



CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULARLY SCHEDULED MEETING AT 5:30 P.M. ON TUESDAY, SEPTEMBER 10, 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 meetings held on September 3, 2019.

- 4. BUDGET AMENDMENT VIII:** Consider amending Ordinance O-14-18 on second reading with respect to October 1, 2018. *(City Manager & Finance Director)*
- 5. PRESENTATION BY PUBLIC MANAGEMENT INC./HOWCO SERVICES:** City Council to hear presentation from Public Management Inc. / HOWCO Services. *(City Manager)*
- 6. CONTRACT TO REPAIR THE WASTEWATER PLANT:** City Council to approve a contract of a live call to confirm/diagnose and repair the problem during the initial call if possible, with ABB (GE Industrial Solution) for the wastewater plant. ABB will provide the scope of work as described, for a firm price of \$9,850.00. *(City Manager)*
- 7. WASTEWATER TREATMENT PLANT AND LIFTSTATION ENGINEERING SERVICES CONTRACT:** City Council to approve an Engineering Services Contract with Parkhill, Smith and Cooper for Wastewater Treatment Plant repairs and construction of new N. 22nd & Chicago Drive lift station. *(City Manager)*
- 8. CALL FOR BIDS FOR TDA CDBG 2018 WATER LINE PROJECT – N. E. 4TH STREET, and HARTFORD AND ALTERNATES:** City Council to call for bids for the 2018 TDA CDBG Water Line Project on N. E. 4th Street, and Hartford and alternates for S. 2ND Street. *(City Manager)*

- 9. PUBLIC HEARING - NUISANCE PROPERTY REMOVAL OR DEMOLITION:** Public hearing to determine whether buildings located at the following location:

LEGAL DESCRIPTION: W20'OF THE S65' (85 X 140) OF LOT THREE (3) BLOCK EIGHT (8), ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1205 North 12th Street, LAMESA, TX 79331
PARCEL ID: 15257

are vacant and dangerous and constitute a public nuisance within the terms of the Substandard Building Ordinance of the City of Lamesa; and if such buildings are found to be so dilapidated, damaged or decayed as to be beyond repair, to consider passing resolution ordering the demolition of said buildings. *(City Manager & City Inspector)*

- 10. NUISANCE PROPERTY REMOVAL OR DEMOLITION:** Consider passing a resolution finding the structure located on the above property to be uninhabitable, deteriorated, dangerous, and a substandard structure, which constitutes a public nuisance within the terms of the Substandard Building Ordinance of the City of Lamesa and ordering the removal or demolition of such substandard structure. *(City Manager & City Inspector)*

LEGAL DESCRIPTION: W20'OF THE S65' (85 X 140) OF LOT THREE (3) BLOCK EIGHT (8), ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1205 North 12th Street, LAMESA, TX 79331
PARCEL ID: 15257

- 11. DEMOLITION REPORT PROCESS - 407 S. AVE K:** City Council to approve the demolition process for the property located at 407 S Ave K, Lamesa, TX 79331, Texas Communities Group, LLC certifies that parcel R1796 described as

The North half (N/2) of Lots (7) and (8) in Block Eighteen (18) of the College Addition to the City of Lamesa, Dawson County Texas

and located at 407 S Ave K, Lamesa, TX 79331 is ready for demolition. *(City Manager)*

- 12. DEMOLITION REPORT PROCESS – 502 S. 7TH STREET:** City Council to approve the demolition process for the property located at 502 S. 7th Street, Lamesa, TX 79931, Texas Communities Group, LLC certifies that parcel R3276 described as

Lot Twelve (12) in Block Fourteen(14) of the Lee Addition to the City of Lamesa, Dawson County Texas

and located at 502 S. 7th Street, Lamesa, TX 79331 is ready for demolition. *(City Manager)*

- 13. AD VALOREM TAX RATE – 2019 (DEBT SERVICE TAX RATE):** Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of \$0.0000 per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2019 and ending September 30, 2020 *(City Manager)*

- 14. AD VALOREM TAX RATE – 2019 (MAINTENANCE AND OPERATION TAX RATE):** Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of \$0.834607 for Fiscal Year beginning October 1, 2019, and ending September 30, 2020. (City Manager)

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

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

- 15. AD VALOREM TAX RATE – 2019:** Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on second reading an ordinance establishing the ad valorem tax rate of \$0.834607 per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions. (City Manager)

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

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,465, WHICH IS A - 0.10 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$14.

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

- 17. APPROVAL TO APPLY FOR TXDOT RAMP GRANT FUNDING:** City Council to consider approving the Lamesa Municipal Airport Board to apply for TxDOT RAMP Grant funding for up to \$50,000 (no grant match required from the City). (John Farris)

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

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

20. ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be September 17, 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., September 6th, 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: SEPTEMBER 10, 2019

AGENDA ITEMS: 1 & 2

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

The following members are present:

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

City Staff members present at the meeting:

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

Members of the press present at the meeting:

Members of the public present at the meeting:

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



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 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 September 3rd 2019.

COUNCIL ACTION

DISCUSSION _____

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

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

CITY MANAGER'S MEMORANDUM

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

THE STATE OF TEXAS }

COUNTY OF DAWSON }

CITY OF LAMESA }

MINUTES OF THE CITY COUNCIL SPECIAL CALLED MEETING:

September 3, 2019

On this the 3rd day of September 2019, at 5:30 P.M., there came on and was held a regularly called meeting of the City Council of the City of Lamesa, Dawson County, Texas. Notice of such meeting having been posted at the City Hall at 601 South First Street in the City of Lamesa, Texas in accordance with the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551). The following items were listed on the notice and the following proceedings were had, viz.:

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

JOSH STEVENS	Mayor
BRANT STEWART	Council Member – District 1
MARIE. BRISENO	Council Member – District 2
RICK MORENO	Council Member – District 3 (Arrived @5:35)
DORE EVAN RODRIGUEZ	COUNCIL MEMBER 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:

Russel Skiles

Members of the public present at the meeting:

Wayne Chapman	Sandy Trevino	Mike Lopez
Irma Ramirez	Larry Duyck	Dale Alwan

INVOCATION: Bobby Gonzales

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

- a) **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meetings held on August 20, 22 and 27, 2019.

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

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

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

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

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

RATIFY THE PROPERTY TAX DECREASE REFLECTED IN THE FISCAL YEAR 2019-2020 BUDGET: Consider ratifying the property tax decrease reflected in the Fiscal Year 2019-2020 budget that raises less property taxes than the Fiscal Year 2018-2019 budget. (*City Manager*)

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,465, WHICH IS A -0.10 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$14.

Motion by Council Member Stewart to ratify the property tax decrease reflected in the Fiscal Year 2019-2020 budget that raises less property tax rate than the Fiscal Year 2018-2019 budget. This year's proposed tax rate of \$.834607 does not exceed the effective tax rate. Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE" 7	"NAY"	"ABSTAIN"
Josh Stevens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brant Stewart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie A. Briseno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RICK MORENO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DORE EVAN RODRIQUEZ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOBBY G. GONZALES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doug Morris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AD VALOREM TAX RATE – 2019 (DEBT SERVICE TAX RATE): Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of **\$0.0000** per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2019 and ending September 30, 2020. (*City Manager*)

Motion by Council Member Doug Morris must be stated as;

"I MOVE THAT THE CITY ESTABLISH THE AD VALOREM TAX RATE WHICH WILL RAISE THE AMOUNT OF REVENUE REQUIRED TO PAY DEBT SERVICE AT A RATE OF \$0.0000 PER HUNDRED DOLLARS ASSESSED VALUATION FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020."

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE" 7	"NAY"	"ABSTAIN"
Josh Stevens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brant Stewart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie A. Briseno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RICK MORENO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DORE EVAN RODRIQUEZ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOBBY G. GONZALES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doug Morris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AD VALOREM TAX RATE – 2019 (MAINTENANCE AND OPERATION TAX RATE):
Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of \$0.834607 for Fiscal Year beginning October 1, 2019, and ending September 30, 2020.
(City Manager)

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

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

Motion by Council Member Bobby Gonzales must be stated as; **"I MOVE THAT THE CITY ESTABLISH THE AD VALOREM TAX RATE WHICH WILL RAISE THE AMOUNT OF REVENUE REQUIRED TO FUND MAINTENANCE AND OPERATION EXPENDITURES AT A RATE OF \$0.834607 PER HUNDRED DOLLARS ASSESSED VALUATION FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020.**

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

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

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE" 5	"NAY"2	"ABSTAIN"
Josh Stevens	<u>√</u>	<u> </u>	<u> </u>
Brant Stewart	<u>√</u>	<u> </u>	<u> </u>
Marie A. Briseno	<u> </u>	<u>√</u>	<u> </u>
RICK MORENO	<u>√</u>	<u> </u>	<u> </u>
DORE EVAN RODRIQUEZ	<u> </u>	<u>√</u>	<u> </u>
BOBBY G. GONZALES	<u>√</u>	<u> </u>	<u> </u>
Doug Morris	<u>√</u>	<u> </u>	<u> </u>

AD VALOREM TAX RATE – 2019: Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on first reading an ordinance establishing the ad valorem tax rate of \$0.834607 per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions. *(City Manager)*

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

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,465, WHICH IS A -0.10 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$14.

Motion by Council Member Doug Morris must be stated as; **"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.834607, WHICH IS EFFECTIVELY A 3.69 PERCENT INCREASE IN THE TAX RATE.**

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

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17.

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

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE" 5	"NAY"2	"ABSTAIN"
Josh Stevens	<u>✓</u>	<u> </u>	<u> </u>
Brant Stewart	<u>✓</u>	<u> </u>	<u> </u>
Marie A. Briseno	<u> </u>	<u>✓</u>	<u> </u>
RICK MORENO	<u>✓</u>	<u> </u>	<u> </u>
DORE EVAN RODRIQUEZ	<u> </u>	<u>✓</u>	<u> </u>
BOBBY G. GONZALES	<u>✓</u>	<u> </u>	<u> </u>
Doug Morris	<u>✓</u>	<u> </u>	<u> </u>

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

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

ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be September 10, 2019 at 5:30 P.M.*

Pursuant to the provisions of the Texas Open Meetings Act, the City Council certifies that the items above are a full record of the subject matter of each deliberation and indicates each vote, order, decision or other action taken by the City Council of the City of Lamesa, Texas at the meeting held on the date indicated above. Ratified and approved at the regularly called meeting of the City Council of the City of Lamesa, Texas held on September 3, 2019.

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 4

SUBJECT: BUDGET AMENDMENT VIII
EXHIBITS: Ordinance 2nd reading
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider amending Ordinance O-14-18 on Second reading with respect to October 1, 2018.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance No.O-14-18 on Second reading with respect to October 1, 2018 fiscal year budget. 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. 0

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 3rd day of September, 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	\$9,792.00	\$ 20,000.00
Golf Fund	\$ 0	\$ 9,100.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this September 20th, 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 September 3rd, 2019 by a majority vote with amendment; and on September 10th, 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

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

CITY OF LAMESA
BUDGET AMENDMENT 2019-08 FOR FY 2018/2019

GENERAL FUND (1)

This budget amendment reflects replacing the Health Dept. section of the Library roof with a Weaver Foundation donation of \$9,792.00 and up to a \$10,208.00 contribution from the City (City building).

Increase Revenues (01-40904) - Misc. Revenue.	\$ 9,792.00
---	-------------

Increase Expenditures (01-5023-930) - Building, Structures & Impr.	\$20,000.00
--	-------------

GOLF FUND (18)

This budget amendment reflects the use of Lamesa Golf Course Memorial Funds to purchase a greens roller.

Increase Expenditures – (18-5311953) - Equipment – Major Inst. & App.	\$9,100.00
---	------------

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 5

SUBJECT: PRESENTATION BY PUBLIC MANAGEMENT INC./HOWCO SERVICES

EXHIBITS:
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to hear presentation from Public Management Inc. / HOWCO Services.

COUNCIL ACTION

DISCUSSION _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 6

SUBJECT: CONTRACT TO REPAIR THE WASTEWATER PLANT
EXHIBITS: Contract
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to approve a contract of a live call to confirm/diagnose and repair the problem during the initial call if possible, with ABB (GE Industrial Solution) for the wastewater plant. ABB will provide the scope of work as described, for a firm price of \$9,850.00.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a contract of a live call to confirm/diagnose and repair the problem during the initial call if possible with ABB (GE Industrial Solution) for the wastewater plant. ABB will provide the scope of work as described, for a firm price of \$9,850.00. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.



Parts & Service: 1-888-434-7378

QUOTATION NO.	090419DE-1
DATE	9-4-19
SFDC#	

BUYER'S INFORMATION:

Quote Requested by	Dean Lackey
Company	City of Lamesa
Address	601 1 st Street Lamesa, TX 79331
Phone	806-473-3511
Email	dlackey@team-psc.com
Service Contact	Harry Dinsmore
Phone	214-714-8830
Email	Harry.Dinsmore@us.abb.com
BUYER'S PO	
DUNS #	

SUBMIT PURCHASE ORDER TO:

ABB INC.
LII Higgins
305 Gregson Drive
Cary, NC 27511
LII.Higgins@us.abb.com
469-766-9828

REMIT PAYMENT TO:

ABB INC.
29713 Network Place
Chicago, IL 60673-1297

Tax ID: 36-3100018

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

Work Services Description

ABB Inc., - ELIS Services is pleased to offer this fixed price proposal for an investigative call to confirm/diagnose and repair the problem during the initial call if possible. The problem is that the ATS controller will not transfer back from emergency to normal. This situation was described to ABB's Technical Support Engineer Anthony Ward Jr. via the ABB call center by Mr. Lackey with the City of Lamesa on 8/29/19. This investigative call will be used to compile a list of addition replacement parts and the estimated labor required for further repairs at the City of Lamesa if the recommended solenoid and SCR's replacement does not correct the issue.

The work scope, as described above, will be executed at a time that is mutually agreeable to both the Customer and to ABB, Monday – Saturday, 8:00 a.m. to 8 p.m., excluding Sundays & Holidays. Travel to / from Customer site is considered time works.

Equipment / Material Included:

ABB will provide the following new equipment with the initial investigative call:

1ea K-2157 Solenoid for existing ATS S/N 1527684

2ea PS-8903 SCR for existing ATS S/N 1527684

Work Scope

ABB will provide the manpower, test equipment and the parts listed above to correct the suspected cause of the controller failure. If necessary, following the parts replacement, ABB's FE will provide additional testing support to determine potential other causes and to compile a list of additional replacement parts and labor required for follow-on repairs. Following the site work, ABB Services will provide a report detailing the findings along with suggested corrective action including a follow-on proposal for any additional material and added labor necessary to bring the ATS back to normal operation unless corrective action can be accomplished by ABB's Field Engineer without additional parts during the initial investigative call. Note: Work on the customer's generator, generator controls or breakers is not included in this scope of work

Note: This scope is priced below based on one (1) four (8) hour day on site plus round-trip travel, report and expenses for this investigation. If additional time is required due to customer delays that are beyond the control of ABB, then ABB may require a change order to cover any additional troubleshooting time above and beyond the initial eight (8) hour estimate. This will be discussed with the City of Lamesa maintenance or facility management by ABB's Field Engineer if required/applicable.

Upon completion of the workscope, described above, ABB will provide the Customer with one (1) electronic copy of the Engineering Appraisal Report, to include:

- Workscope
- Equipment
- Test Procedures and Data Sheets
- Conclusions and Recommendations

Price, Terms and Conditions

ABB will provide the work scope, as described above, for a firm price of: \$ 9,850.00.00 (USD)

Material Shipment – 3-5 days following receipt of customer Purchase Order. Note: ABB will ship the material to our field services center in Plano, TX for delivery and install by the respective ABB field engineer following receipt of material.

- Price is valid for work completed by December 31, 2019
- Invoice to be issued upon completion, unless:
- For equipment orders greater than \$50,000, ABB will invoice using the following schedule:
 - Upon receipt of order 20%
 - Upon release for manufacturing 15%
 - Upon receipt of equipment by Customer 50%
 - Upon completion of workscope 15%
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

Additional Services

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "A".

Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
 - Directing ABB personnel in identifying and isolating the proper electrical equipment.
 - Shutting down electrical equipment in an emergency and providing emergency response during high risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high risk operations. If not present then ABB will stop work and notify the Buyer.
 - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including; closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- On-site work will be performed at a time that is mutually agreeable to both the Customer and to ABB, Monday-Saturday, 08:00-20:00, excluding Sundays & Holidays
- Any items or services not specifically outlined herein are not included.
- Relay and trip unit settings will be the responsibility of others, unless specifically identified as being included in the workscope, above. Settings are to be provided in an electronic format as applicable to the design/style of relay and or trip unit.
- Data Mapping, addressing and/or integration of equipment into the Customer's new or existing power/building management system will be the responsibility of others, unless specifically identified as being included in the workscope, above.
- Commissioning of new equipment is defined as inspecting and testing new equipment as per a defined procedure (typically a manufacturer's specification). Start-up support is not included as commissioning; however, stand-by and/or start-up support can be provided on a time and material basis using standard published rates (see below)
- For equipment and/or material being shipped to the Customer's site: receiving, inspection, offloading and storage will be the responsibility of others, unless specifically identified in this proposal as being included by ABB.
- Coordination of outages with Utilities and any/all necessary permitting will be the responsibility of others.
- If Onsite Customer Training is included within this proposal, no audio / video recording of the training will be allowed.
- Only the equipment and services listed above are included in this workscope
- ABB does not service energized equipment. Operating equipment, including racking in/out of Customer breakers, switches and other energized equipment will be the responsibility of others.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB requires a minimum two (2) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion." "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB Inc.,

By:	Drew Esakov		
Title:	Senior Sales Manager		
Email:	Drew.Esakov@us.abb.com		
Phone:			
TPM	Duane Ailey	832-221-1697	Cecil.Ailey@us.abb.com

BUYER:

Company:	The City of Lamesa		
By:	(Signature)		
Title:	Mayor		
Email	joshjstevens75@gmail.com		
Phone	(806) 759-7800	Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.



Commercial Rates - Effective: July, 2018

8-Hour Daily Rates U.S. Dollar

Service Description	Weekday	Saturday	Sunday / Holiday
Field Services			
Field Engineer	\$2,155	\$3,118	\$4,074
Specialized Field Engineer	\$2,619	\$3,815	\$4,998

Service Center

Service Technician	\$1,691	\$2,442	\$3,146
Service Tech Work Leader	\$1,771	\$2,542	\$3,306
Service Center Specialist	\$2,147	\$3,106	\$4,058

Phone Support	\$1,300/case
Critical Power Emergency Standby Retainer	\$2,200/month

Tooling Rates

IR Camera	\$75/day,	\$300/week
Vibration Test Set	\$125/day,	\$500/week
Online Motor Test Set	\$250/day,	\$1,000/week
Offline Motor Test Set	\$250/day,	\$1,000/week
Primary Current Injection Set	\$350/day,	\$1,400/week
Relay Test Set	\$500/day,	\$2,000/week
Power Factor Test Set	\$500/day,	\$2,000/week
Vacuum Oil Processor	\$2,500/day	

Field Engineer

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation, and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming, and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and do not include design effort.

Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Medium voltage motors, & generators
- Paralleling Switchgear
- Synchronous motors & generators, including excitation
- Medium voltage drives
- Legacy drive products, including: DC/AC2000, DC/DV/AC300, Innovation, Silttron & Valutrol
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour / day billing. Platform work requires a pay differential.

Service Center

Service Technician: Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid & LTC)
- Motors, Drives & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

Service Center Work Leader: Provides on-site and in shop, hands on leadership of ABB craftsmen on a per shift basis.

Service Center Specialist: Provides overall coordination and technical leadership on-site and in shop of service craftsmen and Work Leaders.

ABBs' field service engineers and consulting experts are on call to provide a wide range of service and repairs on both ABB and non-ABB equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

For more information contact your local ABB office or call our 24x7 customer service center at 888-434-7378 or 540-387-8617

Typical Installations, Services, Repairs, and Products:

- Transformer (Including Mechanical, Electrical, Fluid & LTC)
- Power Delivery Equipment
- Motors, Drives and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour: **Overtime Double Time**

Field Engineer	\$359.00	\$478.00
Specialized Field Engineer	\$446.00	\$594.00
Service Technician	\$272.00	\$362.00
Service Tech Work Leader	\$287.00	\$382.00
Service Center Specialist	\$357.00	\$476.00

For less than 24-hour response, a 1.35 multiplier is used for daily, overtime and double time rates.

Overtime applies to billable weekday hours 9-12. Double Time applies to: Billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

2. Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the ABB Representative's office/service center.
3. Additional travel and living expenses include:

Overnight stay	\$160 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

4. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
5. Materials, subcontract labor and equipment required to support ABB will be provided at cost + 35%.
6. All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
7. Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
8. All rates are for hours worked, traveled, or on standby and are based on ABB's standard terms and conditions of sale (Form ES 104 Rev 4). Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
9. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
10. Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$100
TWIC Card	\$250
BOISSET + HUET	\$1,500

Notes: All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.

11. All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.
12. A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rate as set forth in 1 above, however the 1.35 multiplier applied to work with less than 24hrs notice is waived.

Quote Number:

**** The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applies to your location.**

Terms and Conditions for Sale of Products and Services

Form ES 104 (Rev. 4)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. If the Contract Price is less than U.S. Two Hundred Fifty Thousand Dollars (\$250,000), Seller shall issue invoices upon shipment of Products and as Services are performed. If the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to a matching extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item

the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or

affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU

departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding

Quote Number:

ABB Confidential and Proprietary

Page 5 of 7

member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization

and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following:

(a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either Cobb County, Georgia or the location of Buyer's principal place of business; or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the

arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 and/or the nuclear use restrictions set forth in Section 19.1, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 16.2.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form ES 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to

the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 7

**SUBJECT: WASTEWATER TREATMENT PLANT AND LIFTSTATION
ENGINEERING SERVICES CONTRACT**

EXHIBITS: Contract

PROCEEDING: Action

SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to approve an Engineering Services Contract with Parkhill, Smith and Cooper for Wastewater Treatment Plant repairs and construction of new N. 22nd & Chicago Drive lift station.
(City Manager)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve an Engineering Services Contract with Parkhill, Smith and Cooper for Wastewater Treatment Plant repairs and construction of new N. 22nd & Chicago Drive lift station. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

**Agreement for Professional Services**

Date August 22nd 2019 Office Location:
PSC Job No TBD Address 4222 85th St.
Project Manager Brian Stephens Lubbock, TX 79423
Phone 806.473.2200 Fax 806.473-3500

City of Lamesa, Texas, hereinafter CLIENT, does hereby authorize **Parkhill, Smith & Cooper, Inc.**, hereinafter CONSULTANT, a corporation organized and existing under the laws of the State of Texas, to perform the services set forth below, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE NEXT PAGE, **Standard Conditions**.

A. Client Information

Name City of Lamesa, Texas
Address 601 S. 1st Street
City Lamesa State Texas Zip 79331-6247
Representative Shawna D. Burkhart-City Manager Phone 806-872-2124
Owner of Property Involved City of Lamesa

B. Project Description

Project Name Misc. WWTP and North Lift Station Improvements Client PO No. _____
Location Lamesa, Texas
Estimated Completion Date Design Fall 2019/Construction Spring 2020

Description of CONSULTANT'S Service or Scope of Work: See Attached Exhibit A

C. Compensation

- CONSULTANT'S total fee is estimated to be \$172,300. Actual fee shall not exceed such estimate by more than ten percent (10%) without the express written consent of CLIENT.
- Basis of CONSULTANT'S fee (check one)
☒ Lump Sum with Progress Payments (schedule attached)
☐ Time and Materials in accordance with the Schedule of Charges dated _____
☐ Other (description) _____
- CLIENT shall pay a retainage fee of \$_____, which fee shall be paid in full prior to commencement of the services herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services or products provided under this agreement.

D. CLIENT has read and understood the terms and conditions set forth in the **Standard Conditions and agrees that such items are hereby incorporated into and made a part of this agreement.**

E. Having read, understood and agreed to the foregoing, CLIENT and CONSULTANT, by and through their authorized representatives, have subscribed their names hereon effective the ____ day of _____, 20__.

Parkhill, Smith & Cooper, Inc.**City of Lamesa, Texas**

Name  Name _____
Title Principal Title Josh Stevens
Date August 22, 2019 Date _____

Agreement to be executed in duplicate

12/15

CLIENT: City of Lamesa, Texas

DATE: August 22, 2019

STANDARD CONDITIONS: CLIENT and CONSULTANT (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of their Agreement.

ARTICLE 1. SERVICES

1.1 INVOICING

Payments are due and payable pursuant to Texas Prompt Payment Act, Texas Government Code 2251.

1.2 SERVICES DURING CONSTRUCTION

The CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. The CLIENT agrees that the general contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor.

The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's estimates or opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from the CONSULTANT's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

The CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), [Texas Accessibility Standards (TAS) for projects in the State of Texas,] and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not have prescriptive language. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with TAS requirements. The CONSULTANT will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the project TDLR requires an inspection of the project for compliance confirmation. However, the CONSULTANT cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required.

1.6 SERVICES BY CLIENT

CLIENT will provide access to work site, obtain applicable permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

1.7 OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes, data on any form of electronic media, and other documents prepared by the CONSULTANT as Instruments of Service shall remain the property of the CONSULTANT. The CONSULTANT shall retain a common law, statutory and other reserved rights, including copyrights.

The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the CONSULTANT's Instruments of Service solely for the purpose of constructing, using and maintaining the Project. The CLIENT shall not use the Instruments of Service for other projects without prior written agreement of the CONSULTANT.

The CLIENT shall not make any modification to the Instruments of Service without the prior written authorization of the CONSULTANT. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the CLIENT or any person or entity that acquires or obtains the Instruments of Service from or through the CLIENT without the written authorization of the CONSULTANT.

1.8 DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any form of electronic media generated and furnished by the CONSULTANT, the CLIENT agrees that all such electronic files are Instruments of Service of the CONSULTANT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the CONSULTANT and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the CONSULTANT through the application of software licensed for the sole and exclusive use by the CONSULTANT will be furnished to the CLIENT in read-only format. The CLIENT is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This agreement shall be interpreted and enforced according to the laws of the State of Texas, unless agreed otherwise.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

2.4 AMENDMENTS

This agreement may be amended only by a written instrument, signed by both CLIENT and CONSULTANT, which expressly refers to this agreement.

2.5 DELAYS

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

The CONSULTANT agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this project and for a period of 3 years after the completion of services.

2.7 MERGER: WAIVER: SURVIVAL

Except as set forth in AMENDMENT above, this agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

2.8 TERMINATION

In the event of termination of this Agreement by either party, the CLIENT shall within 15 calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving the CONSULTANT not less than seven calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project of the CONSULTANT's services by the CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

2.9 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

2.11 MAINTENANCE/WEAR AND TEAR

Both the CLIENT and CONSULTANT acknowledge that the CLIENT, and only the CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. The CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe and weather tight facility. Should the CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, the CONSULTANT is not responsible for any such resultant damage.

ARTICLE 3. ALLOCATION OF RISK

3.1 STANDARD OF CARE

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this Agreement.

3.2 DISPUTE RESOLUTION

CONSULTANT and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the CONSULTANT and CLIENT agree that any dispute between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

3.3 BETTERMENT

If, due to an error or an omission by the CONSULTANT, any required item or component of the project is omitted from the Construction Documents, the CONSULTANT shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.4 ALLOCATION OF RISK

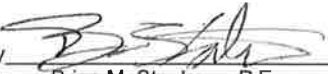
In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, and subconsultants shall not exceed \$50,000, or the CONSULTANT's total fee for services

rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

*** END ***

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

CITY OF LAMESA, TEXAS

By 
Brian M. Stephens, P.E.
Principal

Date: 8/22/19

Accepted By: _____

Title: _____

Date: _____

PROFESSIONAL ENGINEERING SERVICES

SCOPE: Parkhill, Smith and Cooper, Inc. will provide the City of Lamesa Engineering services to construct misc. improvements to the wastewater plant including rebuilding of clarifier weirs and baffles, new Automatic transfer switch (ATS), new Parshall flume, and refurbishment of electrical panel at the main lift station. Services will also include design of a new sanitary sewer lift station on N 22nd and Chicago Drive. PSC will provide surveying, design, bidding, and construction phase Engineering and inspection services to construct this project.

Proposed not to exceed Total Fee of \$172,300

SUR-1: Survey (\$4,500)

- Call 811 and have all utilities marked properly
- Survey boundary, topography and utilities for North Lift Station
- Identify key tie in points

DES-2: Engineering Design Services.....(\$72,300)

- Prepare 90% design documents including technical specifications, drawings and EOPC. Perform constructability review and final QA/QC
- Meet with City staff to review 90% documents
- Incorporate staff comments
- Prepare bidding set and contract documents for bidding by general contractors
- Prepare final EOPC

BID-3: Bidding Phase Services (\$12,500)

- Assemble advertisement and coordinate with City for bidding of project
- Issue addendums as required
- Attend Pre-Bid Meeting
- Attend Bid Opening
- Prepare bid tabulation and recommendation of award letter

TST-4: Geotech and Material Testing Services..... (\$9,500)

- Review Geotech and testing data from laboratories for North Lift Station
- Summarize sampling plan and testing data in report
- Prepare report discussing relevant observations from testing data
- Provide conclusions relevant to failures from observations and testing data
- Perform review and final QA/QC
- Deliver report to City Staff

CPE-5: Construction Phase Engineering Services (\$15,000)

- Review Monthly progress on Project
- Review Prepare and Approve Monthly Pay Estimates
- Prepare and respond to construction issues with and respond to all RFI's
- Coordinate Project phasing with Contractor / City Staff

RPR-6: Construction Phase Inspection Services (\$58,500)

- Provide on-site Construction Phase Inspection Services for East BPS Project
- Provide on-site Construction Phase Inspection Services for North EST Project

ENGINEERS OPINION OF PROBABLE COST

CITY OF LAMESA, TEXAS

WWTP and North Lift Station Misc. Improvements

8/22/19



PARKHILLSMITH&COOPER

Parkhill, Smith & Cooper, Inc.

4222 85th Street

Lubbock, Texas 79424

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>	
	Mobilization/Demobilization	LS	1	\$20,000	\$20,000	
	WWTP					
	Rebuild Secondary Clarifier Weirs & Baffles	LS	1	\$25,000	\$25,000	
	Install new Electrical Generator Transfer Switch (ATS)	LS	1	\$27,500	\$27,500	
	Install new alarm at Headworks building	LS	1	\$10,000	\$10,000	
	Refurbish panel at Main Lift Station	LS	1	\$65,000	\$65,000	
	Install new parshall flume at WWTP Outfall	LS	1	\$25,000	\$25,000	
	North Lift Station (N. 22nd & Chicago Drive)					
	Misc. Site work, excavation, grading , fencing	LS	1	\$25,000	\$25,000	
	New Lift Station structure	LS	1	\$125,000	\$125,000	
	Duplex Pumping Equipment, Rails, and associated controls	EA	2	\$22,500	\$45,000	
	Misc. Site Piping	LS	1	\$15,000	\$15,000	
	Force Main piping from lift Station to eixsting Force Main	LS	1	\$30,000	\$30,000	
	Electrical	LS	1	\$50,000	\$50,000	
	Improvements Subtotal				\$462,500	
					Subtotal	\$462,500
					Equipment Installation/OH&P	\$41,625
					15% Contingency	\$75,619
					Construction Subtotal	\$579,744
					Design/ Bid	\$84,800
					Survey	\$4,500
					Geotech/Construction Testing	\$9,500
					Construction Phase Engineering	\$15,000
					Construction Phase Inspection (RPR)	\$58,500
					TOTAL OPINION OF PROBABLE COST	\$752,044

This Opinion of Probable Cost was prepared by Brian M. Stephens, P.E. # 92015, firm No. 560, and shall not be used for construction permitting or other construction purposes.

**Electrical Costs only (including service to site)--No SCADA included

Land Costs are not included

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 8

SUBJECT: CALL FOR BIDS FOR TDA CDBG 2018 WATER LINE PROJECT – N. E. 4TH STREET, AND HARTFORD AND ALTERNATES

PROCEEDING: Approve specifications and call for proposals

SUBMITTED BY: City Staff

EXHIBITS: Specifications

AUTHORITY:

SUMMARY STATEMENT

City Council to call for bids for the 2018 TDA CDBG Water Line Project on N. E. 4th Street, and Hartford and alternates for S. 2ND Street. *(City Manager)*

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to call for bids for the 2018 TDA CDBG Water Line Project on N. E. 4th Street, and Hartford and alternates for S. 2ND Street. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 9

SUBJECT: PUBLIC HEARING - NUISANCE PROPERTY REMOVAL OR DEMOLITION

PROCEEDING: Action Item

SUBMITTED BY: City Staff

EXHIBITS: Contract with Texas Communities Group, LLC (City as recipient of services)

SUMMARY STATEMENT

Public hearing to determine whether buildings located at the following location:

LEGAL DESCRIPTION: ARBITRARY LOT THREE (3) IN BLOCK TWENTY-FIVE (25) IN THE COLLEGE ADDITION OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1606 S. 2ND STREET, LAMESA, TX 79331
PARCEL ID: 1855

are vacant and dangerous and constitute a public nuisance within the terms of the Substandard Building Ordinance of the City of Lamesa; and if such buildings are found to be so dilapidated, damaged or decayed as to be beyond repair, to consider passing resolution ordering the demolition of said buildings.

The following persons spoke:

_____	_____
_____	_____
_____	_____

Following the public comments the Mayor will close the public hearing.

CITY MANAGER'S MEMORANDUM

This property was found to have a dilapidated structure which constitutes a public nuisance within the terms of the Substandard Building Ordinance of the City of Lamesa and ordering the removal or demolition of such Substandard Structure.

NOTICE OF PUBLIC HEARING

The following property was found to be in violation of the city's substandard structure ordinance outlined in the Local Government Code, Title 7, Subtitle A, Chapter 214, for dangerous structures and has been set for a hearing.

OWNER: ERMILO ELGUESEBA, DECEASED

LEGAL DESCRIPTION: W20' OF THE S65' (85x140) OF LOT THREE (3), BLOCK EIGHT (8), ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1205 N 12TH STREET, LAMESA, TX 79331

STRUCTURE DESCRIPTION: Green and white mobile home with red trimming. Broken windows and missing exterior doors.

PARCEL ID: 000015257

VIOLATION: Hazardous Buildings Article #3.05. Structure is vacant with severe signs of deterioration and open and accessible to the public, this invites vandalism and damage to the overall structure. Possible rodent harborage.

A hearing has been set before the city council for the purpose of making a determination of whether the building is a substandard building or structure under the provisions of Hazardous Buildings Article #3.05. The hearing will take place at **City Hall, 601 S. 1st Street, Lamesa, Texas** on the **10th day of September, 2019 at 5:30 p.m.** You may present your case as to why this building should not be declared a public nuisance and why you should not be ordered to repair, renovate, or demolish and clear such building or structure from the premises. If the city council finds that this building is a substandard building or structure, the city council may order the abatement of said condition or conditions by repair, renovation, removal or demolition by you within a reasonable time to be set by the city council and that the city may demolish or remove said building if the owner does not comply with such order.

CITY OF LAMESA

601 S. 1ST STREET
LAMESA, TX 79331
806.872.2124



amanda@texascg.com
806.839.2633

January 29, 2019

Joseph Elgueseba
2007 Ave M
Lubbock, Texas 79411

RE: Notice of Code Violation

This notice is to inform you that the following property was found to be in violation of the city's substandard structure ordinance outlined in the Local Government Code, Title 7, Subtitle A, Chapter 214, for dangerous structures.

LEGAL DESCRIPTION: W20' OF THE S65' OF LOT 3, 85 X 140, BLOCK 8 OF THE ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1205 North 12th Street
Lamesa, Texas 79331

PARCEL ID: 15257

VIOLATION: Hazardous Buildings Ordinance #3.05

Your property was inspected on the 22nd day of January, 2019 by Ismael Gonzales

Attached to this letter is the inspection notice identifying the specific issues regarding the property. Please give this matter your immediate attention. There are currently no fines nor tickets. The purpose of this notice is to notify you of the issue, **YOU HAVE THIRTY (30) DAYS to bring the property into compliance.**

If you have any questions regarding our inspection, please contact me. If for some reason you are unable to bring your property into compliance, please contact me at the phone number and email address below. We will be glad to work with you in any way we can. Should equipment or manpower be an issue, there may be situations where we may be able to assist you.

Amanda Bennett
Code Administrator
amanda@texascg.com
806.839.2633
806.TEXTCODE

**CERTIFIED MAIL**

707 Saint Paul Rd.
#7

Grand Island NF 48801

~~2007 Ave M~~

Lubbock, Texas 7

1ST NOTICE
2ND NOTICE
RETURN _____

New Address

19417

71 000071

\$9.99

2284

753 16 13

性 交 交 易

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
RECEIVED 12 FEB 1964

ANK

DOI: 10.1002/for

THE UNIVERSITY OF CHICAGO

7-52137-04224-5944

CITY OF LAMESA

601 S. 1ST STREET
LAMESA, TX 79331
806.872.2124



amanda@texascg.com
806.839.2633

January 29, 2019

Carolyn Espinoza
10700 E Dartmouth Ave Apt #M211
Denver, CO 80014

RE: Notice of Code Violation

This notice is to inform you that the following property was found to be in violation of the city's substandard structure ordinance outlined in the Local Government Code, Title 7, Subtitle A, Chapter 214, for dangerous structures.

LEGAL DESCRIPTION: W20' OF THE S65' OF LOT 3, 85 X 140, BLOCK 8 OF THE ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1205 North 12th Street
Lamesa, Texas 79331

PARCEL ID: 15257

VIOLATION: Hazardous Buildings Ordinance #3.05

Your property was inspected on the 22nd day of January, 2019 by Ismael Gonzales

Attached to this letter is the inspection notice identifying the specific issues regarding the property. Please give this matter your immediate attention. There are currently no fines nor tickets. The purpose of this notice is to notify you of the issue, **YOU HAVE THIRTY (30) DAYS to bring the property into compliance.**

If you have any questions regarding our inspection, please contact me. If for some reason you are unable to bring your property into compliance, please contact me at the phone number and email address below. We will be glad to work with you in any way we can. Should equipment or manpower be an issue, there may be situations where we may be able to assist you.

Amanda Bennett
Code Administrator
amanda@texascg.com
806.839.2633
806.TEXCODE

up, $\{1 \leq i \leq n\}$

[illegible]

Fund
2:2



UNITED STATES
POSTAL SERVICE &
1000

1000

80014

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

2. Next, it is important to gather relevant information and data. This can be done through research, consultation with experts, or by analyzing existing resources.

3. Once the information is gathered, the next step is to develop a plan or strategy. This involves breaking down the problem into smaller, manageable parts and determining the best approach to solve each part.

4. After the plan is developed, the next step is to implement the solution. This involves putting the plan into action and monitoring the progress to ensure that the solution is effective.

5. Finally, it is important to evaluate the results of the solution. This involves comparing the actual outcomes with the expected results and identifying any areas for improvement.

U.S. POSTAGE
FCCM LETTER
LUBBOCK,
TX 79413
JAN 29, '19
AMOUNT
\$6.11
R2303S1033

[illegible]

NOT RETURN TO SENDER
UNLESS AS ABOVE
CAPTIONED TO FORWARD

[illegible]

CITY OF LAMESA

601 S. 1ST STREET
LAMESA, TX 79331
806.872.2124



molly@texascg.com
806.839.2633

March 11, 2019

Joseph Elguesebea
707 Saint Paul Road
#7
Grand Island, NE 68801

RE: Notice of Code Violation

This notice is to inform you that the following property was found to be in violation of the city's substandard structure ordinance outlined in the Local Government Code, Title 7, Subtitle A, Chapter 214, for dangerous structures.

LEGAL DESCRIPTION: W20' OF THE S65' OF LOT 3, 85 X 140, BLOCK 8 OF THE ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1205 North 12th Street Lamesa, Texas 79331

PARCEL ID: 15257

VIOLATION: Hazardous Buildings Ordinance #3.05

Your property was inspected on the 22nd day of January, 2019 by Ismael Gonzales

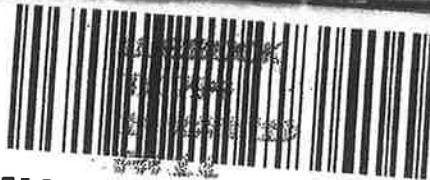
Attached to this letter is the inspection notice identifying the specific issues regarding the property. Please give this matter your immediate attention. There are currently no fines nor tickets. The purpose of this notice is to notify you of the issue, **YOU HAVE THIRTY (30) DAYS to bring the property into compliance.**

If you have any questions regarding our inspection, please contact me. If for some reason you are unable to bring your property into compliance, please contact me at the phone number and email address below. We will be glad to work with you in any way we can. Should equipment or manpower be an issue, there may be situations where we may be able to assist you.

Molly Flores
Molly@texascg.com
806.839.2633
806.TEXCODE

Texas Communities Group, LLC
10508 Fremont Ave
Lubbock, TX 79423

Texas Communities Group, LLC



7018 3090 0001 4208 6780



1000



68801

RETURN RECEIPT
REQUESTED

Joseph Elguesebe
707 Saint Paul Road
#7
Grand Island, NE 68801

UNCLAIMED

NIXIE

681 DE 1

0004/05/

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

SC: 79423607408

*1875-01882-14

79423607408

STRUCTURAL STANDARDS REPORT

SITUS: 1205 North 12th Street Lamesa, Texas 79331

LEGAL: W20' OF THE S65' OF LOT 3, 85 X 140, BLOCK 8 OF THE ELWANDA HEIGHTS
ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

INSPECTOR: Ismael Gonzales

DATE INSPECTED: 1/22/2019

VIOLATION: HAZARDOUS BUILDING #3.05

VACANT STRUCTURES AND LAND: All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health and safety.

Comments: STRUCTURE IS VACANT, SERVE SIGNS OF DETERIORATION AND LACK OF UPKEEP TO STRUCTURE. OVERALL CONDITIONS ARE CAUSING AND ADVERSE AFFECT TO THE PUBLIC HEALTH AND SAFETY.

OVERHANG EXTENSIONS: All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in sound condition. When required, all exposed surfaces of metal or wood shall be protected for the elements and against decay or rust by periodic application of weather-coating materials, such as paint of similar surface treatment.

Comments: PORCH, OVERHANGS AND EAVES ARE SEVERELY WATER DAMAGED DUE TO THE LACK OF PAINT AND MAINTENANCE. IN SOME PLACES BEAMS HAVEN FALLEN.

ROOFS AND DRAINAGE: The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstruction. Roof water shall not be discharged in a matter that creates a public nuisance.

Comments: ROOF DAMAGE MOST LIKELY CUASING WATER LEAKAGE INSIDE THE STRUCTURE

WINDOWS, SKYLIGHT & DOORS FRAMES: Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

Comments: SOME WINDOWS ARE BROKEN OUT; THE MAJORITY OF THE WINDOWS ARE LACKING WINDOW SCREENS NEEDED TO PREVENT INSECTS FOR ACCESSING THE STRUCTURE.

GENERAL: The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

Comments: THE OVERALL CONDITIONS OF THE STRUCTURES ON THE PROPERTY ARE SEVERE.

INTERIOR SURFACES: All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

Comments THE PROPERTY IS OPEN AND ACCESSIBLE TO THE PUBLIC WHICH LEAVES OPPURTUNITY FOR VANDALISM.

ACCUMULATION OF RUBBISH AND GARBAGE: All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

Comments: RUBISH AND DEBRIS THROUGHOUT THE PROPERTY.

RODENT HARBORAGE: All Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodent are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and re-infestation.

Comments: POSSIBLE RODENT HARBORAGE

FAILURE TO OBEY NOTICE. NO PERSON SHALL OCCUPY ANY BUILDING WHICH HAS BEEN POSTED AS SPECIFIED IN THIS CHAPTER. NO PERSON SHALL REMOVE OR DEFACE ANY SUCH NOTICE SO POSTED UNTIL THE STRUCTURE MEETS REQUIRED STANDARDS OF THE ORDINANCE.

NOTES: THE OVERALL CONDITIONS OF THE STRUCTURE ON THE SAID PROPERTY ARE SEVERE. THE STRUCTURE ITSELF IS IN NEED OF EXTENSIVE REPAIRS, BOTH ON THE INTERIOR AND EXTERIOR AREAS. WITH THE STRUCTURE BEING OPEN AND ACCESSIBLE TO PUBLIC, THIS INVITES VANDALISM AND DAMAGE TO THE OVERALL STRUCTURE. THESE CONDITIONS ARE CONSIDERED TO BE LIFE AND SAFETY HAZARDS TO THE SURROUNDING NEIGHBORHOOD. YOUR RESPONSE TO THE NOTIFICATION AND TO THE CONDITIONS THAT EXIST ON THE PROPERTY UNDER YOUR CONTROL WOULD BE GREATLY APPRECIATED BY BOTH.

STRUCTURAL STANDARDS REPORT



PARCEL: 15257	1/29/2019
LEGAL: W20' OF THE S65' OF LOT 3, 85 X 140, BLOCK 8 OF THE ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS	
SITUS: 1205 North 12th Street Lamesa, Texas 79331	
TAXES DUE: \$1,308.75	TITLEWORK DATE: 3/14/2018 ATTACHED Y/N: YES

OWNER/LIENHOLDER	OWNER/LIENHOLDER	OWNER/LIENHOLDER
Joseph Elgueseba 2007 Ave M Lubbock, Texas 79411	Carolyn Espinoza 10700 E Dartmouth Ave Apt #M211 Denver, CO 80014	

ORDINANCE REFERENCE	VIOLATION	NOTES
3.05	SUBSTANDARD STRUCTURE	DILAPIDATED STRUCTURE
		SEE ATTACHED PICTURES





Property: _____

County: Dawson

TITLE RUN SHEET

Atty. No. _____ Acct. Name Ernilo EiguesehaLot: _____ Block: 8 Addition: Elwanda H#5

Acres: _____ Survey: _____ Section: _____ Abstract: _____

Geo Code: R15257 85X140 W20 of Date Completed: 3/14/18
S65 L#3 WD

Grantor	Grantee	Instrument	Volume	Page	Date
James Ray Dye	Inez Flores	WD	286	401	2-4-74
					2-26-74
Remarks: n75' of 1-3 = W20' of S65 L#3					
Inez Flores	Ernilo	WD	509	591	3-29-02
Dora Flores	Eigueseha	WD			4-4-02
Remarks: W20' of S65 L#3 copy					
Remarks: NO Probate					
Remarks:					
Remarks:					
Remarks:					
Remarks: Liens checked					
Remarks:					

NOTICE OF VIOLATION

The following property was found to be in violation of the city's substandard structure ordinance outlined in the Local Government Code, Title 7, Subtitle A, Chapter 214, for dangerous structures and has been set for a hearing.

OWNER: ERMILO ELGUESEBA

LEGAL DESCRIPTION: THE WEST TWENTY FEET (W20') OF THE SOUTH SIXTY-FIVE FEET (S65') OF LOT THREE (3), EIGHTY-FIVE BY ONE HUNDRED FORTY (85 X 140), IN BLOCK EIGHT (8), OF THE ELWANDA HEIGHTS ADDITION TO THE CITY OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1205 NORTH 12TH STREET, LAMESA, TEXAS 79331

PARCEL ID: 15257

VIOLATION: Hazardous Buildings Ordinance #3.05. Structure is a green and white mobile home. Structure is vacant with severe signs of deterioration. It is open and accessible to the public, and some windows are broken out. This invites vandalism and damage to the overall structure. There is possible rodent haborage.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 10

SUBJECT: NUISANCE PROPERTY REMOVAL OR DEMOLITION
PROCEEDING: Resolution
SUBMITTED BY: City Staff
EXHIBITS: Citation letters & pictures
AUTHORITY: City Code of Ordinance, Sec. 3.05.006

SUMMARY STATEMENT

Consider passing a resolution finding the structure located on the above property to be uninhabitable, deteriorated, dangerous, and a substandard structure which constitutes a public nuisance within the terms of the Substandard Building Ordinance of the City of Lamesa and ordering the removal or demolition of such substandard structure.

LEGAL DESCRIPTION: ARBITRARY LOT THREE (3) IN BLOCK TWENTY-FIVE (25) IN THE COLLEGE ADDITION OF LAMESA, DAWSON COUNTY, TEXAS

SITUS: 1606 s. 2ND STREET, LAMESA, TX 79331
PARCEL ID: 1855

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider passing a resolution finding the structure located on the above property to be uninhabitable, deteriorated, dangerous, and a substandard structure which constitutes a public nuisance within the terms of the Substandard Building Ordinance of the City of Lamesa and ordering the removal or demolition of such substandard structure. 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 ORDERING THE REMOVAL OR DEMOLITION OF A SUBSTANDARD STRUCTURE LOCATED AT 1205 N. 12TH STREET IN THE CITY OF LAMESA.

On this the 10th day of September, 2019, there came on and was held at the regular meeting place, The City Hall in 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 (Govt. Code, Chapter 551) and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the City Council of the City of Lamesa, Texas, has adopted a Substandard Structure Ordinance establishing procedures and policies requiring the repair, demolition or removal of certain structures, which have been deemed to be a public nuisance; and

WHEREAS, the Building Inspector of the City of Lamesa, has found that the structure(s) located on the premises hereinafter described constitutes a substandard building or structure and is a public nuisance within the terms of said ordinance;

WHEREAS, the property owners have been duly notified of the Building Inspector's findings, and given the opportunity to remedy such conditions; and

WHEREAS, the Building Inspector has been unable to secure voluntary compliance with the ordinance; and

WHEREAS, a hearing has been held on this date pursuant to such ordinance, at which the City Council has determined that all notices and citations have been served on the owner of the following described property and that the building or structures located on the following described property is a substandard building or structure under the terms of the Substandard Structures Ordinance and constitutes a public nuisance as defined in said ordinance; and

WHEREAS, after hearing, the City Council has determined that said building or structures should be removed or demolished by the owner within a reasonable specified time.

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

I.

That the structure located on the following described property located at 1205 N. 12th Street is hereby declared a Substandard Structure as defined in the Substandard

Structure Ordinance of the City of Lamesa, Texas and as such is declared to be a public nuisance and unlawful, to-wit:

Legal Description: W20' of the S65' (85X140) of lot three (3), block eight (8), Elwanda Heights Addition to the City of Lamesa, Dawson County, Texas

and such nuisance shall be abated by removal or demolition as provided herein or by any other procedure provided by law, for the following reasons:

- (1) The structure located upon the premises has windows or doors open to outdoor space and not protected against the entry of vermin, disease vectors or vandals;
- (2) The structure is uninhabitable, untenable and unsightly due to deterioration caused by neglect or the elements; and
- (3) The structure and property has an accumulation or rubbish, trash and weeds, which is likely to become a fire hazard and endanger the public or property of others.

II.

That the abatement by removal or demolition as provided herein shall be caused by the owners of such property not later than thirty (30) days from the date of this resolution.

III.

That failure to comply with this order will authorize all proceedings specified in the Substandard Buildings Ordinance necessary for the City to cause the removal or demolition of said structure with such expense to be assessed against such property and secured by a lien against such premises for all expenses incurred by the City in connection with the removal or demolition of such buildings or structures.

IV.

That a copy of resolution be served on the owners of such property in the manner and form provided in the Substandard Structure Ordinance.

V.

That this resolution shall take effect immediately.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 10th day of September, 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: SEPTEMBER 10, 2019

AGENDA ITEM: 11

SUBJECT: DEMOLITION REPORT PROCESS-407 S Ave K
PROCEEDING:
SUBMITTED BY: City Staff
EXHIBITS: DRS Form
AUTHORITY: City Code of Ordinance, Sec. 3.05.006

SUMMARY STATEMENT

City Council to approve the demolition process located at 407 S Ave K, Lamesa TX 79331 Texas Communities Group, LLC certifies that parcel R1796 described as

The North half (N/2) of Lots (7) and (8) in Block Eighteen (18) of the College Addition to the City of Lamesa, Dawson County Texas

and located at 407 S Ave K, Lamesa, TX 79331 is ready for demolition.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the demolition process located at 407 S Ave K. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

Demolition Report Process



1. Once all Trust Properties are entered into the TCG property database, TCG begins the property analysis.
2. All properties with a structure or improvement value are noted during data entry.
3. Pictures are studied to see if it matches with a structure or inventory.
4. If Trust Property is identified with an improvement value and a visual picture, initially determined to be in a dilapidated state, those properties are coded TRUST/DEMOLISH.
5. TRUST/DEMOLISH properties are then searched and printed out in a report form.
6. All properties on the report are then re-analyzed to identify Redemption Dates sufficiently past a safety date are then left with the code TRUST/DEMOLISH.
7. Those properties determined to still be within the safety date of the Redemption Date or not yet past the date, are re-coded as TRUST/SIGN.
8. The TRUST/DEMOLISH report is then re-ran and forwarded to the entity responsible for the demolition of the properties with the following instructions:

- A. CITY identifies to TCG which properties they are moving to demolish from the Demo list.
- B. TCG double-checks sale date and redemption date and verifies the legal description and the property.
- C. Demolition Ready Structure form is sent by TCG verifying that legal description is ready for demolition.
- D. City also signs off on Demolition Ready Structure form, verifying the structure is identified and ready for demolition.
- E.** Once approved by council, the city shall post a copy of the DRS form on the property.
- F. City or contractor shall photograph extensively the structure prior to any demolition work and verify with the city the structure is the correct structure identified for demolition.

SUGGESTION: City spray paint the date of demolition on the structure as an additional step of protection. The date should not be more than two weeks in advance.

9. Upon completion of the demolition and clean-up, notify TCG of the completion of the work.
10. TCG changes the property code from TRUST/DEMOLISH to TRUST/SIGN and if available, signage is posted.

DEMOLITION READY STRUCTURE FORM BELOW

DEMOLITION READY STRUCTURE

Texas Communities Group, LLC certifies that parcel **R1796** described as:

The North half (N/2) of Lots Seven (7) and Eight (8) in Block Eighteen (18) of the College Addition to the City of Lamesa, Dawson County, Texas

and located at:

407 S Ave K, Lamesa, TX 79331

is ready for Demolition. Redemption Dates have passed and approval letters are signed by all taxing entities involved with the property, as of the 27th day of June, 2018.



Danny Barrett
Texas Communities Group, LLC

The City of Lamesa has inspected parcel **R1796** described as:

The North half (N/2) of Lots Seven (7) and Eight (8) in Block Eighteen (18) of the College Addition to the City of Lamesa, Dawson County, Texas

and located at:

407 S Ave K, Lamesa, TX 79331

and deemed that the structure is dilapidated, substandard, and unfit for human habitation and is a hazard to the public health, safety and welfare as of this the 10th day of September 2019.

0

Mayor,
City of Lamesa, Texas

City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 12

SUBJECT: DEMOLITION REPORT PROCESS – 502 S. 7TH STREET
PROCEEDING:
SUBMITTED BY: City Staff
EXHIBITS: DRS Form
AUTHORITY: City Code of Ordinance, Sec. 3.05.006

SUMMARY STATEMENT

City Council to approve the demolition process located at 502 S. 7th Street, Lamesa TX 79331 Texas Communities Group, LLC certifies that parcel R3276 described as

Lot Twelve (12) in Block (14) of the Lee Addition to the City of Lamesa, Dawson County Texas
and located at 502 S. 7th Street, Lamesa, TX 79331 is ready for demolition.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the demolition process located at 502 S. 7th Street. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

Demolition Report Process



1. Once all Trust Properties are entered into the TCG property database, TCG begins the property analysis.
2. All properties with a structure or improvement value are noted during data entry.
3. Pictures are studied to see if it matches with a structure or inventory.
4. If Trust Property is identified with an improvement value and a visual picture, initially determined to be in a dilapidated state, those properties are coded TRUST/DEMOLISH.
5. TRUST/DEMOLISH properties are then searched and printed out in a report form.
6. All properties on the report are then re-analyzed to identify Redemption Dates sufficiently past a safety date are then left with the code TRUST/DEMOLISH.
7. Those properties determined to still be within the safety date of the Redemption Date or not yet past the date, are re-coded as TRUST/SIGN.
8. The TRUST/DEMOLISH report is then re-ran and forwarded to the entity responsible for the demolition of the properties with the following instructions:

- A. CITY identifies to TCG which properties they are moving to demolish from the Demo list.
- B. TCG double-checks sale date and redemption date and verifies the legal description and the property.
- C. Demolition Ready Structure form is sent by TCG verifying that legal description is ready for demolition.
- D. City also signs off on Demolition Ready Structure form, verifying the structure is identified and ready for demolition.
- E.

 Once approved by council, the city shall post a copy of the DRS form on the property.
- F. City or contractor shall photograph extensively the structure prior to any demolition work and verify with the city the structure is the correct structure identified for demolition.

SUGGESTION: City spray paint the date of demolition on the structure as an additional step of protection. The date should not be more than two weeks in advance.

9. Upon completion of the demolition and clean-up, notify TCG of the completion of the work.
10. TCG changes the property code from TRUST/DEMOLISH to TRUST/SIGN and if available, signage is posted.

DEMOLITION READY STRUCTURE FORM BELOW

DEMOLITION READY STRUCTURE

Texas Communities Group, LLC certifies that parcel **R3276** described as:

Lot Twelve (12) in Block Fourteen (14) of the Lee Addition to the City of Lamesa, Dawson County, Texas

and located at:

502 S 7th Street, Lamesa, TX 79331

is ready for Demolition. Redemption Dates have passed and approval letters are signed by all taxing entities involved with the property, as of the 29th day of May, 2015.



Danny Barrett

Texas Communities Group, LLC

The City of Lamesa has inspected parcel **R3276** described as:

Lot Twelve (12) in Block Fourteen (14) of the Lee Addition to the City of Lamesa, Dawson County, Texas

and located at:

502 S 7th Street, Lamesa, TX 79331

and deemed that the structure is dilapidated, substandard, and unfit for human habitation and is a hazard to the public health, safety and welfare as of this the 10th day of September, 2019.

0

Mayor,
City of Lamesa, Texas

City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 13

SUBJECT: **AD VALOREM TAX RATE – 2019 (DEBT SERVICE TAX RATE)**
PROCEEDING: Ordinance, Second Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: *City Charter – Article V, Taxes and Taxation*
State Law; Property Tax Code, Sec.26.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of **\$0.0000** per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2019 and ending September 30, 2020. (*City Manager*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ must be stated as;

“I MOVE THAT THE CITY ESTABLISH THE AD VALOREM TAX RATE WHICH WILL RAISE THE AMOUNT OF REVENUE REQUIRED TO PAY DEBT SERVICE AT A RATE OF \$0.0000 PER HUNDRED DOLLARS ASSESSED VALUATION FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020.”

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	“AYE”	“NAY”	“ABSTAIN”
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
Rick Moreno	_____	_____	_____
Dore Evan Rodriguez	_____	_____	_____
Bobby Gonzales	_____	_____	_____
Douglas Morris	_____	_____	_____

CITY MANAGER’S MEMORANDUM

Recommend approval on 1st reading to set the Debt Service tax rate at \$0.0000 on the hundred dollars cash value.

ORDINANCE NO. O

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2019-2020 AT \$0.0000 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR INTEREST AND SINKING FUND REQUIREMENTS FOR DEBT SERVICE.

On this the 3rd day of September, 2019, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Govt. 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 hereby finds that this ordinance implements the ad valorem tax revenue provisions of the Operating Budget of the City of Lamesa effective for the Fiscal Year 2019-2020 required to raise the amount of revenue to pay debt service.

WHEREAS, the City Council of the City of Lamesa, Texas finds that passing said ordinance setting said tax rate for debt service is in the public interest of all of the residents of the City of Lamesa, Texas.

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

SECTION 1. There is hereby levied for the Fiscal Year 2019-2020 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lamesa, Texas, and not exempt by the Constitution of the State and valid State laws, for interest and sinking fund requirements for debt service a tax of \$0.0000 on each one hundred dollars (\$100.00) of assessed value of taxable property.

SECTION 2 The effective date of this ordinance shall be October 1, 2019.

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 10th day of September, 2019 by a super majority vote.

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 14

SUBJECT: AD VALOREM TAX RATE – 2019 (MAINTENANCE AND OPERATION TAX RATE)
PROCEEDING: Ordinance; Second Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of **\$0.834607** for Fiscal Year beginning October 1, 2019, and ending September 30, 2020. (*City Manager*)

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

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ must be stated as; **"I MOVE THAT THE CITY ESTABLISH THE AD VALOREM TAX RATE WHICH WILL RAISE THE AMOUNT OF REVENUE REQUIRED TO FUND MAINTENANCE AND OPERATION EXPENDITURES AT A RATE OF \$0.834607 PER HUNDRED DOLLARS ASSESSED VALUATION FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020.**

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

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

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
Rick Moreno	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
Douglas Morris	_____	_____	_____

CITY MANAGER’S MEMORANDUM

Recommend approval on 1st reading to set the Maintenance and Operations tax rate at \$0.834607 on the hundred dollars cash value.

ORDINANCE NO. O

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2019-2020 AT \$0.834607 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE THE REVENUE REQUIRED FOR MAINTENANCE AND OPERATION EXPENDITURES.

On this the 3rd day of September, 2019, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Govt. 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 hereby finds that this ordinance implements the ad valorem tax revenue provisions of the Operating Budget of the City of Lamesa effective for the Fiscal Year 2019-2020 required to raise the amount of revenue required for maintenance and operation expenditures.

WHEREAS, the City Council of the City of Lamesa, Texas finds that passing said ordinance setting said tax rate for maintenance and operation expenditures is in the public interest of all of the residents of the City of Lamesa, Texas.

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

SECTION 1. There is hereby levied for the Fiscal Year 2019-2020 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lamesa, Texas, and not exempt by the Constitution of the State and valid State laws, for maintenance and operations expenditures a tax of \$0.834607 on each one hundred dollars (\$100.00) of assessed value of taxable property.

SECTION 5. The effective date of this ordinance shall be October 1, 2019.

SECTION 6. "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."

SECTION 7. "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17."

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 10th day of September, 2019 by a super majority vote.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 15

SUBJECT: **AD VALOREM TAX RATE – 2019**
PROCEEDING: Ordinance; Second Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05 and 31.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2019-2020 by passing on second reading an ordinance establishing the ad valorem tax rate of **\$0.834607** per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions. *(City Manager)*

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

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,465, WHICH IS A -0.10 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$14.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ must be stated as; ***"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.834607, WHICH IS EFFECTIVELY A 3.69 PERCENT INCREASE IN THE TAX RATE.***

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

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17.

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

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
Rick Moreno	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
Douglas Morris	_____	_____	_____

CITY MANAGER'S MEMORANDUM

Recommend approval on 1st reading to set the tax rate at \$0.834607 on the hundred dollars cash value.

ORDINANCE NO. O

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2019-2020 AT \$0.834607 PER ONE HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR INTEREST AND SINKING FUND REQUIREMENTS FOR DEBT SERVICE AND MAINTENANCE AND OPERATIONS EXPENDITURES; REPEALING ALL ORDINANCES OF THE CITY IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

On this the 3rd day of September, 2019, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Govt. 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 of the City of Lamesa, Texas finds that the taxes to be levied will exceed last year's property tax revenue and will require two public hearings and the publishing of public notices for a tax increase; and

WHEREAS, the City Council of the City of Lamesa, Texas finds that all prerequisites to the levying of a tax rate for the City of Lamesa for the Fiscal Year 2019-2020 as required by law have been complied with; and

WHEREAS, the City Council hereby finds that this ordinance implements the ad valorem tax revenue provisions of the Operating Budget of the City of Lamesa effective for the Fiscal Year 2019-2020 and further finds that this ordinance is not inconsistent or in conflict with said Operating Budget; and

WHEREAS, the City Council of the City of Lamesa, Texas finds that passing said ordinance setting the tax rate and providing for certain discounts would be in the public interest of the residents of the City of Lamesa, Texas.

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

SECTION 1. There is hereby levied for the Fiscal Year 2019-2020 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lamesa, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.834607 on each one hundred dollars (\$100.00) of assessed value of taxable property, and shall be apportioned and distributed as follows \$2,370,970 for the purpose of defraying the current expenses for maintenance and operations and debt service of the City.

SECTION 2. "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."

SECTION 3. "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.69 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.17."

SECTION 4. "THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,465, WHICH IS A -0.10 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$14.

SECTION 5. The provisions of Section 31.05 of the State Property Tax Code are hereby adopted and all taxpayers shall be allowed discounts on the following conditions:

- (a) Three (3) percent discount on ad valorem taxes due the City of Lamesa if the taxes are paid in October of 2019.
- (b) Two (2) percent discount on ad valorem taxes due the City of Lamesa if the taxes are paid in November of 2019.
- (c) One (1) percent discount on ad valorem taxes due the City of Lamesa if the taxes are paid in December of 2019.

SECTION 6. The effective date of this ordinance shall be October 1, 2019.

SECTION 7. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Lamesa, Texas hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 10th day of September, 2019 by a majority vote.

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 16

SUBJECT: **AUTHORIZE WARRANTS - GENERAL OPERATIONS**
PROCEEDING: Resolution
SUBMITTED BY: City Staff
EXHIBITS: Resolution
AUTHORITY:

SUMMARY STATEMENT

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

COUNCIL ACTION

Motion by Council Member _____ to pass a resolution authorizing the issuance of interest bearing warrants, payable from the anticipated collections of the current fiscal year, not to exceed five hundred thousand dollars (\$500,000.00), to be used where funds are necessary and needed to meet current expenses of the city for the current fiscal year. 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 OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE ISSUANCE OF WARRANTS TO BE USED FOR DAILY OPERATIONS OF THE CITY OF LAMESA.

On this the 10th day of September 2019, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act; there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the City Council of the City of Lamesa wishes to authorize the issuance of interest bearing warrants, payable from the anticipated collections of the current fiscal year, not to exceed five hundred thousand dollars (\$500,000.00), to be used where funds are necessary and needed to meet current expenses of the city for the current fiscal year; and

WHEREAS, said warrants are necessary for the continued operation of city departments; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, that Mayor and City Secretary be, and they are hereby authorized to issue warrants to the Lamesa National Bank not to exceed Five Hundred Thousand Dollars and no/100 (\$500,000.00), the money so obtained to be used for daily operations of the City of Lamesa to be paid out of current tax revenue.

BE IT FURTHER RESOLVED that a certified copy of this resolution be delivered to the Lamesa National Bank.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 10th day of September, 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: SEPTEMBER 10, 2019

AGENDA ITEM: 17

SUBJECT: **APPROVAL TO APPLY FOR TXDOT GRANT FUNDING**
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to consider approving the Lamesa Municipal Airport Board to apply for TxDOT RAMP Grant funding for up to \$50,000 (no grant match required from the City). *(John Farris)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the Lamesa Municipal Airport to apply for TxDOT RAMP Grant funding for up to \$50,000. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M2005LAME

Part I - Identification of the Project

TO: The City of Lamesa, Texas and The County of Dawson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Lamesa, Texas and The County of Dawson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LAMESA - LAMESA MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2020, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Lamesa, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Lamesa, Texas

Sponsor

Sponsor Signature

CITY MANAGER

Sponsor Title

Certificate of Attorney

I, Russell Casselberry, acting as attorney for the City of Lamesa, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Attorney's Signature

Part VI - Acceptances

Sponsor

The County of Dawson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The County of Dawson, Texas

Sponsor

Sponsor Signature

COUNTY JUDGE

Sponsor Title

Certificate of Attorney

I, STEVEN B. PAYSON, acting as attorney for the County of Dawson, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Attorney's Signature

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M2005LAME

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The City of Lamesa, Texas

Accepted By: The County of Dawson, Texas

Signature

Signature

Title: City Manager

Title: County Judge

Date: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2005LAME

The City of Lamesa, Texas and The County of Dawson does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of Lamesa, Texas

Sponsor: The County of Dawson, Texas

By: _____

By: _____

Title: City Manager

Title: County Judge

Date: _____

Date: _____

Certification of State Single Audit Requirements

We, Shawna D. Burkhart,

and

Foy O'Brien

(Designated Representative)

(Designated Representative)

do certify that the City of Lamesa, Texas and The County of Dawson, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Lamesa, Texas and The County of Dawson, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Lamesa, Texas and The County of Dawson, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Signature

City Manager

County Judge

Title

Title

Date

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2005LAME

The City of Lamesa, Texas and The County of Dawson, Texas, designates, John Farris, Manager
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The City of Lamesa, Texas

Sponsor: The County of Dawson, Texas

By: _____

By: _____

Title: City Manager

Title: County Judge

Date: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P O Box 259,

Lamesa, Texas 79331

Overnight Mailing Address: 1409 Lubbock Hwy, Lamesa, Texas 79331

Telephone Number: 806-759-7747

Fax Number: 806-872-8859

Email Address: Airport2F5@yahoo.com

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 18

SUBJECT: CITY MANAGER REPORT

SUBMITTED BY: City Manager

SUMMARY STATEMENT

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

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 19

SUBJECT: MAYOR'S REPORT

SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future goals and events.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 10, 2019

AGENDA ITEM: 20

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **September 17, 2019** at 5:30 P.M."

