made on the basis of a combination of proven expertise and experience in the project field and ability to complete the project in a timely manner.
- B. The following criteria will generally be used in evaluating submitted proposals:
1. Capability to perform most or all of the farming required pursuant to the growing of alfalfa.
 2. Recent experience comparable to the proposed activity.
 3. Reputation for personal and professional integrity and competence.
 4. Capability to meet schedules and deadlines.
 5. Degree of interest shown in undertaking the activity.
 6. Familiarity with the activity's potential problems and the City's special concerns with regard to the manner in which the activity is addressed.
 7. Financial considerations.
- C. It is anticipated that the City Council will make a selection at its regular meeting on **February 19, 2019**. The City Manager will negotiate a proposed contract with the person selected.

V. LIMITATION:

This request for proposal does not commit the City of Lamesa to award a contract or to pay any cost incurred as a result of preparing such a proposal.

The City of Lamesa reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with all qualified respondents, or to cancel in part or in its entirety this request for proposal if it is in the best interest of the City of Lamesa. The selection will, in part, be based upon the conditions most favorable to the City in terms of technical expertise and capabilities, with limited reliance upon City staff resources.

The City of Lamesa reserves the right to reject any or all proposals received and to conduct new selection procedures for this or future projects.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 11

SUBJECT: TELECOMMUNICATIONS SERVICES AGREEMENT (MANDRY TECHNOLOGY SOLUTIONS, LLC.):

PROCEEDING:

SUBMITTED BY: City Staff

EXHIBITS:

AUTHORITY:

SUMMARY STATEMENT

City Council to consider entering into a 36 month Telecommunications Services Agreement with Clarative Communications to provide designated telecommunications services to City Fire Stations, including Broadband Internet, SDWAN and Failover, as managed under Mandry Technology Services at favorable pricing and award contract. *(City Manager)*

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to approve a 36 month Telecommunications Services Agreement with Clarative Communications to provide designated telecommunications services to City Fire Stations, including Broadband Internet, SDWAN and Failover, as managed under Mandry Technology Services at favorable pricing and award contract. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.



EXHIBIT A

City of Lamesa

12/10/2018

Claritive Communications
806-791-3661

Broadband Internet/SDWAN					
Site	Address	Transport	Port	Install	Total
Central Fire Station	307 N. 1st.	BB	35/4MB	\$525.00	\$273.00
Central Fire Station	307 N. 1st.	SDWAN	50MB	\$0.00	\$236.60
Central Fire Station	307 N. 1st.	Fallover	LTE	\$0.00	\$150.00
North Fire Station	1711 N. Bryan Ave.	BB	35/4MB	\$525.00	\$273.00
North Fire Station	1711 N. Bryan Ave.	SDWAN	50MB	\$0.00	\$236.60
North Fire Station	1711 N. Bryan Ave.	Fallover	LTE	\$0.00	\$150.00
Main	601 South 1st	SDWAN	50MB	\$0.00	\$236.60
Main	601 South 1st	Fallover	LTE	\$0.00	\$150.00
				\$1,050.00	
				Total	\$1,705.80

*** Applicable taxes are not included in this quote ***

*** 3 Year Agreement. ***

Quote Good for 30 Days

*** Construction Charges may apply if facilities (fiber, equipment, cabling, etc) do not exist and are needed to provision these services. ***

***30 day disconnect is usually required on existing circuits which may create 1 month of double billing with existing circuits.

Customer authorized signature

TELECOMMUNICATIONS SERVICES AGREEMENT

This agreement, together with any attachments or schedules (the "Agreement") is entered into between **Mandry Technology Solutions, LLC**, 4521 98th Street, Lubbock, Texas 79424 ("Mandry") and **City of Lamesa, 601 South 1st, Lamesa, TX 79331** ("Client"), for and in consideration of the following mutual covenants and conditions.

1. RECITALS

1.1 Mandry has entered into an agreement with multiple telecom providers which enables Mandry to provide designated telecommunications services, including Internet, Private IP, AVPN, Data Center Services, SIP, SD-WAN, UCaaS, and Private Line Services.

1.2 Mandry will provide support and contact the telecom service provider to resolve any outages on all telecom services purchased under this agreement.

1.3 Mandry is further qualified to provide consultation services to end users of the telecom services and to provide installation of customer equipment necessary to utilize telecom services, if such services are requested by the end user. These additional services will be quoted separately.

2. AGREEMENT

2.1 Term. The initial term of this Agreement is 36 months, automatically renewing every 36 months on the term start anniversary date, unless and until canceled in writing not less than sixty (60) days prior to the term start anniversary date. The term includes a 36-month revenue commitment. The start of the term is the first full month of billing. Mandry will provide written notice to Client of any increases in prices or other changes to the term of this Agreement thirty (30) days prior to the term start date at which time Client will have fifteen (15) days to notify Mandry of its intent to cancel this Agreement. If Mandry fails to perform, Client shall give written notice to Mandry of the failure to perform and Mandry shall have sixty (60) days to cure such failure to perform and if Mandry has not cured the failure to perform, Client may terminate this Agreement at the end of such sixty (60) day cure period. Anything to the contrary herein notwithstanding, if the telecom provider for any reason ceases or refuses to provide the Telecom services in accordance with its agreement with Mandry, this Agreement will terminate as of the date of the telecom providers default which results in the failure to provide any of the Telecom services subject to this Agreement.

2.2.1 Rates. Client can utilize Telecom services available under this agreement according to the pricing schedules attached to this Agreement at Exhibit "A" and incorporated herein for all purposes. Mandry's charges for non-Telecom services shall be at its then current standard rate.

2.2.2 Time for Payment. Client acknowledges that billings are done on a monthly basis and that Mandry must pay the telecom provider on all telecom services within thirty (30) days of the date of the invoice from the telecom carrier to Mandry. Accordingly, Client agrees to pay to Mandry all sums owing to Mandry under this Agreement within fifteen (15) days after Client receipt of the invoice.

2.2.3 Additional Charges. If at any point Telecom services ordered or cancelled by Client (or Client failure to timely pay) cause Mandry to incur additional service or installation fees or charges not specified by this Agreement, Mandry may pass the charges actually incurred from the telecom provider, arising due to the actions of the Client in its next monthly invoice.

2.2.4 Installation/Cancellation Changes. Client can order additional new telecom services as necessary and at anytime. Early termination of any circuit by Client will not offset the obligation to payment to Mandry for the full term of the balance of those services. Client will be notified of any applicable telecom installation or construction charges for any telecom service. Client may cancel the telecom service order if the installation charges are not agreed upon by Client. All telecom services will continue beyond their stated term on a month-to-month basis unless a termination notice is sent at least 60 days before the circuit is intended to be terminated.

2.2.5 Non-TELECOM Late Changes. For Non-Telecom services provided to Client, will pay interest at the rate of 12% per annum on all sums not paid within thirty (30) days of the date of the invoice for such services.

2.3 Service Standards, Availability and Credits.

2.3.1 Telecom services. It is understood that Client is to make all warranty claims and requests for support to Mandry who will then promptly notify the telecom provider. Client agrees that its warranties and any credits for outage etc. for telecom services are limited to those paid by the telecom provider for such claims.

2.3.2 Non-Telecom services. Mandry warrants that all Non-Telecom services provided hereunder will be provided to Client in accordance with prevailing telecommunications industry standards and in accordance with the technical specifications set forth in Bellcore Publication TR-NWT-000499, and/or any amendments or modifications thereto. Mandry will use reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in service.

2.4 Special Covenant. Does not apply.

2.5 Disputes. Should Client dispute any of the monthly charges on its monthly invoice, it shall notify Mandry as soon as possible, and in no event later than one-hundred and twenty (90) days after invoice date, of the disputed charges. Said notice shall set forth in writing all details concerning the disputed charges. Any portion of the invoice not under dispute shall be paid according to the terms thereof. Each party shall use its respective best reasonable efforts to resolve any dispute as expeditiously as possible. After resolution of the dispute, the disputed portion of said invoice found owing shall be paid immediately. Notwithstanding the foregoing, Client may not dispute any of the standard rates for Telecom services and agrees to timely submit all portions of the charges for the Telecom services which are consistent with the pricing on Schedule "A".

2.6.1 Telecom services. All warranties, if any, related to the Telecom services are provided solely by the telecom provider. Client will contact Mandry with any support or warranty claim related to Telecom services. Mandry will promptly contact the telecom provider for support and warranty claims. Mandry agrees to assist Client as necessary, in the documentation and presentation of any such warranty claims to the telecom provider.

2.6.2 Non-Telecom services. Mandry warrants that the equipment and technical specifications it uses are suitable for the use intended, and Client warrants and represents that it is fully authorized to contract for the services specified in this Agreement.

MANDRY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

2.7 Damages

Neither Client nor Mandry shall be liable to the other for any consequential, indirect, special, or incidental damages whatsoever, including, without limitation, any loss of revenue, goodwill, or profits or claims by third parties, or otherwise, in connection with or related to any of the services and/or facilities provided pursuant to this Agreement.

2.8 Indemnity

Client, agrees to indemnify, defend and save harmless Mandry for any liability incurred or threatened to be incurred by Mandry to any third party as a result of the negligent conduct, willful acts or omissions, of Client, its agents, servants, employees, or any other parties over whom Client exercises control. Such indemnification shall include, without limitation, any liability incurred or threatened to be incurred by Mandry as a result of any claim, demand, action, lawsuit, or proceeding brought about by Client's acts or omissions in connection with the transmission or republication of any material which is found to be defamatory in nature or involves the unauthorized use or infringement of a trademark, trade name, service mark, patent rights, or similar data or information transmitted by Client over Mandry's network. Likewise, Mandry agrees to

indemnify, defend and save harmless Client for any liability incurred or threatened to be incurred by Client to any third party as a result of the negligent conduct, willful acts or omissions, of Mandry, its agents, servants, employees, or any other parties over whom Mandry exercises control. Such indemnification shall include, without limitation, any liability incurred or threatened to be incurred by Client as a result of any claim, demand, action, lawsuit, or proceeding brought about by Mandry's acts or omissions in connection with the transmission or republication of any material which is found to be defamatory in nature or involves the unauthorized use or infringement of a trademark, trade name, service mark, patent rights, or similar data or information transmitted by Mandry over Mandry's network

2.9 Force Majeure

If the performance of the respective obligations of Client and/or Mandry shall be prevented or interfered with by reason of any fire, flood, epidemic, earthquake, or any other act of God, explosion, strike or other disputes, riot or civil disturbance, war (whether declared or undeclared), armed conflict, any municipal ordinance, or state or federal law, governmental order or regulation, or order of any Court of competent jurisdiction, or other similar forces not within the control of Client or Mandry as the case may be, then Mandry and/or Client, shall not be liable to the other for its failure to perform such obligations hereunder.

2.10 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Mandry shall not assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of Client, said consent not to be unreasonably withheld or delayed.

3. MISCELLANEOUS

3.1 Confidentiality. The parties understand and agree that the terms and conditions of this Agreement and all documents referenced herein are confidential as between the parties and shall not be disclosed to any party other than the directors, officers, and employees of the parties or agents of the parties who have specifically agreed to nondisclosure of the terms and conditions hereof; provided that the terms and conditions of this Agreement may be disclosed to a third party not identified above if such disclosure is mandated by a final and unappealable order of a governmental entity in the exercise of its lawful jurisdiction and the non-disclosing party has, prior to the entry of such order, been given notice and full opportunity to contest the rendition of said order. Violation by either party or its agents of the foregoing provision shall entitle the other party, at its option, to immediately discontinue providing services and/or facilities to the disclosing party. The remedies stated in this paragraph are, as elsewhere in this Agreement, in addition to, and not exclusive of, all other remedies available at law or in equity.

3.2 Illegality. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted. In addition, this Agreement shall be terminated upon the determination of a governmental entity

having jurisdiction over the services and/or facilities provided pursuant to this Agreement that the relationship of the parties, services and/or facilities provided hereunder are contrary to existing law.

3.3 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for, any different or subsequent breach or default.

3.4 Notice. All notices required by this Agreement shall be in writing (which may be by facsimile), and shall be presumed to have been delivered when actually received, or upon the expiration of five (5) days following the date of deposit in a regularly maintained receptacle for United States mail, postage fully prepaid, and sent, via overnight, express, registered, or certified mail, return receipt requested, and addressed to the applicable party at its address set forth below or at such other address as such party may have previously specified by notice delivered in accordance with this paragraph and actually received by the addressee:

If to Client: City of Lamesa
 601 South 1st
 Lamesa, TX 79331

If to Mandry: Mandry Technology Solutions, LLC
 4521 98th Street
 Lubbock, Texas 79424
 Attn: Thomas Mandry

3.5 Insolvency or Bankruptcy. In the event a petition for bankruptcy is filed on by a party, at its insistence or against its will, or if a party shall otherwise be adjudicated to be insolvent, or if a party shall make an assignment for the benefit of creditors, or otherwise take advantage of any act or law for the relief of debtors, such action shall be deemed a breach of this Agreement, and the non-breaching party, at its option and in its sole discretion, may cancel this Agreement and demand full payment for all charges owing it.

3.6 Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto and supersedes all prior statements, representations, understandings, or agreements of the parties with respect to the subject matter contained herein.

3.7 Amendment. This Agreement shall not be amended, changed, modified, terminated or discharged in whole or in part, except by an instrument in writing duly executed by Client and Mandry, or their respective heirs or assigns.

3.8 Construction. Should an occasion arise in which interpretation of this Agreement becomes necessary, such construction or interpretation shall not presume that the terms hereof be more strictly construed against one party by reason of any rule of construction or authorship. This Agreement is not intended to be, and shall not be construed to create a partnership, agency, or joint

venture between the parties, or result in a joint communications offering to the customers of either Client or Mandry; provided, however, that, for the purpose of ordering telephone or other telecommunications services and/or facilities, Mandry may act as agent of Client should the parties so agree in writing.

3.9 Remedies. The remedies provided for in this Agreement are in addition to any other remedies available at law or in equity, by statute, or otherwise.

3.10 Attorney's Fees. Should it become necessary for either party to retain the services of an attorney to enforce its rights hereunder (including in-house counsel), and should any lawsuit be necessary to enforce said rights, then the prevailing party shall be entitled to receive reasonable attorney's fees from the other party.

3.11 Headings. The headings included herein are for convenience only and are not intended to, nor do they, constitute a portion of this Agreement and shall not be used in any construction hereof.

3.12 Duplicate Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. It shall not be necessary in making proof of this Agreement to produce or account for more than one of such counterparts.

3.13 Governing Law. This Agreement is executed in Lubbock, Texas, and shall be governed by the laws of the State of Texas, with venue at Lubbock, Texas.

EXECUTED this 18th day of December, 2018.

City of Lamesa

By: _____
Authorized Employee

Mandry Technology Solutions, LLC

By: _____
Authorized Employee

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 12

SUBJECT: OPEN REQUESTS FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR 2018 CDBG GRANT:
PROCEEDING: Action
SUBMITTED BY: City Staff
EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to open requests for Qualification for Engineering Services for 2018 CDBG Grant. (*City Manager*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve contract. for Engineering Services for 2018 CDBG 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.

Sample Request for Qualifications (RFQ) for Engineering Services

The City of Lamesa is seeking to enter into an engineering services contract with a state-registered engineer to assist the City in preparing an application for and in the project engineering of its proposed Program Year 2019-2020 Community Development Fund public infrastructure project, if funded by the Texas Community Development Block Grant Program (TxCDBG) at the Texas Department of Agriculture – Office of Rural Affairs (TDA). The following outlines the request for proposals.

- I. Scope of Work - The engineering contract will encompass all application and project-related engineering services to the City of Lamesa under its 2019-2020 Community Development Fund public infrastructure project, including but not limited to the following:

Phase One

- Application preparation assistance, including sealed Table 2, Budget Justification, and Exhibit*

Phase Two

- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

Please specify actual tasks to be performed under each of these categories.

*Application Items are not reimbursable with CDBG federal or local match funds

- II. Statement of Qualifications - The City of Lamesa is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state
- Consultant/Firm is registered on SAM.gov and is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers that will or may be assigned to this project if you receive the engineering services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract with estimated value of \$50,000 or more. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.

Deadline for Submission - The proposals received will be received no later than 9:30 am on December 17, 2018 at the following address: 601 S. 1st Street, Lamesa, Texas 79331

DISCLAIMER: This sample draft document was developed by TDA's Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program **administered by** the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

[Text deleted]

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. City Manager/County] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - **The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in**

order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ _____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:_] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:

(Local City/County Official)

(Printed Name)

(Title)

BY:

(Firm/Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project: (*Choose appropriate contracted services*)

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit I.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.

20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).

5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

**PART III -
PAYMENT SCHEDULE**

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment. [Text deleted.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and

choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 ([Text deleted]1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "**Equal Employment Opportunity**," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____

Date Submitted: _____

Grant No.: _____

Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 13

SUBJECT: PROCUREMENT OF ENGINEERING SERVICES FOR 2018 CDBG GRANT

PROCEEDING: Action

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve a Resolution awarding Engineering Services contract for 2018 CDBG Grant.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a Resolution awarding Engineering Services contract for 2018 CDBG 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO ENTER INTO AGREEMENT FOR ENGINEERING SERVICES FOR THE 2019/2020 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM OF THE TEXAS DEPARTMENT OF AGRICULTURE (TDA).

WHEREAS, the City Council of the City of Lamesa is applying for a Grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA).

WHEREAS, The City of Lamesa is seeking to contract with Qualified Engineering Firm to provide engineering services associated to Application Preparation and Project Implementation for the continuance of this Texas Community Development Block Grant (TxCDBG) application;

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

That the Mayor be authorized to sign a contract with _____ of _____, Texas for the City of Lamesa, Texas for contract with Qualified Engineering Firm to provide engineering services for application preparation and project implementation for the 2019/2020 Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA).

PASSED AND APPROVED THIS 18th OF NOVEMBER 2018.

Josh Stevens, Mayor

ATTEST:

Betty Conde, City Secretary

**PROCUREMENT OF ENGINEERING SERVICES
Pre-Award and Post-Award**

PUBLIC NOTICE

The City of Lamesa seeks to develop an application to the Texas Department of Agriculture for the 2019/2020 Community Development Fund for eligible activities associated to the Texas Community Development Block Grant Program. Accordingly, the City is soliciting qualifications from Texas-Registered Engineers to provide engineering services associated to Application Preparation and Project Implementation. Firms and/or individuals should have past experience with federally funded programs. All respondents must be registered with SAM.gov. Please submit 4 copies of a statement of qualifications to:

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

Submittals for these services shall be received by the City no later than 2:00 pm on December 17, 2019 which is at least ten (10) days after this publication and contact dates of RFQ. The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The City of Lamesa is an Affirmative Action/Equal Opportunity Employer

Shawna Burkhart

From: Kay Howard <kay@howco.net>
Sent: Friday, November 30, 2018 2:35 PM
To: Shawna Burkhart; Terri Stahl
Cc: Lisette Howard; Jan Torres; Becky Bixler; Jeffrey Martin
Subject: Lamesa 2019/2020 CDBG Engineering Schedule

Shawna and Terri,

The schedule will be as follows:

Submit Engineering Procurement Adv: November 30

Publication of Adv: Wednesday December 5

Email Requests to Engineers selected: Monday, December 3

Evaluation Packet to City: Monday December 10

Engineering Proposals to City: December 17

Evaluation/Review of Engineering Proposals: December 18

Notification of Winning Proposal: December 19

Please let me know if you have any questions or concerns.

Thank you,

Kay

*****NEW OFFICE AND MAILING LOCATION*****

Kay Howard

A & J Howco Services Inc.

8207 Hudson Street Suite C (79423)

PO Box 64780

Lubbock, TX 79464-4780

Office 806/797-4299 Ext. 202

Fax 806/797-6041

Cell 806/789-4832

www.howco.net

" I don't know what your destiny will be, but one thing I know: The ones among you who will be really happy are those who have sought and found how to serve." Albert Schweitzer

December 10, 2018

Shawna Burkhart
City of Lamesa
601 S. 1st Street
Lamesa, Texas 79331

Re: Evaluation Forms

Dear Mrs. Burkhart

Enclosed are the evaluation forms for engineering services. For each proposal the City receives, a form(s) must be completed that indicates the proposal was scored on each scoring criteria.

In scoring the RFP's, a determination needs to be made regarding whether or not the proposal is a responsible and responsive offer from a qualified source. These terms, responsible and responsive are defined on the evaluation form. Points on each scoring category may be assigned accordingly from a low up to maximum points. Example: Work Performance Range: 15 up to 60.

Evaluation and selection for negotiations may occur at Council, staff level with and elected official unless local policy differs. Official Council action is only needed for final award or approval of the actual contract. After evaluation and scoring of points, place all offerors in rank order starting with the firm who had the highest points to the firm who had the lowest point. Notify all offerors of the ranking. The City will negotiate a contract with the highest-ranking firm (according to the firm who received the most points).

Once the evaluation forms and rank order letter are completed, please scan and return to Howco.

If you have any questions, please call.

Sincerely,

Jeff Martin
Enclosures

CITY OF LAMESA
ENGINEERING SERVICES
REQUEST FOR PROPOSAL
Steps for Implementation of Procurement

- ✓ 1. Prepare for mailing packet requesting proposals from contracting firms. (HOWCO prepared for City.)
- ✓ 2. Publish advertisement requesting proposals in local newspaper and post notices on City place for notices. (Howco submitted notices to local newspaper for the City.)
- ✓ 3. Email/fax/Mail certified return receipt RFP packets to interested parties to at least five firms. (HOWCO email the RFP packets to engineering firms for the City.)
- 4. Receive proposals by deadline (mark when they are received).
- 5. Review of proposals by Council, elected official with staff or committee; then score each offeror's proposal.
- 6. Recommendation of ranking of qualified offerors by staff or committee to City Council.
- 7. Notify unsuccessful offerors in writing that their proposals were not selected for contract negotiation. (If requested to do so, City must share results of the unsuccessful offeror evaluation and that of successful offeror).
- 8. Negotiate contract terms with successful offeror prior to submission of grant application. A Pre-agreement Letter and Financial Interest Report will be submitted with the application to the Texas Department of Agriculture.

CITY OF LAMESA

Evaluation Team Appointment

The following persons have been appointed to:

- determine the criteria to select engineering service providers; and
- review and rate proposals/qualifications from engineering service providers.

Name	Title/Office/Position
1.	
2.	
3.	
4.	

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Lamesa
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. 2019/2020
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

<u>Comments</u>			
<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects		20	_____
2. Has worked on federally funded construction projects		10	_____
3. Has worked on projects that were located in this general region.		10	_____
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management		15	_____
5. Current Certification of TxCDBG Project Implementation Training		5	_____
Subtotal, Experience		<u>60</u>	<u>_____</u>

Work Performance

<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule		10	_____
2. Manages projects within budgetary constraints		5	_____
3. Work product is of high quality		10	_____
Subtotal, Performance		<u>25</u>	<u>_____</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff		5	_____
2. Adequacy of Resources		5	_____
3. Professional liability insurance is in force		5	_____
Subtotal, Capacity to Perform		<u>15</u>	<u>_____</u>

TOTAL SCORE

<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience		60	_____
<input type="checkbox"/> Work Performance		25	_____
<input type="checkbox"/> Capacity to Perform		15	_____
Total Score		<u>100</u>	<u>_____</u>

Date: _____

Dear Sirs:

Evaluation of proposals to provide Engineering Services with respect to our 2019/2020 Texas Community Development Block Grant Program has now been completed.

As stated in our RFP, after evaluating the proposals received, we have placed all offerors in rank order. The results of this ranking are as follows:

1st: _____

2nd: _____

3rd: _____

4th: _____

5th: _____

Please be advised that it is our intention to negotiate a contract with our highest ranking firm after a contract award by the Texas Department of Agriculture has been completed. If for any reason such negotiations do not produce a satisfactory agreement, negotiations will be terminated with the first one of our highest-ranking firms and the firm will be notified of this decision. These procedures will be followed until a satisfactory agreement is reached.

For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent and the City negotiate engineering agreement to determine fair and reasonable compensation based on the project scope.

Thank you for your proposal. Your interest in our project is greatly appreciated.

Sincerely,

Josh Stevens, Mayor
City of Lamesa

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 14

SUBJECT: BUDGET AMENDMENT III

PROCEEDING: Ordinance, 1ST Reading

SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider amending Ordinance O-14-18 on First reading with respect to October 1, 2018. (*City Manager & Finance Director*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance No.O-14-18 on First reading with respect to October 1, 2018. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO.

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

On the 15th day of January, 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 (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council desires to amend Ordinance No. 0-14-18 to make certain revisions to the 2018-2019 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

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

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

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$ 188,207.30	\$ 208,667.30
Utility Fund (2)	\$ 48,029.00	\$ 48,029.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this February 19, 2019.

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

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on January 15th, 2019 by a majority vote; and on February 19th, 2019, there 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 (Government. 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 Reading 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:

Shawna D. Burkhart
City Manager

APPROVED:

Josh Stevens
Mayor

CITY OF LAMESA
BUDGET AMENDMENT 2019-03 FOR FY 2018/2019

GENERAL FUND (1)

This budget amendment reflects \$127,509.30 Weaver Foundation donation for purchase of two Police vehicles (2019 Chevy Tahoes);

Increase Revenue (01-40904 – Misc. Revenues)	\$ 127,507.30
--	---------------

Increase Expenditures – (01-5063-954 – Eqpt. - Motor Vehicle)	\$ 127,507.30
---	---------------

This budget amendment reflects \$60,700.00 Weaver Foundation donation for roofing the Dawson County Library building that is owned by the City.

Increase Revenue (01-40904 – Misc. Revenues)	\$60,700.00
--	-------------

Increase Expenditures (01-5023-401 – Buildings)	\$60,700.00
---	-------------

This budget amendment reflects contracting with Clarative Communications to provide broadband internet, SDWAN and failover capabilities for the Fire Stations. This reflects \$1,705.00 monthly contract.

Increase Expenditures (01-5051-507 – Communications)	\$20,460.00
--	-------------

UTILITY FUND (2)

This budget reflects \$48,029 Weaver Foundation donation for purchase of a 6" water pump for the Water Department.

Increase Revenues (02-41204 – Misc. Revenues)	\$48,029.00
---	-------------

Increase Expenditures (02-5112-953 – Eqpt. – Major Inst. & App.)	\$48,029.00
--	-------------

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 15

SUBJECT: APPROVE PURCHASE OF TWO POLICE VEHICLES:
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to approve the purchase of two police vehicles from MHQ of New Mexico (utilizing ESC 19 Purchasing Cooperative). (*City Manager*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the purchase of two police vehicles from MHQ of New Mexico (utilizing ESC 19 Purchasing Cooperative). Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.



November 7, 2018

CITY OF LA MESA/POLICE DEPARTMENT
La Mesa, TX

Chief Alwin,

Melloy Chevrolet submits the following bid for two 2019 Chevy Tahoe Police Pursuit Vehicles.

2019 Chevrolet Tahoe PPV	\$33,700.00 Ea. X 2 = \$67,400.00
Emergency Equipment Upfit (MHQ of NM)	\$29,654.65 Ea. X 2 = \$59,309.30
Delivery to LaMesa, Texas	450.00 Ea. X 2 = <u>\$800.00</u>
TOTAL	\$127,509.30

We appreciate the opportunity to quote these vehicles. Please let me know if you have questions.

Sincerely,

Randy Witt
Fleet/Government Sales Manager
505-866-3005

melloyloslunas.com | 499 Emilio Lopez Road NW Los Lunas, NM 87031 | (505) 866-3100



RAM

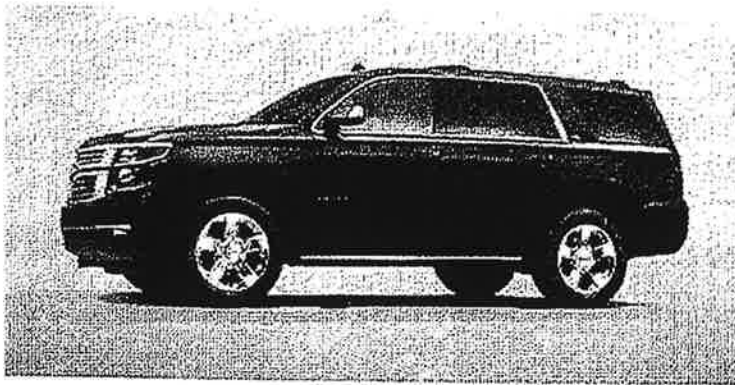


Jeep





[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)





[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$46,700.00
Total Options	(\$3,445.00)
Vehicle Subtotal	\$43,255.00
Adjustments	\$0.00
Destination Charge	\$1,295.00
Grand Total	\$44,550.00

Texas Government Price

\$ 33,700.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 6255. Data Updated: Aug 6, 2018 9:17:00 PM PDT.



[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CC15706	2019 Chevrolet Tahoe 2WD 4dr Commercial	\$46,700.00

COLORS

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 6255. Data Updated: Aug 6, 2018 9:17:00 PM PDT.



[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Capless fuel fill (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
K4B	Battery, Auxiliary, 730 CCA (Requires (RD6) 17" painted steel wheels or (PZX) 18" aluminum wheels with high-polished finish.)	0.00 lbs	0.00 lbs	Inc.
KW7	Alternator, 170 amps, high output (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plate Package with (9C1) Police Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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Data Version: 6255. Data Updated: Aug 6, 2018 9:17:00 PM PDT.



[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
7X6	Spotlamp, left-hand (Requires (9C1) Police Vehicle. Not available with (7X7) left and right-hand spotlamps.)	0.00 lbs	0.00 lbs	\$490.00
—	Door handles, body-color (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
—	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
—	Luggage rack, delete (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
VK3	License plate front mounting package	0.00 lbs	0.00 lbs	\$0.00

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9U3	Seats, driver and passenger front individual seats in cloth trim Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (H0U) Jet Black cloth.)	0.00 lbs	0.00 lbs	\$0.00
—	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
—	Key, 2-sided (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
—	Power outlets, 4 auxiliary. 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle.) *CREDIT*	0.00 lbs	0.00 lbs	Inc.

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, V-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only). *CREDIT*	0.00 lbs	0.00 lbs	(\$3,935.00)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VQ2	Fleet processing option	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group Includes Standard Equipment	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seating, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (When (H2G) Jet Black vinyl interior trim is ordered, seats will be manual not power.) (STD)	0.00 lbs	0.00 lbs	\$0.00

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C5U	GVWR, 6800 lbs. (3084 kg) (2WD model only. Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
I05	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	0.00 lbs	0.00 lbs	\$0.00

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)	0.00 lbs	0.00 lbs	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QAR	Tires, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	0.00 lbs	0.00 lbs	Inc.

SUSPENSION PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs	Inc.

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

PAINT SCHEME

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZY1	Paint scheme, solid application	0.00 lbs	0.00 lbs	\$0.00
	Options Total	0.00 lbs	0.00 lbs	(\$3,445.00)

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Data Version: 6255. Data Updated: Aug 5, 2018 9:17:00 PM PDT.



[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7100 lbs. (3221 kg) (Requires 2WD model.)

E85 FlexFuel capable

Differential, heavy-duty locking rear

Rear wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Hill Start Assist

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle, includes Silver with center caps. (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

Exterior

Fascia, front body-color (With (9C1) Police Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

Entertainment

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio, delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

Interior

Seating, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (When (H2G) Jet Black vinyl interior trim is ordered, seats will be manual not power.) (STD)

Seat trim, cloth

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

Interior

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized-vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power, with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle, 1st row passenger assist handle is removed when (TX7) Spot lamps are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, frontal and side-impact for driver and front passenger and head-curtain for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Door locks, rear child security

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle does not apply to spare tire.

Theft deterrent, content, electrical, unauthorized entry

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr (2)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
11/7/2018	5846
This quote expires in 90 days	

Name / Address
Lamesa Police Department 601 S. First Street Lamesa, TX 79331 Chief Dale Alwan

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 249-3180	(505) 821-3530	gtrujillo@mhqnm.com	www.mhqwest.com	2018 Tahoe
Item	MFG	Description	Qty	Price	Total
Build	Build	Contact Name: Chief Dale Alwan Contact Number: 806-872-2121 Vehicle/Year: Chev/2019 Type: Tahoe			0.00T
EMPLBSS153	soundoff Signal	53 inch mpower lightbar. Red/White, Blue/White with Flood	1	2,400.00	2,400.00
ETSS100N	Sound Off Sig...	100N Series Composite Speaker w/universal bail bracket. 100 W.	1	174.00	174.00
ETSA481CSP	Sound Off Sig...	nERGY™ 400 Series Multi-Function Siren w/ Button Control, 10-16v - 100w single speaker	1	391.80	391.80
ETHTAHO-07+	Sound Off Sig...	Tahoe 2007+ Plug-In Flasher	1	60.57	60.57
Materials		Misc Shop Supplies and Materials-Relay	1	25.00	25.00
ENT2B3RBW	SoundOff Signal	Intersector Under Mirror/Surface Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 18 LED, Tricolor - Red/Blue/White	2	172.20	344.40
EMPS2STS5RBW	SoundOff Signal	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White-Spoiler, Side Steps, Channel	18	124.20	2,235.60
MPS620U-BW	Federal Signal	12-Led Lighthouse, Blue/White-Under Hatch	1	91.30	91.30
MPS620U-RW	Federal Signal	12-Led Lighthouse, Red/White-Under Hatch	1	91.30	91.30
MPS1220U-BW	Federal Signal	MicroPulse™ Ultra 1220, Dual Color Models-24 LED Lighthouse. Blue/White, License Plate, Side of PB	2	108.35	216.70
			Subtotal		
			Sales Tax (7.875%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
11/7/2018	5846
This quote expires in 90 days	

Name / Address
Lamesa Police Department 601 S. First Street Lamesa, TX 79331 Chief Dale Alwan

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 249-3180	(505) 821-3530	gtrujillo@mhqnm.com	www.mhqwest.com	2018 Tahoe
Item	MFG	Description	Qty	Price	Total
MPS1220U-RW	Federal Signal	MicroPulse™ Ultra 1220, Dual Color Models-24 LED Lighthead, Red/White-License Plate, Side of PB	2	108.35	216.70
PMP2RSBTH4	Soundoff Signal	Rear Spoiler Bracket, 4 Module Kit, Black, for use with mpower® 4" Fascia Stud Mount Light - Chevrolet Tahoe 2015+	1	69.00	69.00
36-53805	Westin Public ...	2015 Chevrolet Tahoe Bumper Guard - Front	1	424.80	424.80
36-53805W	Westin	Wing Wrap EliteXD-Tahoe/Suburban 2015-2017	1	191.20	191.20
36-6015SMP4	Westin	Westin 4 Light Channel mPower Lights cutouts 33.1"	1	28.30	28.30
CC-F-THOS-18	Troy	Chevy Tahoe 18" Console Wide Body	1	468.75	468.75
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	1	39.38	39.38
FP-SGTRAY	Troy	4" face plate shallow tray w/sloped floor; Store cell phone, keys, wallet, sunglasses, etc. 1.75" H	1	30.00	30.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	51.19	51.19
FP-MTURBO	Troy	3" Face Plate for XPR 4550	1	0.00	0.00
AC-ARMMNT-90	Troy	Troy HEIGHT ADJUSTABLE FOAM ARM REST TURNED 90 Degrees (5"x8") Bolts to Console Rear	1	122.07	122.07
			Subtotal		
			Sales Tax (7.875%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
11/7/2018	5846
This quote expires in 90 days	

Name / Address
Lamesa Police Department 601 S. First Street Lamesa, TX 79331 Chief Dale Alwan

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 249-3180	(505) 821-3530	gtrujillo@mhqnm.com	www.mhqwest.com	2018 Tahoe
Item	MFG	Description	Qty	Price	Total
AC-MCM1	Troy	Dog-ear type microphone clip plate and clip assembly, no-holes-drilled design	2	11.82	23.64
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff	1	0.00	0.00
CM-TH15-SL-LED	Troy	2015-17 Tahoe passenger seat mnt w/slide arm for docking station	1	453.75	453.75
7160-0882-03	Gamber Johnson	Dell Latitude Rugged Laptop Docking Station (Tri RF)	1	892.00	892.00
167-09	Gamber Johnson	Lind 11-16V Auto Power Supply	1	119.95	119.95
GK10342UHKSVSCAXL	Setina	Dual T-Rail Mount 2 Universal XL , Handcuff Key Override. For Large size SUV, Trucks or Vans.	1	351.20	351.20
TP-E-SL6-FS-SS	Troy	Full size Recessed Panel; Sliding window: Square hole punched	1	649.69	649.69
KP-TH15BF-SS	Troy	2015-17 Tahoe 3-Pc. kick panel assembly w/foot pockets	1	138.75	138.75
WG-TH15-SET	Troy	2015-17 Tahoe driver and passenger side window guards, welded bars, vertical design	1	208.69	208.69
S5705T15	Pro-Gard	Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit	1	952.00	952.00
			Subtotal		
			Sales Tax (7.875%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
11/7/2018	5846
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Name / Address
Lamesa Police Department 601 S. First Street Lamesa, TX 79331 Chief Dale Alwan

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 249-3180	(505) 821-3530	gtrujillo@mhqnm.com	www.mhqwest.com	2018 Tahoe
Item	MFG	Description	Qty	Price	Total
VIS-EXT-WIF-001	WatchGuard ...	VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, Wi-Fi docking base, Smart PoE Switch, cables and 1 year warranty.	1	1,445.00	1,445.00
VIS-CHG-BS2-KIT	WatchGuard ...	VISTA Charging Base R2 Kit, incl. Power and USB Cables	1	95.00	95.00
4RE-ELT-GPS-200	WatchGuard ...	4RE Elite DVR Camera System with support for up to 6 cameras, as well as, support for dual HiFi microphones. Includes an integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	1	5,070.00	5,070.00
CAM-4RE-PAN-NHD	WatchGuard ...	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	1	200.00	200.00
CAM-AUX-GMB-001	WatchGuard ...	Auxiliary Camera, IR CAMERA	2	275.00	550.00
4RE-WRL-KIT-101	WatchGuard ...	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	1	200.00	200.00
DSR-2X	Stalker Radar	Direction Sensing-Patrol Car-2 Antennas	1	3,030.00	3,030.00
3SC0CDCR	Whelen	3" Round Compartment light. White/Red-Rear Hatch	2	51.10	102.20
OP-CTU-16-47-36-D	Ez Stak	Aluminum Chevy Tahoe DrawerUnit with Single Drawer 16"HX47"WX36"D	1	1,380.00	1,380.00
40101010	EZ Stak	Rubber Matting Per Weapon Drawer	1	30.91	30.91
			Subtotal		
			Sales Tax (7.875%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
11/7/2018	5846
This quote expires in 90 days	

Name / Address
Lamesa Police Department 601 S. First Street Lamesa, TX 79331 Chief Dale Alwan

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 249-3180	(505) 821-3530	gtrujillo@mhqnm.com	www.mhqwest.com	2018 Tahoe
Item	MFG	Description	Qty	Price	Total
40101014	EZ Stak	Side-to-Side Divider per weapon drawer	1	39.42	39.42
453440	Tessco Inc	NMO Cable 17'	1	19.44	19.44
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs	1	768.00	768.00
Shipping Labor NM	MHQ of New ...	Shipping	1	450.00	450.00
		Installation Labor-Customer Supplied Radio and Antenna	42	80.00	3,360.00T
Graphics Labor GR	MHQ Graphics	Graphics	1	800.00	800.00
		Graphics Installation	5	72.00	360.00T
			Subtotal		
			\$29,361.70		
			Sales Tax (7.875%)		
			\$292.95		
			Total		
			\$29,654.65		

**EDUCATION SERVICE CENTER REGION 19
RFP AWARD SUMMARY**

RFP TITLE: Automotive, Bus Parts, Tires, Supplies & Related- ESC Region 19 Allied States Cooperative

RFP NUMBER: 19-7325

RFP OPENING DATE: November 9, 2018

CONTRACT TERM: Date of award until December 31, 2019 with an option to extend another four (4) years annually

FUNDING SOURCE: Various

RFP's ISSUED: 103

RESPONSES: 20

ADVERTISEMENT DATES: El Paso Times – October 8 & 15, 2018
The Washington Post - October 8 & 15, 2018

BOARD MEETING DATE: December 20, 2018

RECOMMENDED FOR AWARD

Advanced Auto Collision Repair Center Inc.
Advanced Fleet Maintenance
Alamo Industries, Inc. dba Alamo Auto Supply
Border Parts Group, Inc. dba Napa Auto Parts
Casa Ford, Inc.
DA Defense Logistics HQ
Far West Services Inc
Frontera Radiators & Parts Inc
HaasTech dba Advanced Starter Service
Heavy Duty Bus Parts Inc
Integrated Mechanics, LLC
MHQ of New Mexico
Mike & Sons Machine Shop, LLC
RTyler Video Systems
Southern Tire Mart, LLC
The Goodyear Tire & Rubber Company
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts
USD INC.

TOTAL (estimated): \$10,000,000.00/ year

EXPLANATIONS:

Award of this contract will enable ESC Region 19 Purchasing Cooperative members and ESC Region 19 to purchase various goods and services for transportation requirements as needed during the contract term. Due to several failed attempts to retrieve the required reference requests needed for evaluation purposes, Glass Doctor of North Texas was not considered for award. Delivery Concepts Central did not bid on any line item in their submission, and therefore were not considered for award. **Links for percent discount/mark-ups are on page 20.**

SPECIFICATIONS PROVIDED BY:

Royce Cleveland
ESC Region 19 Allied States Cooperative

EVALUATION COMMITTEE:

Royce Cleveland
ESC Region 19 Allied States Cooperative

Rebecca Hernandez
ESC Region 19 Allied States Cooperative

Renae Lawrence
ESC Region 19 Allied States Cooperative

Contact Information

Advanced Auto Collision Repair Center Inc.

Mr. Juan (Johnny) M. Hinojos

7676 Alameda

El Paso TX. 79915

(915) 727-3898

www.advancedautocollision.com / j.hinojos@advancedautocollision.com

States Served: El Paso, County (Region 19 area)

Advanced Fleet Maintenance

Richard Wright

P.O. Box 2004

Cleveland, Texas 77328

(281) 223-3593

www.afmdpfcleaning.com / Richard@afmdpfcleanind.com

States Served: Houston, Texas area

Alamo Industries, Inc. dba Alamo Auto Supply

Sergio Rascon

5923 Gateway Blvd. W.

El Paso, TX 79925

(915) 781-1234 x237

www.alamoauto.com / srascon@alamoauto.com

States Served: We can sell the products on this bid in all 50 states. The installation services are priced based on a 30 mile radius of our location. We can provide quotes for installation services for West Texas and New Mexico by adding travel related expenses to the quote.

Border Parts Group, Inc. dba Napa Auto Parts

Isaac Lara

7750 Gateway Blvd E

El Paso, TX 79915

(915) 778-3191

www.napa-bpg.com / isaac@napa-bpg.com

States Served: Texas and New Mexico

Casa Ford, Inc.

Heather Hinojos

5815 Montana Ave.

El Paso, TX 79925

(915) 775-8290

heather@casaford.com

States Served: Texas, New Mexico

DA Defense Logistics HQ

David Granado
1506 Montana Avenue
El Paso TX 79938
(915) 491-0886

www.defenselogisticshq.com / david@defenselogisticshq.com

States Served: El Paso, Texas and surrounding areas within 100 miles

Far West Services Inc

Tom Neels
14003 Montana Ave
El Paso, Texas 79938
(915) 921-7238
t_neels@far-west-services.com

States Served: Please contact vendor

Frontera Radiators & Parts

Paul Kapuchuck
123 Chelsea St.
El Paso, TX 79905
(915) 772-2124
www.fronteraradiators.com / paul.kapuchuk@fronteraradiators.com

States Served: El Paso County

HaasTech dba Advanced Starter Service

Richard Haas / Shaun O'Brien
2711 Irving Blvd.
Dallas, TX 75207
(214) 688-0280
www.advancedstarter.com / rhaas@advancedstarter.com

States Served: North Texas, East Texas

Heavy Duty Bus Parts Inc

Molly Jannett
17850 I45-North
Willis, Texas 77318
(800) 505-2300 x101
www.directbus.com / molly@directbus.com

States Served: Texas

Integrated Mechanics, LLC

George Mora
15498 Marina Ave
El Paso, TX 79938
(915) 887-0858
integratedmechanics@yahoo.com

States Served: El Paso County

MHQ of New Mexico

John Granger
5601 Balloon Fiesta Parkway, Suite C
Albuquerque, NM 87113
(505) 821-0667
www.mhqnm.com / jgranger@mhqnm.com

States Served: New Mexico, Texas, and Colorado

Mike & Sons Machine Shop, LLC

Allyson Palombo
976 Tony Lama
El Paso TX 79915
(915) 731-7523
mikeandsons976@gmail.com

States Served: El Paso, Texas

RTyler Video Systems

Bob Durrin
1620 Baycharter Street
Norman, OK 73071
(469) 701-4488
www.rtylervideo.com / bob@rtylervideo.com

States Served: Texas, Oklahoma, Arkansas

Southern Tire Mart, LLC

Melvin Rodriguez
998 Peyton Rd
El Paso, TX 79928
(915) 407-1796
www.stmtires.com / melvin.rodriguez@stmtires.com

States Served: Texas, Nevada, Arizona, Oklahoma, Arkansas, Louisiana, Mississippi, Alabama, Tennessee, Georgia, Florida

The Goodyear Tire & Rubber Company

Jeffrey Cheek
1459 Bessemer Rd.1
El Paso1 TX 79936
(915) 599-1400
www.goodyear.com / ct_govtsales@goodyear.com

States Served: Texas

The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts

Jeffrey Laughlin
3111 West Allegheny Ave
Philadelphia PA 19132
(215) 430-9000 x9832
www.pepboys.com / jeffrey_laughlin@pepboys.com

States Served: Stores in 36 states and 27 in Puerto Rico

USD INC.

Christian Fornear
1009 Wall Rd
El Paso, TX 79915
(847) 212-8835
www.usdparts.com / cfornear@usdparts.com

States Served: AZ, CO, NM, and the El Paso region of TX (50 mile radius) are FOB, the rest of the country is standard shipping. No batteries outside of the listed locations.

RESPONSE FORM

Lot 1- Vehicle Body Work, Decals, Framework, Painting, and Touchup

1.1 Hourly rate for general vehicle body repair

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$42.00
Casa Ford, Inc.	1	HOUR	\$85.00
MHQ of New Mexico	1	HOUR	\$85.00

1.2 Hourly rate for general framework (equipment included)

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$42.00
Casa Ford, Inc.	1	HOUR	\$95.00

1.3 Hourly rate for turnkey painting of vehicles including dents - Partial Paint Touchup

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$42.00
MHQ of New Mexico	1	HOUR	\$75.00
Casa Ford, Inc.	1	HOUR	\$80.00

1.4 Hourly rate for turnkey painting of vehicles including dents - Full Paint

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$42.00
MHQ of New Mexico	1	HOUR	\$75.50
Casa Ford, Inc.	1	HOUR	\$80.00

1.5 Percent markup over vendor's cost for all supplies

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Markup</u>
Casa Ford, Inc.	1	EA	10
Frontera Radiators & Parts Inc	1	EA	15
MHQ of New Mexico	1	EA	25
Advanced Auto Collision Repair Center Inc.	1	EA	25

1.6 Cost for pickup and delivery on drivable vehicles

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Casa Ford, Inc.	1	PICKUP	\$0.00
Advanced Auto Collision Repair Center Inc.	1	PICKUP	\$0.00

Lot 2- Tire Repair and Related Services - Cars, Vans and Pickup Trucks Only

2.1 Cost per tire for rotation

Supplier	QTY	UOM	Price
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	PER TIRE	\$2.49
The Goodyear Tire & Rubber Company	1	PER TIRE	\$5.00
Advanced Auto Collision Repair Center Inc.	1	PER TIRE	\$10.00
Southern Tire Mart, LLC	1	PER TIRE	\$10.00

2.2 Cost per tire for tire mounting

Supplier	QTY	UOM	Price
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	PER TIRE	\$0.00
The Goodyear Tire & Rubber Company	1	PER TIRE	\$9.00
Southern Tire Mart, LLC	1	PER TIRE	\$10.00
Advanced Auto Collision Repair Center Inc.	1	PER TIRE	\$17.00

2.3 Cost per tire for electronic balancing

Supplier	QTY	UOM	Price
The Goodyear Tire & Rubber Company	1	PER TIRE	\$9.00
Southern Tire Mart, LLC	1	PER TIRE	\$10.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	PER TIRE	\$14.39
Advanced Auto Collision Repair Center Inc.	1	PER TIRE	\$15.00

2.4 Cost for front end alignment (excluding parts)

Supplier	QTY	UOM	Price
Advanced Auto Collision Repair Center Inc.	1	EACH	\$69.95
Southern Tire Mart, LLC	1	EACH	\$80.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EACH	\$80.99

2.5 Cost for rear end alignment (excluding parts)

Supplier	QTY	UOM	Price
Advanced Auto Collision Repair Center Inc.	1	EACH	\$79.95
Southern Tire Mart, LLC	1	EACH	\$80.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EACH	\$80.99

2.6 Hourly rate for related services

Supplier	QTY	UOM	Price
The Goodyear Tire & Rubber Company	1	HOUR	\$47.50
Southern Tire Mart, LLC	1	HOUR	\$50.00
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$70.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	HOUR	\$90.00

2.7 Percent markup over vendor's cost for parts required to perform 1-6

Supplier	QTY	UOM	Markup
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	0
Advanced Auto Collision Repair Center Inc.	1	EA	25
Southern Tire Mart, LLC	1	EA	30

2.8 Discount from MSRP - must upload catalog or provide website link in response attachments

Supplier	QTY	UOM	% Discount
Advanced Auto Collision Repair Center Inc.	1	EA	5
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	5

2.9 Cost for lifetime tire repair and replacement - per tire

Supplier	QTY	UOM	Price
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No Bid

Lot 3- Tire Repair and Related Services - Buses, Large Vehicles, High Profile Vehicles Only

3.1	Cost per tire for rotation			
	Supplier	QTY	UOM	Price
	The Goodyear Tire & Rubber Company	1	PER TIRE	\$12.00
	Southern Tire Mart, LLC	1	PER TIRE	\$15.00
3.2	Cost per tire for tire mounting			
	Supplier	QTY	UOM	Price
	The Goodyear Tire & Rubber Company	1	PER TIRE	\$20.00
	Southern Tire Mart, LLC	1	PER TIRE	\$25.00
3.3	Cost per tire for electronic balancing			
	Supplier	QTY	UOM	Price
	The Goodyear Tire & Rubber Company	1	PER TIRE	\$25.00
	Southern Tire Mart, LLC	1	PER TIRE	\$25.00
3.4	Cost for front end alignment (excluding parts)			
	Supplier	QTY	UOM	Price
	Southern Tire Mart, LLC	1	EACH	\$95.00
	The Goodyear Tire & Rubber Company	1	EACH	\$140.00
3.5	Cost for rear end alignment (excluding parts)			
	Supplier	QTY	UOM	Price
	Southern Tire Mart, LLC	1	EACH	\$95.00
	The Goodyear Tire & Rubber Company	1	EACH	\$140.00
3.6	Hourly rate for related services			
	Supplier	QTY	UOM	Price
	The Goodyear Tire & Rubber Company	1	HOUR	\$47.50
	Southern Tire Mart, LLC	1	HOUR	\$80.00
3.7	Percent markup over vendor's cost for parts required to perform 1-6			
	Supplier	QTY	UOM	Markup
	Southern Tire Mart, LLC	1	EA	20
3.8	Discount from MSRP - must upload catalog or provide website link in response attachments			
	Supplier	QTY	UOM	% Discount
	No Bid			
3.9	Cost for lifetime tire repair and replacement - per tire			
	Supplier	QTY	UOM	Price
	No Bid			

Lot 4-New Tire Sales & Retreads (All Sizes)

4.1 Hourly rate for install for autos

Supplier	QTY	UOM	Price
The Goodyear Tire & Rubber Company	1	hour	\$47.50
Southern Tire Mart, LLC	1	hour	\$50.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	hour	\$90.00

4.2 Hourly rate for install for 1/2 ton vehicles

Supplier	QTY	UOM	Price
The Goodyear Tire & Rubber Company	1	hour	\$47.50
Southern Tire Mart, LLC	1	hour	\$50.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	hour	\$90.00

4.3 Hourly rate for install for 1 ton vehicles

Supplier	QTY	UOM	Price
The Goodyear Tire & Rubber Company	1	hour	\$47.50
Southern Tire Mart, LLC	1	hour	\$50.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	hour	\$90.00

4.4 Hourly rate for install for 1 1/2 ton & up vehicles

Supplier	QTY	UOM	Price
The Goodyear Tire & Rubber Company	1	hour	\$47.50
Southern Tire Mart, LLC	1	hour	\$50.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	hour	\$90.00

4.5 Hourly rate for install for class C vehicles including school buses

Supplier	QTY	UOM	Price
The Goodyear Tire & Rubber Company	1	hour	\$47.50
Southern Tire Mart, LLC	1	hour	\$50.00

4.6 Percent Discount from MSRP - must upload catalog or provide website link in response attachments

Supplier	QTY	UOM	% Discount
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	10
The Goodyear Tire & Rubber Company	1	EA	30

Lot 5- Battery Replacement

5.1 Installation rate for batteries

Supplier	QTY	UOM	Price
The Pepboys Manny, Moe, and Jack	1	RATE	\$0.00
dba Auto Plus Auto Parts	1	RATE	\$0.00
Frontera Radiators & Parts Inc	1	RATE	\$19.99
The Goodyear Tire & Rubber Company	1	RATE	\$20.00
DA Defense Logistics HQ	1	RATE	\$25.00
Southern Tire Mart, LLC	1	RATE	\$42.00
Advanced Auto Collision Repair Center Inc.	1	RATE	\$65.00
HaasTech dba Advanced Starter Service	1	RATE	\$85.00
Far West Services Inc	1	RATE	

5.2 Charge for delivery/pickup within 2 hours

Supplier	QTY	UOM	Price
Frontera Radiators & Parts Inc	1	RATE	\$0.00
Southern Tire Mart, LLC	1	RATE	\$0.00
Border Parts Group, Inc. dba Napa Auto Parts	1	RATE	\$0.00
The Pepboys Manny, Moe, and Jack	1	RATE	\$5.00
dba Auto Plus Auto Parts	1	RATE	\$20.00
The Goodyear Tire & Rubber Company	1	RATE	\$30.00
HaasTech dba Advanced Starter Service	1	RATE	\$50.00
Far West Services Inc	1	RATE	

5.3 Charge for delivery/pickup within 24 hours

Supplier	QTY	UOM	Price
Frontera Radiators & Parts Inc	1	RATE	\$0.00
Southern Tire Mart, LLC	1	RATE	\$0.00
The Goodyear Tire & Rubber Company	1	RATE	\$0.00
Border Parts Group, Inc. dba Napa Auto Parts	1	RATE	\$0.00
The Pepboys Manny, Moe, and Jack	1	RATE	\$5.00
dba Auto Plus Auto Parts	1	RATE	\$20.00
DA Defense Logistics HQ	1	RATE	\$25.00
Far West Services Inc	1	RATE	

5.4 Percent Discount from MSRP - must upload catalog or provide website link in response attachments

Supplier	QTY	UOM	% Discount
The Goodyear Tire & Rubber Company	1	EA	0
HaasTech dba Advanced Starter Service	1	EA	5
The Pepboys Manny, Moe, and Jack	1	EA	10
dba Auto Plus Auto Parts	1	EA	15
Frontera Radiators & Parts Inc	1	EA	20
Far West Services Inc	1	EA	37
Border Parts Group, Inc. dba Napa Auto Parts	1	EA	44
USD INC	1	EA	

Lot 6- Transmission Service

6.1 Hourly rate for transmission repairs

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOURL	\$40.00
Far West Services Inc	1	HOURL	\$85.00

6.2 Cost for quotes on transmission repair

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	RATE	\$0.00
Far West Services Inc	1	RATE	\$85.00

6.3 Cost for pick up on cars, trucks and vans

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Far West Services Inc	1	PICKUP	\$85.00
DA Defense Logistics HQ	1	PICKUP	\$90.00

6.4 Cost for pick up on buses and high profile vehicles

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Far West Services Inc	1	PICKUP	\$85.00
DA Defense Logistics HQ	1	PICKUP	\$130.00

Lot 7- Radiator Repair Services

7.1 Heater Repair & Cleaning (1/2 ton & smaller)

Supplier	QTY	UOM	Price
Frontera Radiators & Parts Inc	1	FLAT RATE	\$68.00
DA Defense Logistics HQ	1	FLAT RATE	\$80.00

7.2 Heater Repair & Cleaning (3/4 ton & smaller)

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	FLAT RATE	\$80.00
Frontera Radiators & Parts Inc	1	FLAT RATE	\$125.00

7.3 Heater Repair & Cleaning (school bus)

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	FLAT RATE	\$80.00
Frontera Radiators & Parts Inc	1	FLAT RATE	\$185.00
Far West Services Inc	1	FLAT RATE	\$195.00

7.4 Radiator Repair & Cleaning (1 row, 2 row)

Supplier	QTY	UOM	Price
Frontera Radiators & Parts Inc	1	FLAT RATE	\$95.00
DA Defense Logistics HQ	1	FLAT RATE	\$140.00
Far West Services Inc	1	FLAT RATE	\$195.00

7.5 Radiator Repair & Cleaning (3 row, 4 row)

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	FLAT RATE	\$140.00
Frontera Radiators & Parts Inc	1	FLAT RATE	\$185.00
Far West Services Inc	1	FLAT RATE	\$195.00

7.6 Radiator Repair & Cleaning (school bus)

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	FLAT RATE	\$140.00
Far West Services Inc	1	FLAT RATE	\$195.00
Frontera Radiators & Parts Inc	1	FLAT RATE	\$385.00

7.7 Markup from vendor cost on replacement heaters, radiators and cores.

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

Supplier	QTY	UOM	Markup
DA Defense Logistics HQ	1	EA	2
Far West Services Inc	1	EA	20
USD INC	1	EA	20
Frontera Radiators & Parts Inc	1	EA	25

7.8 Hourly rate for core replacement

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	HOURLY	\$40.00
Far West Services Inc	1	HOURLY	\$82.00
Frontera Radiators & Parts Inc	1	HOURLY	\$95.00

7.9 Pickup/delivery rate

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Frontera Radiators & Parts Inc	1	PICKUP	\$0.00
Far West Services Inc	1	PICKUP	\$50.00
DA Defense Logistics HQ	1	PICKUP	\$120.00

Lot 8- Engine, Brake and Related Repairs - Autos, Vans & 1/2 Ton Trucks
8.1 Hourly Rate - engine, electrical and related

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOUR	\$40.00
HaasTech dba Advanced Starter Service	1	HOUR	\$65.00
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$70.00
Far West Services Inc	1	HOUR	\$85.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	HOUR	\$90.00

8.2 Hourly rate - brake work

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOUR	\$40.00
Southern Tire Mart, LLC	1	HOUR	\$50.00
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$70.00
Frontera Radiators & Parts Inc	1	HOUR	\$75.00
Far West Services Inc	1	HOUR	\$85.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	HOUR	\$90.00

8.3 Markup from vendor cost on engine, electronics and related

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Markup</u>
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	0
DA Defense Logistics HQ	1	EA	2
Far West Services Inc	1	EA	20
HaasTech dba Advanced Starter Service	1	EA	20
USD INC	1	EA	20
Advanced Auto Collision Repair Center Inc.	1	EA	25

8.4 Markup from vendor cost on brakes and related

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Markup</u>
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	0
DA Defense Logistics HQ	1	EA	2
USD INC	1	EA	20
Far West Services Inc	1	EA	20
Advanced Auto Collision Repair Center Inc.	1	EA	25
Southern Tire Mart, LLC	1	EA	30
Frontera Radiators & Parts Inc	1	EA	35

Lot 9- Engine, Brake and Related Repairs - Buses & High Profile Vehicles

9.1 Hourly Rate - engine, electrical and related

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	HOURL	\$40.00
HaasTech dba Advanced Starter Service	1	HOURL	\$65.00
Far West Services Inc	1	HOURL	\$85.00

9.2 Hourly rate - brake work

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	HOURL	\$40.00
Southern Tire Mart, LLC	1	HOURL	\$80.00
Far West Services Inc	1	HOURL	\$85.00

9.3 Markup from vendor cost on engine, electronics and related

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

Supplier	QTY	UOM	Markup
DA Defense Logistics HQ	1	EA	2
USD INC	1	EA	20
HaasTech dba Advanced Starter Service	1	EA	20
Far West Services Inc	1	EA	85

9.4 Markup from vendor cost on brakes and related

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

Supplier	QTY	UOM	Markup
DA Defense Logistics HQ	1	EA	2
Frontera Radiators & Parts Inc	1	EA	15
USD INC	1	EA	20
Southern Tire Mart, LLC	1	EA	20
Far West Services Inc	1	EA	20

Lot 10- Glass Repair & Replacement

10.1 Hourly Shop Rate

Supplier	QTY	UOM	Price
Advanced Auto Collision Repair Center Inc.	1	HOURL	\$42.00

10.2 Markup from vendor cost on materials

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

Supplier	QTY	UOM	Markup
Frontera Radiators & Parts Inc	1	EA	15
Advanced Auto Collision Repair Center Inc.	1	EA	25

10.3 Discount from NAGS

Supplier	QTY	UOM	% Discount
Advanced Auto Collision Repair Center Inc.	1	EA	40

Lot 11- Car, Truck and Van Washing

11.1	Standard wash with dry <u>Supplier</u>	QTY	UOM	Price
	No Bid			
11.2	Standard wash, wax and dry <u>Supplier</u>	QTY	UOM	Price
	Advanced Auto Collision Repair Center Inc.	1	EACH	\$119.95
11.3	Standard wash, wax, dry and vacuum <u>Supplier</u>	QTY	UOM	Price
	Advanced Auto Collision Repair Center Inc.	1	EACH	\$149.95
11.4	Interior clean and shampoo <u>Supplier</u>	QTY	UOM	Price
	Advanced Auto Collision Repair Center Inc.	1	EACH	\$119.95

Lot 12- Bus Washing

12.1	Standard wash with dry <u>Supplier</u>	QTY	UOM	Price
	No Bid			
12.2	Standard wash, wax and dry <u>Supplier</u>	QTY	UOM	Price
	No Bid			
12.3	Standard wash, wax, dry and vacuum <u>Supplier</u>	QTY	UOM	Price
	No Bid			
12.4	Interior clean and shampoo <u>Supplier</u>	QTY	UOM	Price
	No Bid			

Lot 13- Discount from pricelist for While You Wait Services - Oil Change, Antifreeze Flush, etc. (Cars, Trucks & Vans). Must upload pricelist or provide website link in response attachments.

<u>Supplier</u>	QTY	UOM	% Discount
Southern Tire Mart, LLC	1	EA	2
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	10
Frontera Radiators & Parts Inc	1	EA	15

Lot 14- Discount from pricelist for While You Wait Services - Oil Change, Antifreeze Flush, etc. (Buses & High Profile Vehicles). Must upload pricelist or provide website link in response attachments.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>% Discount</u>
DA Defense Logistics HQ	1	EA	0
Southern Tire Mart, LLC	1	EA	2
Frontera Radiators & Parts Inc	1	EA	15

Lot 15- Upholstery Repair & Replacement - All Vehicles

15.1 Hourly rate for repairs

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Border Parts Group, Inc. dba Napa Auto Parts	1	HOUR	\$95.00

15.2 Percent Discount from catalog or pricelist for materials. Must upload catalog or provide website link in response attachments

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>% Discount</u>
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No Bid

Lot 16- Custom Installation of Accessories - All Vehicles

16.1 Hourly rate for repairs

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOUR	\$40.00
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$42.00
Alamo Industries, Inc. dba Alamo Auto Supply	1	HOUR	\$85.00
MHQ of New Mexico	1	HOUR	\$85.00
Far West Services Inc	1	HOUR	\$85.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	HOUR	\$90.00

16.2 Percent Discount from catalog or pricelist for materials. Must upload catalog or provide website link in response attachments

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>% Discount</u>
DA Defense Logistics HQ	1	EA	0
Alamo Industries, Inc. dba Alamo Auto Supply	1	EA	0
Advanced Auto Collision Repair Center Inc.	1	EA	5
MHQ of New Mexico	1	EA	10
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	10
Far West Services Inc	1	EA	20

Lot 17- Air Conditioning Installation, Repair, Replacement and Related - Autos, Vans and 1/2 Ton Trucks

17.1 Hourly Rate - Air Conditioning Installation

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOUR	\$40.00
Southern Tire Mart, LLC	1	HOUR	\$50.00
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$70.00
Frontera Radiators & Parts Inc	1	HOUR	\$75.00
Far West Services Inc	1	HOUR	\$85.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	HOUR	\$90.00

17.2 Hourly rate - Air Conditioning Repairs

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOUR	\$40.00
Southern Tire Mart, LLC	1	HOUR	\$50.00
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$70.00
Frontera Radiators & Parts Inc	1	HOUR	\$75.00
Far West Services Inc	1	HOUR	\$85.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	HOUR	\$90.00

17.3 Markup from vendor cost on new and refurbished systems

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Markup</u>
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	0
DA Defense Logistics HQ	1	EA	2
Far West Services Inc	1	EA	20
USD INC	1	EA	20
Frontera Radiators & Parts Inc	1	EA	25
Advanced Auto Collision Repair Center Inc.	1	EA	25
Southern Tire Mart, LLC	1	EA	30

17.4 Markup from vendor cost on parts

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Markup</u>
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	0
DA Defense Logistics HQ	1	EA	2
Far West Services Inc	1	EA	20
USD INC	1	EA	20
Advanced Auto Collision Repair Center Inc.	1	EA	25
Frontera Radiators & Parts Inc	1	EA	25
Southern Tire Mart, LLC	1	EA	30

Lot 18- Air Conditioning Installation, Repair, Replacement and Related - School Buses and High Profile Vehicles

18.1 Hourly Rate - Air Conditioning Installation

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOUR	\$40.00
Southern Tire Mart, LLC	1	HOUR	\$80.00
Far West Services Inc	1	HOUR	\$85.00
Frontera Radiators & Parts Inc	1	HOUR	\$85.00

18.2 Hourly rate - Air Conditioning Repairs

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
DA Defense Logistics HQ	1	HOUR	\$40.00
Southern Tire Mart, LLC	1	HOUR	\$80.00
Far West Services Inc	1	HOUR	\$85.00
Frontera Radiators & Parts Inc	1	HOUR	\$85.00

18.3 Markup from vendor cost on new and refurbished systems

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Markup</u>
DA Defense Logistics HQ	1	EA	2
Far West Services Inc	1	EA	20
Southern Tire Mart, LLC	1	EA	20
USD INC	1	EA	20
Frontera Radiators & Parts Inc	1	EA	25

18.4 Markup from vendor cost on parts

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

<u>Supplier</u>	<u>QTY</u>	<u>UOM</u>	<u>Markup</u>
DA Defense Logistics HQ	1	EA	2
Far West Services Inc	1	EA	20
Southern Tire Mart, LLC	1	EA	20
USD INC	1	EA	20
Frontera Radiators & Parts Inc	1	EA	25

Lot 19- Miscellaneous Repairs Not Listed Above

19.1 Hourly Rate - Miscellaneous Repairs

Supplier	QTY	UOM	Price
DA Defense Logistics HQ	1	HOUR	\$40.00
Advanced Fleet Maintenance	1	HOUR	\$42.00
Advanced Auto Collision Repair Center Inc.	1	HOUR	\$42.00
Southern Tire Mart, LLC	1	HOUR	\$80.00
Far West Services Inc	1	HOUR	\$85.00
Mike & Sons Machine Shop, LLC	1	HOUR	\$85.00
MHQ of New Mexico	1	HOUR	\$85.00
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	HOUR	\$90.00
RTyler Video Systems	1	HOUR	\$100.00
Integrated Mechanics, LLC	1	HOUR	\$150.00

19.2 Markup from vendor cost supplies

Item Notes: Vendor will provide member with vendor cost to show compliance with markup.

Supplier	QTY	UOM	Markup
The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts	1	EA	0
Integrated Mechanics, LLC	1	EA	0
DA Defense Logistics HQ	1	EA	2
Mike & Sons Machine Shop, LLC	1	EA	15
Southern Tire Mart, LLC	1	EA	20
USD INC	1	EA	20
Far West Services Inc	1	EA	20
Advanced Auto Collision Repair Center Inc.)	1	EA	25
MHQ of New Mexico	1	EA	25
RTyler Video Systems	1	EA	40

HEAVY DUTY BUS PARTS INC- LINK

Electronic Catalogs:

[Advanced Auto Collision Repair Center Inc.](#)

[Alamo Industries, Inc. dba Alamo Auto Supply](#)

[Border Parts Group, Inc. dba Napa Auto Parts](#)

Casa Ford, Inc. – www.fordparts.com

[DA Defense Logistics HQ](#)

Far West Services Inc- [provided the parts to Region 19 at 20 % over cost](#)

[Frontera Radiators & Parts Inc](#)

[MHQ of New Mexico](#)

[The Goodyear Tire & Rubber Company](#)

[The Pepboys Manny, Moe, and Jack dba Auto Plus Auto Parts](#)

[1USD IN C.](#) * This link is not compatible with Google Chrome, please use another internet source*

[2USD INC.](#)

[3USD INC.](#)

Approved by: _____
(Armando Aguirre – Executive Director)

Date: _____
(December 18, 2018)

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 16

SUBJECT: RESOLUTION REGARDING A FINANCING AGREEMENT WITH
GOVERNMENT CAPITAL CORPORATION FOR LEASE
PURCHASE OF TWO POLICE VEHICLE

PROCEEDING: Resolution

SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to consider entering into a financing agreement with Government Capital Corporation for the purpose of procuring a "Police Vehicle and Related Equipment." (*City Manager and Finance Director*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to enter into a financing agreement with Government Capital Corporation for the purpose of procuring a "Police Vehicle and Related Equipment." Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.



January 9, 2019

Mr. Wayne Chapman
City of Lamesa
806-872-4324
wchapman@ci.lamesa.tx.us

Dear Mr. Chapman,

Thank you for the opportunity to present proposed financing for the City of Lamesa. I am submitting for your review the following proposed structure:

ISSUER:	City of Lamesa
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 128,000.00
TERM:	4 Annual Payments
INTEREST COST:	4.238%
PAYMENT AMOUNT:	\$ 35,460.77
PAYMENTS BEGINNING:	One year from closing, annually thereafter

Financing for these projects will be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. Additionally, Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Jana Offutt

Jana Offutt
Client Services
Direct: 817-722-0217
Jana.Offutt@GovCap.com
www.GovCap.com



The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

RESOLUTION # _____

A RESOLUTION REGARDING A FINANCING AGREEMENT
FOR THE PURPOSE OF PROCURING
"POLICE VEHICLES AND RELATED EQUIPMENT"

WHEREAS, the City of Lamesa desires to enter into a Financing Agreement by and between the City of Lamesa and Government Capital Corporation, for the purpose of procuring "Police Vehicles and Related Equipment". The city desires to designate this Agreement as a "qualified tax exempt obligation" of the city for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The city desires to designate the Mayor as an authorized signer of the Agreement.

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

Section 1.

That the City of Lamesa enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring "Police Vehicles and Related Equipment".

Section 2.

That the Financing Agreement by and between the City of Lamesa and Government Capital Corporation is designated by the city as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3.

That the City of Lamesa designates the Mayor as an authorized signer of the Financing Agreement by and between the City of Lamesa and Government Capital Corporation.

Section 4.

That should the need arise, if applicable, the District will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

PASSED AND APPROVED by the City Council of the City of Lamesa in a meeting held on the _____ day of _____, 2019.

Lessee: City of Lamesa

Witness Signature

Josh Stevens, Mayor

Norma Garcia, City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM:17

**SUBJECT: CONSIDER/DISCUSS/APPROVE A RESOLUTION
ADOPTING NECESSARY CIVIL RIGHTS AND FAIR
HOUSING POLICIES”:**

PROCEEDING: Resolution

SUBMITTED BY: City Staff

SUMMARY STATEMENT

“City council to consider/discuss/approve a Resolution adopting the attached policies in connection with the City of Lamesa, Texas participation in Federally Funded Community Block Grant (CDBG) projects and adherence to the regulations described therein. *(City Manager)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to. Approve a Resolution adopting the attached policies in connection with the City of Lamesa, Texas participation in Federally Funded Community Block Grant (CDBG) projects and adherence to the regulations described therein. 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 ADOPTING THE ATTACHED POLICIES IN CONNECTION WITH THE CITY OF LAMESA, TEXAS PARTICIPATION IN FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND ADHERENCE TO THE REGULATIONS DESCRIBED THEREIN.

Whereas, the City of Lamesa, Texas, (hereinafter referred to as "City of Lamesa") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the City of Lamesa, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Lamesa, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Lamesa, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the City of Lamesa, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Lamesa, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the City of Lamesa, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Lamesa, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the City of Lamesa, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, that the CITY OF LAMESA ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Limited English Proficiency Plan;
6. Fair Housing Policy; and
7. Code of Conduct Policy

Passed and approved this 15th day of January, 2019.

Josh Stevens
MAYOR

Attest:

Betty Conde
CITY SECRETARY

Resolución No. ____

UNA RESOLUCIÓN ADOPTANDO LAS POLÍTICAS ADJUNTAS EN RELACIÓN CON LA CIUDAD DE LAMESA, LA PARTICIPACIÓN DE TEXAS EN LOS PROYECTOS DE LA SUBVENCIÓN DE BLOQUES DE DESARROLLO COMUNITARIO FEDERALMENTE FINANCIADOS (CDBG) Y LA ADHESIÓN A LOS REGLAMENTOS DESCRITOS EN ESTE DOCUMENTO.

Mientras que, Ciudad de Lamesa, Texas, (en lo sucesivo "Ciudad") ha sido galardonado con CDBG financiación a través de una subvención de CDBG;

Considerando que, Ciudad, según sección 109 del título I de la ley de desarrollo comunitario y vivienda. (24 CFR 6); la ley de discriminación de edad de 1975 (42 U.S.C. 6101-6107); y la sección 504 de la ley de rehabilitación de 1973 (29 U.S.C. 794) y contratos de construcción superior a \$10.000, debe tomar medidas para garantizar que ninguna persona o grupo es negado beneficios como empleo, formación, vivienda y contratos generados por el CDBG actividad, sobre la base de raza, color, religión, sexo, origen nacional, edad o discapacidad;

Considerando que, Ciudad, en la consideración para la recepción y aceptación de fondos federales, se compromete a cumplir con normas federales y reglamentos incluyendo las normas y reglamentos de participación ciudadana y protección de los derechos civiles;

Mientras que, la Ciudad, conformidad con el artículo 3 de la ley de vivienda y desarrollo urbano de 1968, como enmendada y 24 CFR parte 135, se requiere, en la mayor medida posible, para proporcionar oportunidades de formación y empleo para bajar los residentes de ingreso y contrato de oportunidades de negocios en el área del proyecto CDBG;

Considerando que, la Ciudad, según 104(1) de la sección de vivienda y ley de desarrollo de comunidad, enmendado, y requisitos para la certificación del estado en 24 CFR 91.325(b)(6), deben adoptar una política de fuerza excesiva prohíbe el uso de fuerza excesiva contra manifestaciones derechos civiles no violentas;

Considerando que la Ciudad, de acuerdo con la Orden Ejecutiva 13166, debe tomar medidas razonables para garantizar el acceso significativo a los servicios en programas y actividades con asistencia federal por personas con dominio limitado del inglés (LEP) y debe tener un plan LEP específico de la localidad y beneficiarios para cada proyecto CDBG;

Mientras que la Ciudad, según la sección 504 de la Rehabilitation Act de 1973, no discrimina por motivos de discapacidad y se compromete a asegurar que personas calificadas con discapacidades tengan acceso a programas y actividades que reciben fondos federales; y

Considerando que, la Ciudad, según la sección 808(e)(5) de la ley de vivienda justa (42 3608(e)(5)) USC que requiere programas de HUD y actividades administrar en forma afirmativamente a más de las políticas de la ley de vivienda equitativa, se compromete a realizar al menos una actividad durante el período del contrato del contrato CDBG, afirmativamente para equidad de vivienda;

Mientras que la Ciudad, se compromete a mantener escritas normas de conducta que cubre conflictos de interés y que rigen las acciones de sus empleados participan en la selección, concesión y administración de contratos.

AHORA, POR LO TANTO, SER RESUELTO POR EL CONCEJALES DE LA CIUDAD DE LAMESA, TEXAS,
QUE LA CIUDAD DE LAMESA ADOPTA LO SIGUIENTE:

1. Plan de Participación Ciudadana y Procedimientos de Quejas;
2. Política de la Sección 3;
3. Política de fuerza excesiva;
4. Política de la Sección 504 y Procedimientos de Quejas;
5. Plan de dominio limitado del inglés;
6. Política de Vivienda Justa; y
7. Política del Código de Conducta

Pasado y aprobado el día 15 de Enero, 2019.

Josh Stevens
ALCALDE

Atestiguar:

Betty Conde
Secretario de la Ciudad

THE CITY OF LAMESA
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Lamesa, 601 S 1st St, Lamesa, Texas 7933, 806-872-2124, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City, at 601 S 1st St, Lamesa, Texas 79331 or may call 806-872-2124.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.

2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.

4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Josh Stevens, Mayor

01/15/19
Date

LA CIUDAD DE LAMESA
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Lamesa, 601 S 1st St., Lamesa, Texas 79331, 806-872-2124 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la , a 601 S 1st St., Lamesa, Texas 79331 o puede llamar a 806-872-2124 .
2. Una copia de la queja o reclamación se transmitirá por el Administrado de la Ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El deberá cumplir una investigación de la queja o reclamación, si es posible, y dara una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia sera notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se debera completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

Josh Stevens, Alcalde de la ciudad

01/15/19

Fecha

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u the *City of Lamesa* agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Lamesa, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Josh Stevens
Mayor

01/15/19
Date

POLÍTICA DE LA SECCIÓN 3

Según 12 U.S.C. 1701u *Ciudad de Lamesa* se compromete a implementar los siguientes pasos, que, en *la mayor medida posible*, proporcionará capacitación, empleo y oportunidades de contratación para los residentes de la sección 3 y sección 3 empresas de las zonas en que el proyecto lleva a cabo.

- A. Introducción y pase una resolución adoptando este plan como una política de esforzarse por alcanzar metas para el cumplimiento de las normas de la sección 3 por aumentar las oportunidades de empleo y contratación para empresas y residentes de la sección 3.
- B. Asignación de tareas relacionadas con la implementación de este plan al oficial designado de los derechos civiles.
- C. Notificar a sección 3 residentes y preocupaciones de negocio de potenciales nuevos empleos y oportunidades de contratación ya que se desencadenan por TxCDBG conceden premios mediante el uso de: audiencias públicas relacionadas con los anuncios, avisos públicos, anuncios de licitación y oferta documentos; notificación a organizaciones locales como las cámaras de comercio o la Liga Urbana; medios de publicidad local incluyendo señalización pública; proyecto área comités y consejos ciudadanos, las oficinas locales de HUD; organismos de planificación regionales; y todas las demás fuentes de referencia apropiadas. Incluir cláusulas de la sección 3 en todo cubierto las solicitudes y contratos.
- D. Mantener una lista de las empresas que se han identificado como sección 3 empresas para la utilización en las compras de TxCDBG financiado, notificar a las empresas de espera oportunidades contractuales y hacer esta lista disponible para las necesidades de adquisición de receptor de la beca general.
- E. Mantener una lista de aquellas personas que se identificaron como residentes de la sección 3 y en contacto con las personas cuando oportunidades de contratación y capacitación están disponibles a través del receptor de la beca o contratistas.
- f el. Requiere que todos los primeros contratistas y subcontratistas con contratos sobre \$100.000 comprometen este plan como parte de su contrato de trabajo. Monitorear el desempeño de los contratistas con respecto a los requerimientos de la sección 3 y requieren que presenten informes que se requieran por HUD o TDA al destinatario de la subvención.
- G. Presentar informes según los requisitos de HUD o TDA con respecto a la contratación con empresas de la sección 3 o empleo que se producen; y presentar informes dentro de 20 días del final del año fiscal federal (por el 20 de octubre) que identificar y cuantificar sección 3 empresas y empleados.
- H. Mantener los registros, incluyendo copias de correspondencia, memorandos, etc., que documentan todas las acciones adoptadas para cumplir con las normas de la sección 3.

Como funcionarios y representantes de la Ciudad de Lamesa, los abajo firmantes han leído completamente de acuerdo a este plan y ser parte de la plena aplicación de este programa.

Josh Stevens, Alcalde

01/15/19
Date

EXCESSIVE FORCE POLICY

In accordance with 24 CFR 91.325(b)(6), the City of Lamesa hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Lamesa to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of City of Lamesa to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of Lamesa will introduce and pass a resolution adopting this policy.

As officers and representatives of City of LAMESA, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Josh Stevens, Mayor

01/15/19
Date

EXCESIVO DE LA FUERZA POLÍTICA

Según 24 CFR 91.325(b)(6), la Ciudad de Lamesa presente adopta y aplicará la siguiente política con respecto al uso de fuerza excesiva:

1. Es la política de La ciudad de Lamesa para prohibir el uso de fuerza excesiva por las agencias del orden público dentro de su jurisdicción contra cualquier individuo en manifestaciones de los derechos civiles no violentas;
2. También es la política de la Ciudad de Lamesa para hacer cumplir leyes estatales y locales aplicables contra físicamente restricción de entrada o salida de un centro o un lugar que es objeto de estas manifestaciones de los derechos civiles no violentas dentro de su jurisdicción.
3. La ciudad de Lamesa_a presentar y aprobar una resolución la adopción de esta política.

Como funcionarios y representantes de Ciudad de Lamesa, los abajo firmantes han leído completamente de acuerdo a este plan y ser parte de la plena aplicación de este programa.

Josh Stevens, Alcalde

01/15/19
Fecha

SECTION 504 POLICY AGAINST DISCRIMINATION
BASED ON HANDICAP AND GRIEVANCE PROCEDURES

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of LAMESA hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Lamesa does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Lamesa recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Lamesa shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Lamesa shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Lamesa to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: City Manager, 601 S 1st st., Lamesa, Texas 79330, 806-872-2124, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Manager, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Lamesa relating to the complaints files.

- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Lamesa within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Lamesa complies with Section 504 and HUD regulations.

Josh Stevens, Mayor

01/15/19
Date

SECCIÓN 504 POLÍTICA CONTRA LA DISCRIMINACIÓN
BASADA EN DISCAPACIDAD Y PROCEDIMIENTO DE QUERELLAS

Apartado 24 CFR 8, no discriminación basada en discapacidad en federalmente asistidos programas y actividades del Departamento de vivienda y desarrollo urbano, sección 504 de la Rehabilitation Act de 1973, enmendada (29 U.S.C. 794) y 109 de la sección de la vivienda y el acto de desarrollo comunitario de 1974, según enmendada (42 U.S.C. 5309), la Ciudad de LAMESA se adopta los procedimientos de política y quejas:

1. Discriminación prohibida. De lo contrario no individuo calificado con discapacidad en los Estados Unidos, únicamente por razón de su discapacidad, se excluirá de la participación en, ser negado los beneficios de o ser sujeto a discriminación bajo cualquier programa o actividad recibir Asistencia financiera federal del Departamento de vivienda y desarrollo urbano (HUD).
2. La ciudad de Lamesa no discrimina por discapacidad en la admisión o acceso a, o tratamiento o empleo en, sus programas federalmente asistidos y actividades.
3. La ciudad de Lamesa publicaciones o materiales de reclutamiento (*Destinatario de la subvención*) incluirá una declaración de esta política en 1. encima de.
4. La ciudad de Lamesa tendrá seguir pasos para notificar a los participantes, beneficiarios, solicitantes y empleados, incluyendo aquellos con deterioro de la visión o audición y sindicatos u organizaciones profesionales tenencia colectiva acuerdos de negociación o profesionales con los destinatarios que no discrimina sobre la base de discapacidad en violación de 24 CFR parte 8.
5. Para personas con discapacidad visual y auditivos individuos elegibles que sirve o que puedan verse afectadas por el programa TxCDBG, La ciudad de Lamesa se asegurará de que cuentan con la información necesaria para entender y participar en el programa TxCDBG.
6. Quejas y denuncias
 - a. Cualquier persona que cree que él o ella ha sido víctima de discriminación por discapacidad puede presentar una queja bajo este procedimiento. Es contra la ley de La ciudad de Lamesa para tomar represalias contra cualquier persona que presenta una queja o coopera en la investigación de una queja.
 - b. Las quejas deben ser dirigidas a: Manager de la Ciudad, 601 S. 1st St., Lamesa, Texas 79331, 806-872-2124, que ha sido designado para coordinar los esfuerzos de cumplimiento de la sección 504.
 - c. Una queja debe ser presentado por escrito o verbalmente, contener el nombre y dirección de la persona que lo presenta y describir brevemente la supuesta violación de las normas.
 - d. Una queja debe presentarse dentro de treinta 30 días hábiles después de que el denunciante tenga conocimiento de la presunta violación.
 - e. Una investigación, como puede ser apropiado, deberá seguir una presentación de una queja. La investigación será conducida por MANAGER de la Ciudad. Investigaciones informales pero minuciosa brindará todas las personas interesadas y sus representantes, si los hubiere, una oportunidad de presentar pruebas pertinentes a una queja.
 - f. Una determinación escrita en cuanto a la validez de la denuncia y la descripción de la resolución, si los hubiere, se expedirá por MANAGER de la Ciudad y una copia enviada al demandante con quince 15 días de trabajo después de la presentación de la queja siempre que sea posible.

- g. Coordinador de la sección 504 deberá mantener los archivos y registros de la La ciudad de Lamesa relativas a los archivos de quejas.
- h. El demandante puede solicitar una reconsideración del caso en instancias donde él o ella está insatisfecha con la resolución determinación como se describe en f. anterior. La solicitud de reconsideración debe hacerse a las La ciudad de Lamesa dentro de diez días hábiles después de la recepción de la determinación y resolución escrito.
- i. El derecho de una persona a una resolución rápida y equitativa de la denuncia presentada a continuación no deberá ser deteriorada por la búsqueda de la persona de otros remedios como la presentación de una queja con el Departamento de vivienda y desarrollo urbano de los Estados Unidos de la sección 504. Utilización de este procedimiento de quejas no es un requisito previo para la búsqueda de otros remedios.
- j. Estos procedimientos se interpretará para proteger los derechos sustantivos de las personas interesadas, para cumplir con normas de proceso debido apropiado y asegurar que La ciudad de Lamesa cumple con las regulaciones de la sección 504 y HUD.

Josh Stevens, Alcalde

01/15/19
Fecha

LIMITED ENGLISH PROFICIENCY PLAN

Name Grantee:	City of Lamesa
Community Population:	8,613
LEP population:	1,167 (13.5%)
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
X	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
X	Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input type="checkbox"/>	Other program documents:

Resources available to Grant Recipient:	
X	Translation services: <u>City will retain translation services upon request.</u>
X	Interpreter services: <u>City will retain translation services upon request</u>
<input type="checkbox"/>	Other resources:

Language Assistance to be provided:	
X	Translation (oral and/or written) of advertised notices and vital documents for: <u>City will provide translated documents upon request and retain services to accommodate populations with limited English proficiency.</u>
X	Referrals to community liaisons proficient in the language of LEP persons <u>City will identify community liaisons that will assist to provide accommodations to LEP persons and provide these services upon request</u>
X	Public meetings conducted in multiple languages: <u>City will conduct public meetings in multiple languages upon request.</u>
X	Notices to recipients of the availability of LEP services: <u>City will reference the availability of accommodations in public notices and post documents to accommodate LEP person in public buildings</u>
<input type="checkbox"/>	Other services:

Signature - Chief Elected Official or Civil Rights Officer

01/15/19
Date

See also: [http://www.lep.gov/resources/2011 Language Access Assessment and Planning Tool.pdf](http://www.lep.gov/resources/2011%20Language%20Access%20Assessment%20and%20Planning%20Tool.pdf)

PLAN DE DOMINIO LIMITADO DEL INGLÉS

Nombre Grante:	Ciudad de Lamesa
Población de la Comunidad:	8,613
LEP Población:	1,167 (13.5%)
Idiomas Hablados:	Español
3) En más del 5% de la población elegible o beneficiarios y tiene más de 50 en número; o	
4) Por más de 1,000 individuos en la población elegible en el área del mercado o entre los beneficiarios actuales	

Las actividades del programa deben ser accesibles para las personas LEP:	
<input checked="" type="checkbox"/>	Avisos públicos y audiencias con respecto a las solicitudes de fondos de la subvención, enmiendas a las actividades del proyecto y finalización del proyecto financiado mediante donaciones
<input checked="" type="checkbox"/>	Publicaciones sobre la solicitud de TxCDBG, procedimientos de quejas, procedimientos de quejas, procedimientos de quejas, respuestas a reclamos, avisos, avisos de derechos y medidas disciplinarias, y otras audiencias vitales, documentos y requisitos del programa
<input type="checkbox"/>	Otros Documentos del Programa:

Recursos disponibles para el beneficiario de subvención:	
<input checked="" type="checkbox"/>	Servicios de Traducción: <u>La Ciudad retendrá servicios de traducción a pedido</u>
<input checked="" type="checkbox"/>	Servicios de intérprete: <u>La Ciudad retendrá servicios de intérprete a pedido</u>
<input type="checkbox"/>	Otros recursos:

Asistencia de idiomas a ser proporcionada:	
<input checked="" type="checkbox"/>	Traducción (oral y/o escrita) de anuncios publicados y documentos vitales para: <u>La ciudad proporcionará documentos traducidos previa solicitud y retendrá los servicios para acomodar a las poblaciones con dominio limitado del inglés</u>
<input checked="" type="checkbox"/>	Referencias a enlaces comunitarios competentes en el lenguaje de personas con LEP: <u>La Ciudad identificará enlaces comunitarios que ayudarán a proporcionar acomodaciones a personas LEP y proporcionarán estos servicios a pedido.</u>
<input checked="" type="checkbox"/>	Reuniones públicas realizadas en múltiples idiomas <u>La ciudad conducirá reuniones públicas en múltiples idiomas a pedido</u>
<input checked="" type="checkbox"/>	Avisos a los destinatarios de la disponibilidad de los servicios LEP: <u>La Ciudad hará referencia a la disponibilidad de acomodaciones en avisos públicos y documentos postales para acomodar a personas con LEP en edificios públicos</u>
<input type="checkbox"/>	Otros Servicios:

Firma - Jefe Elegido Funcionario o Oficial de Derechos Civiles

01/15/19
Date

ver también: [http://www.lep.gov/resources/2011 Language Access Assessment and Planning Tool.pdf](http://www.lep.gov/resources/2011%20Language%20Access%20Assessment%20and%20Planning%20Tool.pdf)

FAIR HOUSING POLICY

In accordance with Fair Housing Act, the City of LAMESA hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *City of Lamesa agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. *City of Lamesa agrees to* plan at least one activity during the contract term to affirmatively further fair housing.
3. *City of Lamesa* will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Lamesa, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Josh Stevens
Mayor

01/15/19
Date

POLÍTICA DE EQUIDAD DE VIVIENDA

Conformidad con la ley de vivienda equitativa, Ciudad de Lamesa presente adopta la siguiente política con respecto al afirmativo promover FERIA de vivienda:

1. La Ciudad de Lamesa se compromete a afirmativamente más opción de vivienda para todas las clases protegidas siete (raza, color, religión, sexo, discapacidad, estatus familiar y origen nacional).
2. La Ciudad de Lamesa se compromete a plan de al menos una actividad durante la vigencia del contrato a afirmativamente más vivienda.
3. La Ciudad de Lamesa a presentar y aprobar una resolución la adopción de esta política.

Como funcionarios y representantes de la Ciudad de Lamesa, los abajo firmantes han leído completamente de acuerdo a este plan y ser parte de la plena aplicación de este programa.

Signature

Josh Stevens
Alcalde

01/15/19
Fecha

CODE OF CONDUCT/PROGRAM PROCUREMENT POLICY CITY OF LAMESA,
ADOPTED: JANUARY 15, 2019

CODE OF CONDUCT

As a Grant Recipient of a federal or state grant contract (including TxCDBG), the City of Lamesa shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the federal or state grant contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Lamesa shall participate in the selection, award, or administration of a contract supported by federal or state grant funds (including TxCDBG) if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Lamesa shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving federal or state grant funds (including TxCDBG), that has any grant-related function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award, or that is required to complete some or all work under the federal or state grant contract in order to meet any National Program Objectives.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award (including TxCDBG), or that is required to complete some or all work under the federal or state grant contract in order to meet a National Program Objective, that might potentially receive benefits from the federal or state grant award may not participate in the selection, award, or administration of a contract supported by federal or state grant funding.

Any alleged violations of these standards of conduct shall be referred to the City of Lamesa's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Josh Stevens, Mayor
City of Lamesa

CÓDIGO DE CONDUCTA / POLÍTICA DE ADQUISICIÓN DE PROGRAMAS CIUDAD DE LAMESA,
ADOPTADO: ENERO 15, 2019.

CÓDIGO DE CONDUCTA

Como beneficiario de una subvención de un contrato de subvención federal o estatal (incluido TxCDBG), la ciudad de Lamesa evitará, neutralizará o mitigará los conflictos de interés reales o potenciales a fin de evitar una ventaja competitiva desleal o la existencia de roles contradictorios que puedan perjudicar la el rendimiento del contrato de subvención federal o estatal o afecta la integridad del proceso de adquisición.

Para la adquisición de bienes y servicios, ningún empleado, funcionario o agente de la Ciudad de Lamesa participará en la selección, adjudicación o administración de un contrato respaldado por fondos de subvención federales o estatales (incluido TxCDBG) si él o ella tiene un real o aparente conflicto de intereses. Tal conflicto podría surgir si el empleado, oficial o agente; cualquier miembro de su familia inmediata; su compañero; o una organización que emplea o está a punto de emplear a cualquiera de las partes indicadas en este documento, tiene un interés financiero o de otra índole o un beneficio personal tangible de una empresa considerada para un contrato.

Ningún funcionario, empleado o agente de la Ciudad de Lamesa solicitará o aceptará propinas, favores o cualquier cosa de valor monetario de contratistas o empresas, posibles contratistas o empresas, o partes de sub-acuerdos, excepto cuando el interés financiero no sea sustancial o el regalo es un artículo no solicitado de valor intrínseco nominal.

Los contratistas que desarrollan o redactan especificaciones, requisitos, declaraciones de trabajo o invitaciones para presentar ofertas o solicitudes de propuestas deben ser excluidos de la competencia para tales adquisiciones.

Para todos los demás casos, ningún empleado, agente, consultor, funcionario o funcionario elegido o designado del estado, o de una unidad del gobierno local general, o de cualquier agencia pública designada, o subbeneficiarios que reciben fondos de subvención federales o estatales (incluyendo TxCDBG), que tiene cualquier función / responsabilidad relacionada con las subvenciones, o que está en condiciones de participar en un proceso de toma de decisiones o de obtener información interna, puede obtener un interés o beneficio financiero de la actividad de subvención federal o estatal.

Las restricciones de conflicto de intereses y los requisitos de adquisición identificados en este documento se aplicarán a un negocio beneficiario, proveedor de servicios u otra entidad externa que esté recibiendo asistencia, directa o indirectamente, bajo un contrato o adjudicación de subvención federal o estatal, o que se requiera para completar algunos o todos trabajan bajo el contrato de subvención federal o estatal para cumplir con los Objetivos del Programa Nacional.

Cualquier persona o entidad incluyendo cualquier empresa beneficiaria, proveedor de servicios públicos u otra entidad externa que esté recibiendo asistencia, directa o indirectamente, bajo un contrato o adjudicación de subvención federal o estatal (incluido TxCDBG), o que se requiera para completar una parte o todo el trabajo en virtud del contrato de subvención federal o estatal para cumplir un objetivo del programa nacional, que podría recibir beneficios de la subvención federal o estatal no puede participar en la selección, adjudicación o administración de un contrato respaldado por fondos federales o estatales.

Cualquier presunta violación de estas normas de conducta se remitirá a la Fiscalía de la Ciudad de Lamesa. Cuando aparezcan violaciones, el empleado, agente o agente infractor estará sujeto a medidas disciplinarias, que incluyen, entre otros, el despido o la transferencia; cuando las infracciones o infracciones parecen ser de naturaleza sustancial, el asunto puede remitirse a los funcionarios apropiados para su investigación penal y posible enjuiciamiento.

Josh Stevens, Alcalde

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM:18

**SUBJECT: CONSIDER AND TAKE NECESSARY ACTION TO
ADOPT A RESOLUTION DESIGNATING AUTHORIZED
SIGNATORIES FOR THE CDBG GRANT”:**

PROCEEDING: Resolution

SUBMITTED BY: City Staff

SUMMARY STATEMENT

“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 Texas Community Development Block Grant Program (TxCDBG) contract number 7218280. (City Manager)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ 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 Texas Community Development Block Grant Program (TxCDBG) contract number 7218280. 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. _____

AUTHORIZING SIGNATORIES

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 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7218280.

WHEREAS, the City of Lamesa, Texas has received a 2018 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form* (Form A202) is to be submitted with a copy of this Resolution, and;

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 TxCDBG 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 TxCDBG *Depository/ Authorized Signatories Designation Form* (Form A202).

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 documents between the Texas Department of Agriculture and the City for the 2018 Texas Community Development Block Grant Program.

The Mayor, Mayor Pro-Tem, City Manager, Finance Director, City Secretary, and administrative assistant be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2018 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS on _____, 2019.

Josh Stevens, Mayor

Attest:

Betty Conde, City Secretary

Depository/Authorized Signatories Designation Form

Grant Recipient City of Lamesa

TxCDBG Contract No. 7216280

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

<div style="text-align: center; margin-bottom: 10px;">Josh Stevens</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Name)</div> <div style="text-align: center; margin-bottom: 10px;">Mayor</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Title)</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Signature)</div>	<div style="text-align: center; margin-bottom: 10px;">Brant Sewart</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Name)</div> <div style="text-align: center; margin-bottom: 10px;">Mayor Pro-Tem</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Title)</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Signature)</div>
--	--

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

<div style="text-align: center; margin-bottom: 10px;">Shawna Burkhart</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Name)</div> <div style="text-align: center; margin-bottom: 10px;">City Manager</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Title)</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Signature)</div>	<div style="text-align: center; margin-bottom: 10px;">Betty Conde</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Name)</div> <div style="text-align: center; margin-bottom: 10px;">City Secretary</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Title)</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Signature)</div>
<div style="text-align: center; margin-bottom: 10px;">Wayne Chapman</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Name)</div> <div style="text-align: center; margin-bottom: 10px;">Finance Director</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Title)</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Signature)</div>	<div style="text-align: center; margin-bottom: 10px;"></div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center; margin-bottom: 10px;"></div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Title)</div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">(Signature)</div>

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 19

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

SUMMARY STATEMENT

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: JANUARY 15, 2019

AGENDA ITEM: 20

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

SUMMARY STATEMENT

Financial reports for December 2018 for City Council review and discussion.

COUNCIL ACTION

No City Council action required.

CITY MANAGER'S MEMORANDUM

Wayne Chapman, Finance Director, will present an overview of the City's Financial reports.



City of Lamesa
Financial Statement Summary
As of: December 31st, 2018

	Current Month-to-Date	Year-to-Date
General Fund (1)		
Revenues	\$ 348,665.78	\$ 1,912,351.25
Expenditures	\$ 391,077.34	\$ 1,065,206.24
Revenues Over/(Under) Expenditures	\$ (42,411.56)	\$ 847,145.01
Water & Wastewater Fund (2)		
Revenues	\$ 366,221.24	\$ 1,132,904.95
Expenditures	\$ 607,698.13	\$ 1,329,374.95
Revenues Over/(Under) Expenditures	\$ (241,476.89)	\$ (196,470.00)
Solid Waste Fund (3)		
Revenues	\$ 153,008.26	\$ 462,873.31
Expenditures	\$ 114,271.42	\$ 394,745.58
Revenues Over/(Under) Expenditures	\$ 38,736.84	\$ 68,127.73
Golf Course Fund (18)		
Revenues	\$ 10,031.75	\$ 31,858.50
Expenditures	\$ 16,177.98	\$ 55,131.17
Revenues Over/(Under) Expenditures	\$ (6,146.23)	\$ (23,272.67)
All Funds		
Revenues	\$ 877,927.03	\$ 3,539,988.01
Expenditures	\$ 1,129,224.87	\$ 2,844,457.94
Revenues Over/(Under) Expenditures	\$ (251,297.84)	\$ 695,530.07

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

01 -GENERAL FUND
FINANCIAL SUMMARY

25.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
01-TAXES		3,261,921.00	225,381.46	1,658,226.83	50.84	1,603,694.17
02-FRANCHISES AND STREET		490,500.00	88,141.28	135,951.45	27.72	354,548.55
03-PERMITS, LICENSES AND		27,000.00	9,439.50	12,551.12	46.49	14,448.88
04-FINES		48,000.00	4,319.27	11,804.90	24.59	36,195.10
05-RECREATIONAL AND RENTA		25,000.00	2,573.17	9,114.26	36.46	15,885.74
06-OTHER GOVERNMENTAL AGE		284,157.00	0.00	45,585.50	16.04	238,571.50
07-TRANSFERS		0.00	0.00	0.00	0.00	0.00
08-CHARGES FOR CURRENT SE		18,200.00	186.00	1,720.60	9.45	16,479.40
09-MISCELLANEOUS REVENUES		151,630.00	18,625.10	37,396.59	24.66	114,233.41
19-SOURCE (CHG TO 49XXX)		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		4,306,408.00	348,665.78	1,912,351.25	44.41	2,394,056.75

EXPENDITURE SUMMARY

GENERAL ADMIN SERVICES	215,753.00	16,726.80	56,350.38	26.12	159,402.62
FINANCIAL SERVICES	96,257.00	7,012.61	27,244.41	28.30	69,012.59
PERSONNEL/RISK MGT SERV	62,349.00	7,113.25	21,300.34	34.16	41,048.66
COMMUNITY DEVELOPMENT SER	1,000.00	73.18	280.22	28.02	719.78
HOUSING ASSISTANCE SERV	13,032.00	4,259.68	14,810.46	113.65	(1,778.46)
CITY COUNCIL	54,033.00	3,772.82	12,552.85	23.23	41,480.15
CITY HALL	154,905.00	79,189.97	102,374.48	66.09	52,530.52
INTERGOVERNMENTAL	46,690.00	2,129.12	17,256.62	36.96	29,433.38
MUNICIPAL COURT	131,960.00	9,562.19	30,604.86	23.19	101,355.14
VEHICLE REPAIR SERVICES	37,328.00	(755.45)	26,032.42	69.74	11,295.58
VEHICLE PREVENTIVE MNT	393.00	132.83	(93.21)	23.72-	486.21
FIRE SERVICES	645,243.00	60,556.94	151,674.62	23.51	493,568.38
VOLUNTEER FIRE SERVICES	137,649.00	1,725.67	13,014.52	9.45	124,634.48
PD - GEN'L ADMIN SERV	223,608.00	14,770.34	47,927.14	21.43	175,680.86
COMMUNICATIONS SERVICES	227,428.00	18,228.50	45,888.32	20.18	181,539.68
GEN'L LAW ENFORCEMENT SER	1,071,494.00	77,380.27	227,687.52	21.25	843,806.48
CRIMINAL INVESTIGATIONS	178,461.00	12,969.85	41,264.42	23.12	137,196.58
JUVENILE SERVICES	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL SERVICE	51,675.00	1,923.55	7,206.12	13.95	44,468.88
EMERGENCY MANAGEMENT SERV	21,400.00	117.30	417.05	1.95	20,982.95
NARCOTICS INTERDICTION	0.00	0.00	0.00	0.00	0.00
STREET MAINTENANCE SERV	334,549.00	25,723.11	66,825.43	19.97	267,723.57
STREET CONST/SEAL COAT	115,050.00	735.88	5,308.92	4.61	109,741.08
STREET CLEANING SERVICES	24,809.00	(1,585.50)	(7,024.08)	28.31-	31,833.08
TRAFFIC SERVICES	169,261.00	9,797.29	30,715.35	18.15	138,545.65
INSPECTION SERVICES	120,832.00	16,139.87	46,385.71	38.39	74,446.29
PARK MAINTENANCE SERVICES	331,238.00	15,033.70	51,509.33	15.55	279,728.67
PARK IRRIGATION SERVICES	9,806.00	(2,265.11)	(5,783.86)	58.98-	15,589.86
COMMUNITY BUILDING SERV	59,450.00	2,472.90	8,244.00	13.87	51,206.00
RECREATIONAL FACILITIES	266,529.00	7,485.81	22,870.04	8.58	243,658.96

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

25.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
	SWIMMING POOL SERVICES	80,341.00	649.97	2,361.86	2.94	77,979.14
	TOTAL EXPENDITURES	4,882,523.00	391,077.34	1,065,206.24	21.82	3,817,316.76
	REVENUES OVER/(UNDER) EXPENDITURES	(576,115.00)	(42,411.56)	847,145.01	147.04-	(1,423,260.01)
	OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
	REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(576,115.00)	(42,411.56)	847,145.01	147.04-	(1,423,260.01)

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

02 -WATER & WASTEWATER ENTER.
FINANCIAL SUMMARY

25.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
	11-OPERATING REVENUES	4,523,210.00	363,746.02	1,123,027.67	24.83	3,400,182.33
	12-NON-OPERATING REVENUES	194,291.00	2,475.22	9,877.28	5.08	184,413.72
	TOTAL REVENUES	4,717,501.00	366,221.24	1,132,904.95	24.01	3,584,596.05
EXPENDITURE SUMMARY						
	WATER PRODUCTION SERVICES	1,689,231.00	191,664.28	358,850.53	21.24	1,330,380.47
	WATER DIST/WASTEWATER SER	1,968,156.00	170,029.76	517,467.25	26.29	1,450,688.75
	WASTEWATER TREATMENT SERV	890,592.00	211,119.03	330,975.75	37.16	559,616.25
	ENGINEERING SERVICES	91,832.00	1,299.02	3,258.07	3.55	88,573.93
	TECHNICAL SERVICES	81,863.00	3,813.33	13,636.38	16.66	68,226.62
	UTILITY BILLING/COLLECT	354,716.00	29,772.71	105,186.97	29.65	249,529.03
	INSPECTION SERVICES	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	5,076,390.00	607,698.13	1,329,374.95	26.19	3,747,015.05
	REVENUES OVER/(UNDER) EXPENDITURES	(358,889.00)	(241,476.89)	(196,470.00)	54.74	(162,419.00)
	OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
	REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(358,889.00)	(241,476.89)	(196,470.00)	54.74	(162,419.00)

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

03 -SOLID WASTE ENTERPRISE
FINANCIAL SUMMARY

25.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
05-RECREATIONAL AND RENTA		0.00	0.00	0.00	0.00	0.00
21-OPERATING REVENUES		1,829,262.00	152,267.09	460,719.21	25.19	1,368,542.79
22-NON-OPERATING REVENUES		77,300.00	741.17	2,154.10	2.79	75,145.90
TOTAL REVENUES		1,906,562.00	153,008.26	462,873.31	24.28	1,443,688.69
EXPENDITURE SUMMARY						
SOLID WASTE COLLECTION SV		1,026,600.00	69,251.12	210,460.00	20.50	816,140.00
SANITARY LANDFILL SERVICE		908,276.00	30,296.26	141,521.25	15.58	766,754.75
SPECIALIZED COLLECTION SV		150,012.00	8,873.58	25,256.93	16.84	124,755.07
ENVIRONMENTAL HEALTH SERV		88,889.00	5,850.46	17,507.40	19.70	71,381.60
TOTAL EXPENDITURES		2,173,777.00	114,271.42	394,745.58	18.16	1,779,031.42
REVENUES OVER/ (UNDER) EXPENDITURES	(267,215.00)	38,736.84	68,127.73	25.50-	(335,342.73)	
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00	
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(267,215.00)	38,736.84	68,127.73	25.50-	(335,342.73)	

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

18 -MUNICIPAL GOLF COURSE
 FINANCIAL SUMMARY

25.00% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
09-MISCELLANEOUS REVENUES		0.00	0.00	0.00	0.00	0.00
31-FEES AND DUES		210,600.00	10,031.75	31,858.50	15.13	178,741.50
TOTAL REVENUES		210,600.00	10,031.75	31,858.50	15.13	178,741.50
EXPENDITURE SUMMARY						
MUNICIPAL GOLF COURSE		210,600.00	16,177.98	55,131.17	26.18	155,468.83
TOTAL EXPENDITURES		210,600.00	16,177.98	55,131.17	26.18	155,468.83
REVENUES OVER/(UNDER) EXPENDITURES		0.00	(6,146.23)	(23,272.67)	0.00	23,272.67
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)						
		0.00	(6,146.23)	(23,272.67)	0.00	23,272.67

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 21

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

Finance Director to report on City's investments through the 1st quarter of FY 2018/2019.

COUNCIL ACTION

No City Council action required.

CITY MANAGER'S MEMORANDUM

Wayne Chapman, Finance Director, will present an overview of the City's Investment reports.



City of Lamesa
Balance Sheet Summary
As of : December 31st, 2018

General Fund (1)

Assets	\$	4,476,298.81
Liabilities	\$	600,135.23

Water & Wastewater Fund (2)

Assets	\$	16,743,821.44
Liabilities	\$	13,017,298.80

Solid Waste Fund (3)

Assets	\$	3,682,160.91
Liabilities	\$	1,164,809.53

Golf Course Fund (18)

Assets	\$	244,697.74
Liabilities	\$	257,011.28

BALANCE SHEET

AS OF: DECEMBER 31ST, 2018

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
01-1001	CASH IN BANK	2,007,294.26
01-1002	PETTY CASH	0.00
01-1003	RETURNED CHECKS	1,297.02
01-1004	TAXES RECEIVABLE-DELIQUENT	194,414.90
01-1005	TAXES RECEIVABLE CURRENT	74,644.74
01-1006	PROV. FOR UNCOLLECT TAXES	(142,943.71)
01-1007	MISC ACCT. RECEIVABLE	1,996.70
01-1008	PROV. UNCOLLEC. ACCT/REC	(184.11)
01-1009	PAVING LEIN RECEIVABLE	157,357.00
01-1010	UNCOLLECTABLE PAVING LEIN	(100,387.00)
01-1011	A/R LUBBOCK TASK FORCE	0.00
01-1012	A/R TNRCC	0.00
01-1013	OFFICE SUPPLIES INVENTORY	2,525.98
01-1014	DUE FROM DAWSON COUNTY	0.40
01-1015	CASH IN BANK - PAYROLL	(162.33)
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	1,388,571.35
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	7,642.91
01-1029	DUE TO/FROM DEBT SERVICE	0.00
01-1030	DUE FROM MOTEL TAX FUND	0.00
01-1031	DUE TO/FROM SPECIAL REV. FUND	0.00
01-1032	DUE FROM INVESTMENT-CIVIC CTR.	0.00
01-1033	ACCOUNTS RECEIVABLE	0.00
01-1034	SALES TAX REC./TX COMPTROLLER	278,570.22
01-1035	DUE FROM IMS FLEX ACCT.	6,919.54
01-1036	FRANCHISE TAX RECEIVABLE	80,806.95
01-1040	TAN I&S RESERVE	0.00
01-1044	CIP - F PARK LIGHT PROJECT	0.25
01-1045	CITY OF LAMESA - CFS FESTIVAL	4,869.11
01-1046	CRIME LINE	2,674.00
01-1050	DUE TO/FROM RISK MGMT & SAFE	0.00
01-1055	DUE FROM INVESTMENT FUND	0.00
01-1056	DUE FROM TEXstar POOL	501,845.16
01-1060	DUE FROM ECONOMIC DEVELO	22,337.48
01-1061	DUE FROM BUILDING SECURITY	0.00
01-1062	DUE FROM PEG FUND	0.00
01-1063	DUE FROM POLICE DONATION FUND	0.00
01-1064	DUE FROM TECHNOLOGY FUND	0.00
01-1065	DUE FROM ECONOMIC DEV./AUDITOR	(13,792.01)

BALANCE SHEET

AS OF: DECEMBER 31ST, 2018

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-1066	DUE FROM S.W.A.T FUND	0.00
01-1070	DUE FROM FORFEITED TRUST	0.00
01-1071	DUE FROM WWF-LAND PURCHASE	0.00
01-1072	DUE TO/FROM GOLF COURSE	0.00
01-1080	D.A.R.E.	0.00
01-1085	DUE FROM HOUSING AUTHORITY	0.00
01-1090	XFER FOR RETIREMENT/C.O.'	0.00
01-1095	DUE FROM LEAP	0.00
		4,476,298.81
TOTAL ASSETS		4,476,298.81

LIABILITIES

01-2013	PAVING LIEN REFUND PAYABLE	0.00
01-2014	SALES TAX PAYABLE	10,512.20
01-2015	VOUCHERS PAYABLE	202,469.96
01-2016	COMMUNITY BLDG.DEPOSITS	19,173.00
01-2017	REFUND OF CASH DEPOSITS	591.00
01-2018	WAGES PAYABLE	0.00
01-2019	GROUP INSURANCE PAYABLE	0.00
01-2020	WITHHOLDING TAX PAYABLE	0.00
01-2021	SOCIAL SECURITY PAYABLE	0.00
01-2022	T.M.R.S. PAYABLE	0.00
01-2023	AUTO ALLOWANCE PAYABLE	0.00
01-2024	BONDS	0.00
01-2025	DEDUCTIONS PAYABLE	0.00
01-2026	WORKERS COMPENSATION	(25.00)
01-2027	AIRPORT	0.00
01-2028	OPTIONAL LIFE PAYABLE	6,495.32
01-2029	DUE TO SWMF	0.00
01-2030	GOVERNOR'S TAX PAYABLE	2,097.70
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	110.00
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	0.00
01-2041	SALES TX DUE TO LEDC -TX COMPT	46,428.37
01-2042	DUE TO LEAP -SALES TAX	46,428.37
01-2043	TMRS EMPLOYEE BACK PAY	886.49
01-2044	FLEX SPENDING ACCT. (FSA)	(979.91)
01-2045	PROV. FOR COMP.ABSENCES	(0.13)
01-2048	1992 C O DEBT-PRINCIPAL	0.00
01-2049	1992 C.O. DEBT	0.00
01-2050	ICMA-RC PAYABLE	0.00
01-2051	COURT BONDS PAYABLE	500.00

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-2052	COURT BUILDING SECURITY FUND	0.00
01-2053	COURT TECHNOLOGY FEE	0.00
01-2055	TAN I&S PRINCIPAL	0.00
01-2056	TAN I&S INTEREST	0.00
01-2057	NORTHLAND PEG FEES	742.74
01-2058	NTS PEG FEES	0.00
01-2070	GROUP INS. PRE-TAX	(4,391.74)
01-2075	EMPLOYEE REIMB. SICK LEAVE	0.00
01-2080	DEFERRED REVENUE-PAVING	0.00
01-2081	DEFERRED REVENUE-TAXES	126,115.95
01-2082	DEFERRED REVENUE-MISC. POLICE	(0.14)
01-2083	DEFERRED REVENUE REVITAL GRANT	0.00
01-2084	DEFERRED REVENUE- CIVIC CENTER	0.00
01-2085	AFLAC PRE-TAX	1,436.97
01-2086	DEFERRED REV.-POLICE DONATIONS	0.00
01-2087	DEFERRED REV.-COURTHOUSE PROJ.	0.00
01-2088	DEFERRED REVENUE-SWAT DONATION	0.00
01-2089	DEFERRED REVENUE/FIRE PROTECTI	0.00
01-2090	AFLAC POST TAX	636.94
01-2091	DEFERRED REV.-L.I.S.D. BUYMONE	3,786.50
01-2092	AIR MED CARE	0.00
01-2094	NEW YORK LIFE INS. PAYABLE	0.00
01-2095	VISION INS. PAYABLE	325.68
01-2096	EMPLOYEE LEGAL SERV. PAYABLE	181.30
01-2097	WORK BOOTS PAYABLE	(1,545.66)
01-2098	DEFERRED REV. - SPORTS COMPLEX	56,970.00
01-2099	JAE FITNESS PAYABLE	(745.03)
01-2150	ACCRUED PAYABLES	0.00
01-2160	ACCRUED PAYROLL LIABILITY	81,934.35
01-2999	PROFIT & LOSS	0.00
	TOTAL LIABILITIES	600,135.23
EQUITY		
01-3001	FUND BALANCE	3,029,018.57
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	3,029,018.57
	TOTAL REVENUE	1,912,351.25
	TOTAL EXPENSES	1,065,206.24
	TOTAL REVENUE OVER/(UNDER) EXPENSES	847,145.01
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	3,876,163.58
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	4,476,298.81

BALANCE SHEET

AS OF: DECEMBER 31ST, 2018

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
02-1001	CASH IN BANK	517,187.00
02-1002	CASH IN DRAWER	0.00
02-1003	DUE FROM INVESTMENTS/WATER DEP	29,766.50
02-1004	CAPITAL EQUIPMENT RESERVE	476,089.99
02-1005	W.S.G. CHGS. RECEIVABLE	247,110.62
02-10051	REFUNDS PAYABLE	241.04
02-10052	UTILITY A/R SUSPENSE	0.00
02-10053	UNAPPLIED US REVENUE	(13,622.25)
02-10054	US GL RECON REPORT	0.00
02-10059	UNBILLED REVENUE RECEIVABLE	0.00
02-1006	PROV.FOR UNCOLLECT. ACCTS	(43,882.52)
02-1007	INVENTORY SUPPLIES	188,905.89
02-1008	WW. TRMT PLNT .RES.INVESTMENTS	92,550.06
02-1009	UTILITY SYSTEM IMPROV RESERVE	0.00
02-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
02-1011	AMORT.OF DISC. & PREMIUMS	0.00
02-1012	WATER SYSTEM LAND	33,460.47
02-1013	WATER RIGHTS PURCHASED	6,680,247.00
02-1014	WALKS, DRIVES & FENCES	10,223,647.26
02-1015	BUILDINGS	149,063.00
02-1016	WELLS & WELL HOUSES	0.00
02-1017	BOOSTER STAT. AND STORAGE	0.00
02-1018	WATER LINES,VALVES & FITT	0.00
02-1019	WATER TAPS AND METERS	6,816,494.00
02-1020	AUTOMOTIVE & MISC.EQUIP.	2,163,119.39
02-1021	FIRE HYDRANTS	0.00
02-1022	WATER SYST. DEPRECIATION	(11,579,223.48)
02-1023	SEWER SYSTEM-LAND & LAGOO	95,540.50
02-1024	SEWAGE LIFT STATIONS	0.00
02-1025	DISPOSAL PLANT	0.00
02-1026	SEWER LINES	0.00
02-1027	SEWER SYS. DEPRECIATION	0.00
02-1028	DUE TO/FROM SOLID WASTE	0.00
02-1029	ELECTRICAL INVENTORY	0.00
02-1030	WW LIFTSTATION/LUBBOCK HWY.	483.11
02-1031	ACCOUNTS REC. - TRRA	0.00
02-1032	06 TAN ISSUANCE COSTS	27,120.24
02-1033	06 TAN AMORTIZATION	43,915.00
02-1035	DUE FROM TCDP GRANT	0.00
02-1036	DUE FROM INV. FUND-TX NOTE 06	18,319.68
02-1037	DUE TO INV. - WELLS &TOWER	395,161.73
02-1039	WATER TREATMENT PLANT	0.00
02-1040	WW TRMT PLANT RES.	0.00
02-1050	CASH IN BANK-TRMT PLANT	0.00
02-1060	CIP - NEW WATER WELL PROJECT	18,501.29
02-1065	CIP - LUBBOCK HWY LIFTSTATION	0.16
02-1070	CIP - ELEVATED STORAGE TANK	0.24
02-1075	CIP - WATER MAIN IMP, HWY 87	(0.48)
02-1080	NET PENSION ASSET (LIABILITY)	(30,921.00)

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-1081	DEFERRED OUTFLOW-PENSION CONTR	21,006.00
02-1082	DEFERRED OUTFLOW-PENSION INV E	173,541.00
02-1083	L.E.D.C. PRISON TOWER REC.	0.00
		16,743,821.44

TOTAL ASSETS

16,743,821.44

LIABILITIES

02-2010	DUE TO LAMESA EDC	0.00
02-2013		0.00
02-2025	REVENUE RECOVERY LIABILITY	(236.77)
02-2026	REVENUE RECOVERY FEES	2,744.45
02-2027	UNDEPOSITED METER DEPOSIT	0.00
02-2028	WATER DEPOSITS	261,033.98
02-2029	T.M.R.S. PAYABLE	0.00
02-2030	F.I.C.A. PAYABLE	0.00
02-2031	VOUCHERS PAYABLE	0.00
02-2032	BONDS PAYABLE-PRISON	0.00
02-2033	CONTRIBUTED BY DEVELOPERS	255,845.00
02-2034	CONTRIBUTED BY U.S. GOV'T	236,875.39
02-2035	RES.RETIRE.OF BONDS & INT	0.00
02-2036	EARNED SURPLUS INVESTED	0.00
02-2037	EARNED SURPLUS UNAPPROPR.	0.00
02-2038	INT. ON B.F. INVESTMENT	0.00
02-2039	TRANS. FOR RET. OF BONDS	0.00
02-2040	OPERATING TRANSFER	0.00
02-2041	BOND INTEREST EXPENSE	0.00
02-2042	HANDLING FEES	0.00
02-2043	CAPITAL PROJECT FUNDS	440,420.21
02-2045	PROV.COMPENSATED ABSENCES	41,251.02
02-2046	DUE TO/FROM GENERAL FUND	0.00
02-2047	DUE TO SOLID WASTE	0.00
02-2048	DUE TO RISK MGT & SAFETY	0.00
02-2049	1992 C.O. DEBT NON CURRENT	0.00
02-2050	NOTE PAYABLE- 2006 TAX NOTES	0.00
02-2051	NOTE PAYABLE-CAT FINANCE	0.00
02-2052	LEASE PAYABLE-AAIG(NON-CURRENT	1,640,416.00
02-2053	NOTES PAYABLE-WSB (NONCURREN).	(0.40)
02-2054	BONDS PAYABLE - USDA	4,331,000.00
02-2055	CONTRIBUTED CAPITAL-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 SWMF - LAND PURCHASE	75,000.00
02-2059	DUE TO CAP. PROJ.-LAND PURCHAS	0.00
02-2060	AFLAC PRE-TAX	0.00
02-2061	DUE TO/FROM GOLF COURSE FUND	0.00
02-2070	GROUP INS. PRE-TAX	0.00
02-2085	AFLAC PRE-TAX	0.00
02-2090	AFLAC POST TAX	0.00
02-2095	VISION INS. PAYABLE	0.42

BALANCE SHEET

AS OF: DECEMBER 31ST, 2018

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-2160	ACCRUED PAYROLL LIABILITY	31,603.93
02-2900	CURRENT PORTION 91 C.O.'S	0.00
02-2901	CURRENT PORTION - USDA	80,000.00
02-2902	CURRENT PORTION-2006 TAN	0.00
02-2903	CURRENT PORTION-CAT FINANCE	0.00
02-2904	LEASE PAYABLE-AAIG (CURRENT)	124,636.00
02-2905	NOTES PAYABLE-WSB (CURRENT)	0.33
02-2906	NOTES PAYABLE-SOUTH PLAINS COM	0.00
02-2909	TAX NOTE 2013 - ST	0.00
02-2910	TAX NOTE 2013 L-T	210,000.00
02-2911	CURRENT PORTION COMP ABSE	11,634.80
02-2912	TAX NOTE 2013-A L-T	307,000.00
02-2913	TAX NOTE 2013A - S-T	0.00
02-2914	TAX NOTE 2014 L-T	103,535.00
02-2915	TAX NOTE 2014 S-T	12,080.00
02-2920	DEFERRED REV-LIFTSTATION PROJ.	0.00
02-2925	CONJ. USE SERIES 2011-NONCURRE	1,338,783.00
02-2926	CONJ USE SERIES 2011-CURRENT	78,536.00
02-2927	REFUNDING 2010 - NON CURRENT	40,718.00
02-2928	REFUNDING SERIES 2010-CURRENT	15,023.00
02-2929	RECLAMATION 2010 - NON CURRENT	0.00
02-2930	RECLAMATION 2010 - CURRENT	165,330.00
02-2931	GROUNDWATER 2009-NON CURRENT	302,845.00
02-2932	GROUNDWATER 2009 - CURRENT	20,846.00
02-2933	GROUNDWATER 2008 - NONCURRENT	0.00
02-2934	GROUNDWATER 2009 - CURRENT	0.00
02-2935	GROUNDWATER 2005-NONCURRENT	0.00
02-2936	GROUNDWATER 2005 - CURRENT	0.00
02-2937	GROUNDWATER 2012-NONCURRENT	868,538.00
02-2938	GROUNDWATER 2012-CURRENT	27,190.00
02-2939	2014 BOND (2005) ST	82,519.00
02-2940	2014 BOND (2005) LT	123,590.00
02-2941	2014 PREMIUM (2005)	18,159.00
02-2942	2014 BOND (2006) ST	49,554.00
02-2943	2014 BOND (2006) LT	527,462.00
02-2944	2014 PREMIUM (2006)	82,224.00
02-2945	2017 BACKHOE LOADER LT	71,077.00
02-2946	2017 BACKHOE LOADER ST	16,413.00
02-2950	DEFERRED OUTFLOW-PENSION	25,686.00
02-2999	PROFIT & LOSS	0.00
	TOTAL LIABILITIES	13,017,298.80
EQUITY		
=====		
02-3001	FUND BALANCE	3,922,992.64
02-3002	RESERVE-UTILITY SYSTEM IMPROV	0.00
02-3010	C.O. INTEREST	0.00
02-3012	TAN INTEREST	0.00
	TOTAL BEGINNING EQUITY	3,922,992.64

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
TOTAL REVENUE		1,132,904.95
TOTAL EXPENSES		1,329,374.95
TOTAL REVENUE OVER/(UNDER) EXPENSES	(196,470.00)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,726,522.64
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		16,743,821.44

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
03-1001	CASH IN BANK	939,999.47
03-1002	CASH IN BANK - DEBT SERVICE	0.00
03-1003	CASH IN BANK - CAPITAL RESERVE	0.00
03-1004	DUE FROM GENERAL FUND	0.00
03-1005	DUE FROM WASTEWATER	0.00
03-10059	UNBILLED REVENUE RECEIVABLE	98,852.45
03-1006	DUE FROM WWF- LAND PURCHASE	75,000.00
03-1007	DUE FROM INVESTMENTS-DEBT SERV	0.00
03-1008	DUE FROM INV.-CAPITAL RESERVE	119,901.85
03-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
03-1011	GARBAGE CHG. RECEIVABLE	112,638.78
03-1012	UNCOLLECTIBLE GARB.CHGS.	(31,288.41)
03-1013	GRANT PROCEEDS RECEIVABLE	0.00
03-1014	LAND	143,957.00
03-1015	BUILDINGS	2,386,652.61
03-1019	AUTOMOTIVE & MISC.EQUIP.	4,858,192.77
03-1020	DUE FROM INVESTMENT FUND	0.00
03-1021	CAPITAL EQUIPMENT RESERVE	46,067.05
03-1022	POST CLOSURE RESERVE	627,432.44
03-1023	ENVIROMENTAL OPER CENTER RES	0.00
03-1024	RESERVE FOR TAN I&S	0.00
03-1027	05 TAN ISSUANCE COSTS	0.00
03-1028	ACCUM. AMORT-ISSUANCE COSTS	(0.27)
03-1030	CIP - NEW LANDFILL CELL #4	(0.45)
03-1050	ACCUMULATED DEPRECIATION	(5,786,120.38)
03-1080	NET PENSION ASSET (LIABILITY)	(17,173.00)
03-1081	DEFERRED OUTFLOW-PENSION CONTR	11,667.00
03-1082	DEFERRED OUTFLOW-PENSION INV	96,382.00
		3,682,160.91
TOTAL ASSETS		3,682,160.91

LIABILITIES

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

BALANCE SHEET

AS OF: DECEMBER 31ST, 2018

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
03-2053	CATERPILLAR LEASE - S-T	0.15
03-2054	2005 TAX NOTE -CURRENT PORTION	0.00
03-2055	N/P CATERPILLAR (BULLDOZER)	0.31
03-2056	TAN I&S INTEREST	0.00
03-2060	AFLAC PRE-TAX	0.00
03-2065	N/P KSB - GARBAGE TRUCK	0.00
03-2070	GROUP INS. PRE-TAX	0.00
03-2085	AFLAC PRE-TAX	0.00
03-2090	AFLAC POST TAX	0.00
03-2095	VISION INS. PAYABLE	0.00
03-2096	N/P-CATERPILLAR 930H - LT	0.00
03-2097	N/P - CATERPILLAR 930H - ST	23,714.00
03-2098	N/P CATERPILLAR (BACKHOE) ST	0.00
03-2160	ACCRUED PAYROLL LIABILITY	15,013.54
03-2165	N/P MACK TRUCK W/ SIDELOAD -LT	0.00
03-2166	N/P MACK TRUCK W/ SIDELOAD -ST	0.00
03-2901	CURRENT PORTION 92 C.O.'S	0.00
03-2902	CURRENT PORTION-1997 TAN	0.00
03-2903	OUTSOURCE LEASE- MAD VAC L-T	0.00
03-2904	CATERPILLAR LEASE - L-T	0.00
03-2905	2005 TAX NOTE (LT)	0.00
03-2906	ST-CATERPILLAR LOADER 2015	11,122.00
03-2907	LT - CATERPILLAR LOADER 2015	112,540.00
03-2908	ST-CATERPILLAR BULL DOZER 2015	39,436.00
03-2909	LT-CATERPILLAR BULL DOZER 2015	82,154.00
03-2910	TAX NOTE 2012 - LT	145,700.00
03-2911	TAX NOTE 2012 - ST	0.00
03-2912	2016 MACK DUMP TRUCK - LT	89,703.00
03-2913	2016 MACK DUMP TRUCK - ST	42,905.00
03-2950	DEFERRED INFLOW-PENSION	14,266.00
	TOTAL LIABILITIES	1,164,809.53
EQUITY		
03-3001	FUND BALANCE	2,341,995.47
03-3002	INVESTMENT IN PROPERTY	0.00
03-3003	UNRESERVED FUND BALANCE	0.00
03-3004	POSTCLOSURE RESERVE	107,228.18
03-3005	RESERVE ENVIROMENTAL OPER CNTR	0.00
03-3010	C.O. INTEREST	0.00
03-3012	TAN INTEREST	0.00
	TOTAL BEGINNING EQUITY	2,449,223.65
	TOTAL REVENUE	462,873.31
	TOTAL EXPENSES	394,745.58
	TOTAL REVENUE OVER/(UNDER) EXPENSES	68,127.73
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	2,517,351.38
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	3,682,160.91

BALANCE SHEET

AS OF: DECEMBER 31ST, 2018

18 -MUNICIPAL GOLF COURSE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
18-1001	CASH	(30,641.10)	
18-1005	GOLF FEES RECEIVABLE	33,152.64	
18-1006	ALLOWANCE FOR BAD DEBTS	(25,136.20)	
18-1020	LAND IMPROVEMENTS	79,362.32	
18-1021	EQUIPMENT	316,363.08	
18-1022	DEPRECIATION	(165,019.00)	
18-1023	BUILDINGS & IMPROVEMENTS	12,143.00	
18-1028	SALES TAX RECEIVABLE	0.00	
18-1030	DUE TO/FROM WATER FUND	0.00	
18-1080	NET PENSION ASSET (LIABILITY)	(4,625.00)	
18-1081	DEFERRED OUTFLOW-PENSION CONTR	3,142.00	
18-1082	DEFERRED OUTFLOW-PENSION INV.	25,956.00	
		244,697.74	
TOTAL ASSETS			244,697.74
LIABILITIES			
18-2010	DUE TO/FROM GENERAL FUND	0.00	
18-2013	NOTES PAYABLE-OUTSOURCE/CURR.	0.00	
18-2014	SALES TAX PAYABLE	0.00	
18-2015	NOTE PAYABLE-WELL FARGO-CURREN	0.00	
18-2016	DUE TO RISK MGMT.	96,624.00	
18-2017	NOTES PAYABLE	0.00	
18-2018	NOTES PAYABLE - OUTSOURCE	0.00	
18-2044	COMP. ABSENCES - CURRENT	2,762.21	
18-2045	COMP. ABSENCES - LONG TERM	9,791.11	
18-2160	ACCRUED PAYROLL LIABILITY	3,880.96	
18-2902	RANGE BALL SERVER -ST PORTION	0.00	
18-2903	PNC GOLF CAR LEASE - LT	72,524.00	
18-2904	PNC GOLF CAR LEASE - ST	10,579.00	
18-2906	RANGE BALL SERVER- LT PORTION	12,216.00	
18-2907	TORO MOWER LT	44,792.00	
18-2950	DEFERRED INFLOW-PENSION	3,842.00	
	TOTAL LIABILITIES		257,011.28
EQUITY			
18-3001	FUND BALANCE	10,959.13	
	TOTAL BEGINNING EQUITY	10,959.13	
	TOTAL REVENUE	31,858.50	
	TOTAL EXPENSES	55,131.17	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(23,272.67)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(12,313.54)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		244,697.74

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 22

SUBJECT: CITY MANAGER REPORT

SUBMITTED BY: City Manager

SUMMARY STATEMENT

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

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM:23

SUBJECT: MAYORS REPORT

SUBMITTED BY: Mayor

SUMMARY STATEMENT

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

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 24

CLOSED SESSION:

SUBJECT:

SUBMITTED BY: City Manager

SUMMARY STATEMENT

Consider convening into closed Executive Session with the City Council of the City of Lamesa, Texas for the following:

SEC. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

A governmental body may not conduct a private consultation with its attorney except:

1. When the governmental body seeks the advice of its attorney about:
 - a. Pending or contemplated litigation; or
 - b. A settlement offer; or
2. On a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

SEC. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- b. To discuss the acquisition of real property from the City of Lamesa by the Lamesa Economic Development Corporation and/or the Lamesa Economic Alliance Project for its fair market value.

SEC. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting:

- c. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
- d. To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to convene in closed executive session. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CERTIFIED AGENDA: EXECUTIVE SESSION OF

THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS

On this day, January 15, 2019, at a regular meeting of the City Council of the City of Lamesa, Texas the Council adjourned into a closed executive session; of said session having been given by a notice posted at the City Hall, 601 South First Street at least seventy-two hours in advance.

A. ANNOUNCEMENT BY PRESIDING OFFICER:

"The City Council will begin its executive session on January 15, 2019, at_ _ P.M."

The subject matter of each executive session deliberation is as follows:

SEC. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

A governmental body may not conduct a private consultation with its attorney except:

1. When the governmental body seeks the advice of its attorney about:
 - a. Pending or contemplated litigation; or
 - b. a settlement offer; or
2. on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

SEC. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- c. To discuss the acquisition of real property from the City of Lamesa by the Lamesa Economic Development Corporation and/or the Lamesa Economic Alliance Project for its fair market value.

SEC. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting

- e. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
- f. To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

B. ANNOUNCEMENT BY PRESIDING OFFICER:

"The City Council has completed its executive session on January 15, 2019 at _____
P.M."

C. CERTIFICATION:

I hereby certify that this agenda of an executive session of the City Council of the City of Lamesa, Texas is a true and correct record of the proceedings pursuant Texas Open Meetings Act (Chapter 551, Government Code).

WITNESS my hand this _ _ _ _ 2019.

Josh Stevens, Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 15, 2019

AGENDA ITEM: 25

ADJOURNMENT: *Announcement by the Mayor* – “The next regular meeting of the City Council of the City of Lamesa, Texas will be held at 5:30 p.m., on **Tuesday, February 19, 2019** at City Hall, 601 South First Street. Persons desiring to present business to the City Council at that meeting are directed to submit a request in writing to the city secretary by **Wednesday, February 13, 2019**, in order to be included on the agenda. There being no other business, the meeting is hereby adjourned.”