



CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A SPECIAL CALLED MEETING AT 5:30 P.M. ON TUESDAY, NOVEMBER 24, 2020, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

1. **CALL TO ORDER:**
2. **INVOCATION:**
3. **CONSENT AGENDA:** All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
 - a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on October 20, 2020.
 - b. **BILLS FOR OCTOBER 2020:** Approval of the bills paid by the City of Lamesa for the month of October 2020.
 - c. **RE-APPOINTMENT- AIRPORT BOARD MEMBER:** Consider re-appointing Mike Huges to the Airport Board, for a three (3) year term ending on December 2023.
4. **EXPRESSION OF APPRECIATION:** City Council to Consider passing a resolution of appreciation to Marie Briseno for 24 1/2 years of service on City Council. *(City Council)*
5. **EXPRESSION OF APPRECIATION:** City Council to consider passing a resolution of appreciation to Luciano Reyes of service on City Council. *(City Council)*
6. **CERTIFICATE OF ELECTION AND OATH OF OFFICE - NEWLY ELECTED COUNCIL MEMBER:** Deliver Certificate of Election and administer Oath of Office to the newly-elected Council Member from the November 3, 2020 City General Election. *(City Attorney)*
7. **2021 –SPECIAL ELECTION:** City Council to consider passing a resolution ordering and establishing procedures for the City of Lamesa 2021 Special Election for District 3 to be held on Saturday, February 27, 2021 at Forrest Park Community Center, 814 S. Houston Street, Lamesa, Texas. *(City Secretary)*
8. **CONSIDERATION AND APPROPRIATE ACTION TO AUTHORIZE SOLICITATION OF CONSTRUCTION BIDS FOR WATER SYSTEM IMPROVEMENTS AND AUTHORIZING PARKHILL, SMITH & COOPER, CITY ENGINEERS, TO IMPLEMENT SUCH CONSTRUCTION BID PROCESS, AND AUTHORIZING THE CITY MANAGER TO ACT ON ALL MATTERS AND EXECUTE ANY REQUIRED DOCUMENTS PERTAINING TO SUCH CONSTRUCTION BID PROCESS:** City Council to consider and take action authorizing of construction bids for water system improvements and authorizing Parkhill, Smith & Cooper, City Engineers, to implement such construction bid process and authorizing the City Manager to act on all matters and execute any requires documents pertaining to such construction bid process.*(City Manager & Finance Director)*

- 9. CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE:** City Council to consider approving a resolution by the City Council of the City of Lamesa, Texas authorizing and approving publication of notice of intention to issue Certificates of Obligation, complying with the requirements contained in securities and exchange Commission Rule 15c2-12, and providing an effective date. *(City Manager & Finance Director)*
- 10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND TRACTOR SUPPLY OF TEXAS, LP:** City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Tractor Supply of Texas, LP. *(EDC Director)*
- 11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND PREMIER FORD OF TEXAS, LLC:** City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Premier Ford of Texas, LLC. *(EDC Director)*
- 12. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY HELD IN TRUST BY THE CITY OF LAMESA AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE TAX DEEDS AND TO TAKE SUCH ACTIONS REQUIRED TO EFFECT THE CONVEYANCE OF SUCH REAL PROPERTY:** City Council to consider passing a Resolution authorizing the conveyance of various parcels of real property held in trust by the City of Lamesa and authorizing the Mayor of the City to execute tax deeds and to take such actions required to effect the conveyance of such real property. *(City Manager)*
- 13. WEST TEXAS OPPORTUNITIES - RENEWAL LEASE AGREEMENT:** City Council to consider passing a resolution approving and authorizing the Mayor to enter into a lease agreement with West Texas Opportunities, Inc. for the Head Start Facility at South East 14th Street and Detroit Ave. *(City Manager)*
- 14. TREE LAYOUT:** City Council to consider approving the proposal for tree planting along North 22nd Street and Highway 87. *(City Manager)*
- 15. CITY STAFF REPORTS:**
- a. **PARKS, STREETS, SANITATION/LANDFILL REPORT:** Director to report on the city's recent events. *(Parks and Street/Director)*
 - b. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events. *(Utilities Director)*
 - c. **LEDC/LEAP QUARTERLY REPORT:** Lee Peterson, EDC Director to present LEDC/LEAP Quarterly Report to City Council. *(EDC Director)*
- 16. FINANCIAL REPORT:** Finance Director to report on the city's finances. *(Finance Director)*

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

- a. City Hall Closed for Thanksgiving – November 26 & 27, 2020(Closed Thursday and Friday)
- b. City Hall Closed for Christmas – December 24 & 25, 2020(Closed Thursday and Friday)
- c. City Hall Closed for New Year's Day – December 31,2020 and January 1, 2021 (Closed Thursday and Friday)

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

19. ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be December 15, 2020 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., November 20, 2020** in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

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
VACANT	Council Member – District 3
DORE EVAN RODRIGUEZ	Mayor Pro-tem - District 4/Mayor Pro-tem
BOBBY G. GONZALES	Council Member – District 5
DOUG MORRIS	Council Member – District 6

City Staff members present at the meeting:

SEAN OVEREYNDER	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: NOVEMBER 24, 2020

AGENDA ITEM: 3

SUBJECT: **CONSENT AGENDA ITEMS**
PROCEEDING: Action
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 October 20, 2020.
- b. **BILLS FOR OCTOBER 2020:** Approval of the bills paid by the City of Lamesa for the month of October 2020.
- c. **RE-APPOINTMENT- Airport Board Member:** Consider re-appointing Mike Huges to the Airport Board, for a three (3) year term ending on December 2023.

COUNCIL ACTION

DISCUSSION _____

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

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

CITY MANAGER'S MEMORANDUM

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

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

MINUTES OF THE CITY COUNCIL REGULARLY CALLED MEETING:

October 20, 2020

On this the 20th day of October 2020, 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 of _7 City Council Members were present:

JOSH STEVENS	Mayor
BRANT STEWART	Council Member – District 1
MARIE. BRISENO	Council Member – District 2
LUCIANO REYES	Council Member – District 3 gotomeeting
DORE EVAN RODRIQUEZ	Council Member -- District 4Mayor/Pro-tem
BOBBY G. GONZALES	Council Member – District 5
DOUG MORRIS	Council Member – District 6Left @6:05

City staff members present at the meeting:

SEAN OVEREYNDER	CITY MANAGER
BETTY CONDE	CITY SECRETARY
RUSSELL CASSELBERRY	CITY ATTORNEY

Members of the press present at the meeting:

Mary Elizabeth

Members of the Public present at the meeting

Sandy Trevinio.....	Joshua Peterson	Wayne Chapman	Robert Ramirez
Irma Ramirez	Larry Duyck	Robert Hassel	Jack Bohannon
Paul Hernandez	Cris Norris	Sylvia Alvarado	Mona Ferguson
Maribel Hernandez	Mike Lopez	Carlos Medina	
Annlu Ortiz	Rebecca Tice		

INVOCATION: Josh Stevens

POLICE DEPARTMENT- COMMENDATION ON LIFE SAVING EFFORTS: Presentation of Commendation on life saving efforts to Officer P.J. Horton and Sargeant Ashley Martinez. *(Police Chief)*

Police Chief spoke regarding the Presentation of Commendation.

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

- a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on September 8th, 2020.
- b. **BILLS FOR AUGUST AND SEPTEMBER 2020:** Approval of the bills paid by the City of Lamesa for the month of August and September 2020.

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

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

REQUEST FOR ZONE CHANGE: City Council to consider approving an Ordinance on second reading approving Zone change for the following property:

CASE NO. P&Z 20-4: To consider the petition of Paul Hernandez, 712 N. 2ND Lamesa, Texas 79331 to change the zone of the following property:

Tract One: A tract of land being the South One-half (S/2) of Lots 10, 11 and 12, Block 1, of the Original Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 3, Page 254, of the Deed Records, in Dawson County, Texas, and that portion of North 3rd Street lying between Lots 10, 11 and 12, Block 1, and Lots 1, 2 and 3, Block 14, of the Original Town of Lamesa, Dawson County, Texas; and

Tract Two: A tract of land being all of Lots 1, 2, 3, 10, 11 and 12, Block 14, of the Original Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 3, Page 254, of the Deed Records of Dawson County, Texas, and that portion of the alley between Lots 1, 2 and 3, Block 14, and Lots 10, 11 and 12, Block 14, of the Original Town of Lamesa, Dawson County, Texas;

located at N. 4TH & AKRON, Lamesa, Texas 79331 District R-1 to zoning District I-2 for A Mechanic/Truck Shop for His Business. *(Building Official)*

Motion by Council Member Stewart to consider approving an Ordinance on second reading approving zone change for the following property located at 4th & Akron. Motion seconded by Council Member Morris and upon being put to a vote the motion failed.

VOTING: "AYE" 3 "NAY" 4 "ABSTAIN"

This agenda item was moved to item #4, Councilman Reyes attended by gotomeeting and Doug Morris was still present.

BUDGET AMENDMENT X: Consider amending Ordinance O-17-19 on second reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021. This Budget Amendment reflects the proceeds from the sale of trust properties through the Texas Community Group. *(City Manager & Finance Director)*

Motion by Council Member Rodriquez to consider amending Ordinance No.O-17-19 on second reading with respect to the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020. This Budget Amendment reflects the proceeds from the sale of trust properties through the Texas Community Group. Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

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

BUDGET AMENDMENT XI: City Council to consider amending Ordinance O-20-20 on second reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021. This Budget Amendment reflects the addition of two-full time officers for Criminal Street Division to the Police Dept and one-full time for the Administrative Assistant. *(City Manager & Finance Director)*

Motion by Council Member Stewart to consider amending Ordinance No.O-20-20 on second reading with respect to October 1, 2020. This Budget Amendment reflects the addition of two-full time officers for Criminal Street Division to the Police Dept and one-full time for the Administrative Assistant. Motion seconded by Council Member Rodriquez and upon being put to a vote the motion passed.

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

REQUEST FOR A PART-TIME RECORDS CLERK POSITION FOR THE POLICE DEPARTMENT AND DISSOLVE PART-TIME DISPATCH POSITION: City Council to approve the creation of a part-time records clerk for the police department and dissolve part-time dispatch position. *(City Manager)*

Motion by Council Member Gonzales to approve the creation of a part-time records clerk for the police department and dissolve part-time dispatch position. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

REQUEST FOR SPECIAL DUTY INCENTIVE PAY FOR FIRE MARSHALL: City Council to approve special duty incentive pay for Fire Marshall. *(City Manager)*

Motion by Council Member Gonzales to approve for special duty incentive pay for Fire Marshall. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

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

PROPOSALS FOR I.T. SERVICE FROM MANDRY TECHNOLOGIES AND CTSI: City Council to consider approving a proposal for I.T. services. (City Manager)

Motion by Council Member Gonzales to approve a proposal for I.T. services to Mandry Technologies . Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

APPROVAL OF TMLIEBP HEALTH INSURANCE: City Council to consider approving the Calendar Year 2020 TMLIEBP health insurance. *(Cris Norris and City Manager)*

Motion by Council Member Stewart to approve the Calendar Year 2020 2021 TMLIEBP health insurance. Motion seconded by Council Member Rodriquez and upon being put to a vote the motion passed.

VOTING: "AYE" "NAY" "ABSTAIN"

OPEN AND AWARD BID- PARKS DEPARTMENT: City Council to open and award bid for the Parks Department for mowing maintenance of City parks. (*City Manager & Parks & Streets Director*)

Open and award bids for the Parks Department (Mowing and grass & weed maintenance)

Motion by Council Member Gonzales to award bid(s) to Pathfinder Industries. Motion seconded by Council Member Rodriquez and upon being put to a vote the motion passed.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND TRACTOR SUPPLY OF TEXAS, LP: City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Tractor Supply of Texas, LP. *(EDC Director)*

Motion by Council Member Gonzales to pass a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Tractor Supply of Texas, LP. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY BY THE CITY OF LAMESA TO DAWSON COUNTY, TEXAS FOR LIBRARY PURPOSES AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE ANY AND ALL DOCUMENTS AND TAKE SUCH ACTIONS REQUIRED TO EFFECT THE CONVEYANCE OF SUCH REAL PROPERTY: City Council to consider passing a Resolution authorizing the conveyance of real property by the City of Lamesa to Dawson County, Texas for Library purposes and authorizing the mayor of the city to execute any and all documents and take such actions required to effect the conveyance of such real property. *(City Manager)*

Motion by Council Member Stewart to authorize the conveyance of real property by the City of Lamesa to Dawson County, Texas for Library purposes and authorizing the mayor of the city to execute any and all documents and take such actions required to effect the conveyance of such real property. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA TEXAS SUPPORTING THE PASSAGE OF LEGISLATION DURING THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE (2021) TO ALLOW FOR THE EXPENDITURE OF MUNICIPAL HOTEL OCCUPANCY TAX REVENUE BY THE CITY FOR CONSTRUCTION OF IMPROVEMENTS IN MUNICIPALITIES: City Council to consider approving a resolution allowing for the expenditure of Municipal Hotel Occupancy Tax Revenue by the City for construction of improvements in municipalities. *(City Manager)*

Motion by Council Member Rodriguez to approve a resolution allowing for the expenditure of Municipal Hotel Occupancy Tax Revenue by the City for Construction of improvements

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

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY HELD IN TRUST BY THE CITY OF LAMESA AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE TAX DEEDS AND TO TAKE SUCH ACTIONS REQUIRED TO EFFECT THE CONVEYANCE OF SUCH REAL PROPERTY: City Council to consider passing a Resolution authorizing the conveyance of various parcels of real property held in trust by the City of Lamesa and authorizing the Mayor of the City to execute tax deeds and to take such actions required to effect the conveyance of such real property. *(City Manager)*

Motion by Council Member Gonzales to authorize the conveyance of various parcels of real property held in trust by the City of Lamesa and authorizing the Mayor of the City to execute tax deeds and to take such actions required to effect the conveyance of such real property. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

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

BUDGET AMENDMENT XII: City Council to consider amending Ordinance O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021. This Budget Amendment reflects the proceeds from the sale of trust properties through the Texas Community Group. *(City Manager & Finance Director)*

Motion by Council Member Stewart to consider amending Ordinance No. O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021. This Budget Amendment reflects the proceeds from the sale of trust properties through the Texas Community Group. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

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

CASE NO. P&Z 20-10: To consider the petition of Rebecca Tice, 502 N.E. 5TH Street, Lamesa, Texas 79331

All of Lots Nine (9), Ten (10) and Eleven (11), in Block Two (2) of the Lindsey Addition to the Town of Lamesa, Dawson County, Texas;

located at 304 N.E. 6TH Street. Applicant is requesting a specific use permit to place a 2020 Fort Olympian 6360 double-wide manufactured home as her primary residence *(Building Official)*

City Inspector spoke regarding the following property
Open @7:03 and closed

REQUEST FOR ZONE CHANGE: City Council to consider approving an Ordinance on first reading approving a specific use permit:

CASE NO. P&Z 20-10: To consider the petition of Rebecca Tice, 502 N.E. 5TH Street, Lamesa, Texas 79331

All of Lots Nine (9), Ten (10) and Eleven (11), in Block Two (2) of the Lindsey Addition to the Town of Lamesa, Dawson County, Texas;

located at 304 N.E. 6TH Street. Applicant is requesting a specific use permit to place a 2020 Fort Olympian 6360 Double-Wide Manufactured Home as her primary residence *(Building Official)*

Motion by Council Member Stewart to consider approving an Ordinance on First reading approving zone change for the following property located at 304 N.E. 6th Street. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

VOTING:	"AYE" 4	"NAY"	"ABSTAIN"
Marie Briseno stepped out			

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

CASE NO. P&Z 20-12: To consider the petition of Ossie M. McCurley, 1209 S. Boston Ave., Lamesa, Texas 79331

Lot 6 Block 3 of the Hollis Addition to the Town of Lamesa, Dawson County, Texas;

located at 111 S. Boston Ave., Lamesa, Texas 79331. Applicant is requesting a specific use permit to place a 32X48 Cavco Alamo Lite Double-Wide Manufactured Home as her primary residence. *(Building Official)*

The Mayor will ask if anyone wishes to speak. regarding the following property.

The following persons spoke:

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

City Inspector spoke regarding the following property
Open @7:03 and closed

REQUEST FOR ZONE CHANGE: City Council to consider approving an Ordinance on first reading approving a specific use permit:

CASE NO. P&Z 20-12: To consider the petition of Ossie M. McCurley, 1209 S. Boston Ave., Lamesa, Texas 79331

Lot 6 Block 3 of the Hollis Addition to the Town of Lamesa,
Dawson County, Texas;

located at 111 S. Boston Ave., Lamesa, Texas 79331. Applicant is requesting a specific use permit to place a 32X48 Cavco Alamo Lite Double-Wide Manufactured Home as her primary residence (*Building Official*)

Motion by Council Member Gonzales to consider approving an Ordinance on First reading approving zone change for the following property located at 111 S. Boston Avenue. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING:

"AYE" 4

"NAY"

"ABSTAIN"

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

LEGAL DESCRIPTION: North Seventy Feet (N/70') OF Lot (4) and North Seventy Feet (N/70') OF West Half (W/2) of Lot Three (3), in Block B, of the M C Lindsey Addition to the City of Lamesa, Dawson County, Texas

SITUS: 1017 S 1st Lamesa, TX 79331

PARCEL ID: R3424

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)*

The following persons spoke:

City Inspector spoke regarding the following property

Open @7:04 and closed @7:06

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

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: North Seventy Feet (N/70') OF Lot (4) and North Seventy Feet (N/70') OF West Half (W/2) of Lot Three (3), in Block B, of the M C Lindsey Addition to the City of Lamesa, Dawson County, Texas

SITUS: 1017 S 1st, Lamesa, TX 79331

PARCEL ID: R3424

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

VOTING:

"AYE"5

"NAY"

"ABSTAIN"

Marie returned

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

LEGAL DESCRIPTION: Lot Fifteen (15) in Block Two (2) of the John H Jost Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 1204 N 3rd Lamesa, TX 79331

PARCEL ID: R3074

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)*

The following persons spoke:

City Inspector spoke regarding the following property

Susanne and Anthony Sullivan spoke

Open @7:08 and closed @7:11

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

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: Lot Fifteen (15) in Block Two (2) of the John H Jost Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 1204 N 3rd Lamesa, TX 79331

PARCEL ID: R3074

No motion /Passed

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

LEGAL DESCRIPTION: One Hundred Fifty Feet (150') by Three Hundred Feet (300') Tract out of the Northwest (NW) Corner of Lot Three (3) in Block Fifteen (15) of the Penix Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 1002 SE 8th St., Lamesa, TX 79331

PARCEL ID: R4980

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)*

The following persons spoke:

City Inspector spoke regarding the following property

Open @7:11 and closed @7:12

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

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: One Hundred Fifty Feet (150') by Three Hundred Feet (300') Tract out of the Northwest (NW) Corner of Lot Three (3) in Block Fifteen (15) of the Penix Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 1002 SE 8th St., Lamesa, TX 79331
PARCEL ID: R4980

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

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

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

LEGAL DESCRIPTION: Lot One (1) and East Half of Lot Two (2) in Block Two (2) of the Depot Addition to the City of Lamesa, Dawson County, Texas

SITUS: 902 S 1st, Lamesa, TX 79331
PARCEL ID: R2039

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)*

The following persons spoke:

City Inspector spoke regarding the following property

Open @7:13 and closed @7:14

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: Lot One (1) and East Half of Lot Two (2) in Block Two (2) of the Depot Addition to the City of Lamesa, Dawson County, Texas

SITUS: 902 S 1st, Lamesa, TX 79331
PARCEL ID: R2039

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

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

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

LEGAL DESCRIPTION: The West Twenty-Five Feet (W25') of Lot Two (2) and the East Thirty-Five Feet (E35') of Lot Three (3), Block Two (2), Depot Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 906 S 1st Lamesa, TX 79331
PARCEL ID: R2040

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)*

The following persons spoke:
City Inspector spoke regarding the following property
Open @7:15 and closed @7:16

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

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: The West Twenty-Five Feet (W25') of Lot Two (2) and the East Thirty-Five Feet (E35') of Lot Three (3), Block Two (2), Depot Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 906 S 1st Lamesa, TX 79331
PARCEL ID: R2040

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

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

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

LEGAL DESCRIPTION: Lots Two and Three (2 & 3), Block Twelve (12), Lindsey Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 311 N. Canyon Lamesa, TX 79331
PARCEL ID: R3525

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)*

The following persons spoke:
City Inspector spoke regarding the following property
Open @7:17 and closed @7:17

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

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: Lots Two and Three (2 & 3), Block Twelve (12), Lindsey Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 311 N. Canyon Lamesa, TX 79331
PARCEL ID: R3525

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

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

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

LEGAL DESCRIPTION: Lot Twelve (12), Block Six (6), Morning Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 701 NE 5th LAMESA, TX 79331
PARCEL ID: R3909

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)*

The following persons spoke:

City Inspector spoke regarding the following property

Open @7:18 and closed @7:19

Sent gotomeeting to Albert Esparza did not attend

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

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: Lot Twelve (12), Block Six (6), Morning Addition, to the City of Lamesa, Dawson County, Texas

SITUS: 701 NE 5th, LAMESA, TX 79331
PARCEL ID: R3909

Motion by Council Member Rodriguez 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 Stewart and upon being put to a vote the motion passed

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

ADOPT FINANCIAL POLICY: City Council to consider passing a Resolution approving the City's Financial Policy for Fiscal Year 2020-2021. (*Finance Director*)

Motion by Council Member Gonzales to pass a resolution approving the City's Financial Policy for Fiscal Year 2020-2021. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

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

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

INVESTMENT REPORT: Finance Director to report on City's investments through the 4th quarter of FY 2019/2020.

CITY STAFF REPORTS:

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

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

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 November 17, 2020 at 5:30 P.M.*

• ATTEST:

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•

• _____
• Betty Conde
• City Secretary

APPROVED:

Josh Stevens
Mayor

11-13-2020 11:48 AM
FUND : 01 -GENERAL FUND
DEPT : N/A

DETAIL LISTING

PAGE: 1

PERIOD TO USE: Oct-2020 THRU Oct-2020

ACCOUNTS: 1001 THRU 1001

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

1001 CASH IN BANK

BEGINNING BALANCE

10/01/20	10/01	A29984	CHK: 203518	17361	DAWSON CO. LIBRARY	1611	630.00CR	630.00CR
10/01/20	10/01	A29985	CHK: 203519	17361	HENRY NORRIS AGENCY, . IN	3190	1,041.66CR	1,671.66CR
10/01/20	10/01	A29986	CHK: 203520	17361	SOUTH PLAINS PUBLIC HEAL	3730	2,455.22CR	4,126.88CR
10/01/20	10/01	A29987	CHK: 203521	17361	VOLUNTEER FIRE DEPARTMEN	4090	400.00CR	4,526.88CR
10/01/20	10/01	A29988	CHK: 203522	17361	DUYCK LARRY	5777	200.00CR	4,726.88CR
10/01/20	10/01	A29989	CHK: 203523	17361	JASON WILEY	6025	200.00CR	4,926.88CR
10/01/20	10/01	A29990	CHK: 203524	17361	STEVE ALEXANDER	6356	200.00CR	5,126.88CR
10/01/20	10/01	A29991	CHK: 203525	17361	JEROMY DAWSON	6457	200.00CR	5,326.88CR
10/01/20	10/01	A29992	CHK: 203526	17361	ASHTIN SUFIENTES	6564	200.00CR	5,526.88CR
10/01/20	10/01	A29993	CHK: 203527	17361	SANTOS TORRES	6755	200.00CR	5,726.88CR
10/01/20	10/01	A29994	CHK: 203528	17361	JULIO ESPINOSA	6825	200.00CR	5,926.88CR
10/01/20	10/01	A29995	CHK: 203529	17361	JEFFREY TVEIT	6873	200.00CR	6,126.88CR
10/05/20	10/05	A30219	CHK: 203541	17372	LAMESA CHAMBER OF COMMER	1457	2,150.00CR	8,276.88CR
10/05/20	10/05	A30220	CHK: 203542	17372	CONSOLIDATED SPECIAL FUN	1517	37,900.00CR	46,176.88CR
10/05/20	10/05	A30221	CHK: 203543	17372	POSTMASTER	3390	2,000.00CR	48,176.88CR
10/05/20	10/05	A30222	CHK: 203544	17372	TML TEXAS MUNICIAL LEAGU	5120	2,149.00CR	50,325.88CR
10/05/20	10/05	A30223	CHK: 203545	17372	SPRINT	5365	50.00CR	50,375.88CR
10/05/20	10/05	A30224	CHK: 203530	17373	CLAIBORNE'S THRIFTWAY	1480	524.94CR	50,900.82CR
10/05/20	10/05	A30225	CHK: 203531	17373	LAMESA BEARING, INC.	2480	131.62CR	51,032.44CR
10/05/20	10/05	A30226	CHK: 203532	17373	MIDWEST RADAR & EQUIPMEN	3030	280.00CR	51,312.44CR
10/05/20	10/05	A30227	CHK: 203533	17373	SOUTH PLAINS COMMUNICATI	3729	953.00CR	52,265.44CR
10/05/20	10/05	A30228	CHK: 203534	17373	WEST TEXAS PAVING	5390	4,820.62CR	57,086.06CR
10/05/20	10/05	A30229	CHK: 203535	17373	FRANKLIN & SON, INC.	5840	271.73CR	57,357.79CR
10/05/20	10/05	A30230	CHK: 203536	17373	ADVANCED BUSINESS SOLUTI	5870	202.50CR	57,560.29CR
10/05/20	10/05	A30231	CHK: 203537	17373	TIFCO INDUSTRIES, INC.	6783	245.60CR	57,805.89CR
10/05/20	10/05	A30232	CHK: 203538	17373	HARRELL'S LLC	6793	172.00CR	57,977.89CR
10/05/20	10/05	A30233	CHK: 203539	17373	COAST TO COAST SOLUTIONS	6907	3,080.56CR	61,058.45CR
10/05/20	10/05	A30234	CHK: 203540	17373	BDP INDUSTRIES INC	6924	2,922.93CR	63,981.38CR
10/07/20	10/20	U29531	CHECK 203645	20838	REFUND: AGUILAR, LYDIA A		10.83CR	63,992.21CR
10/07/20	10/20	U29531	CHECK 203646	20838	REFUND: PENA-GARCIA, HECTOR		40.45CR	64,032.66CR
10/07/20	10/20	U29531	CHECK 203647	20838	REFUND: RATLIFF, GLORIA M		22.34CR	64,055.00CR
10/07/20	10/20	U29531	CHECK 203648	20838	REFUND: HERNANDEZ, BERNICE T		24.13CR	64,079.13CR
10/07/20	10/20	U29531	CHECK 203649	20838	REFUND: HARRIS, BUNNY		65.28CR	64,144.41CR
10/08/20	10/08	A30286	CHK: 203548	17390	DACO	1580	46,735.07CR	110,879.48CR
10/08/20	10/08	A30288	CHK: 203550	17390	HELENA AGRI-ENTERPRISES,	2260	1,092.38CR	111,971.86CR
10/08/20	10/08	A30289	CHK: 203551	17390	LAMESA BUTANE COMPANY	2500	180.00CR	112,151.86CR
10/08/20	10/08	A30290	CHK: 203552	17390	LUBBOCK GRADER BLADE, IN	2706	410.00CR	112,561.86CR
10/08/20	10/08	A30291	CHK: 203553	17390	LYNTEGAR ELECTRIC COOPER	2728	153.77CR	112,715.63CR
10/08/20	10/08	A30292	CHK: 203554	17390	MAYFIELD PAPER COMPANY,	2957	994.49CR	113,710.12CR
10/08/20	10/08	A30293	CHK: 203555	17390	PARKHILL, SMITH & COOPER,	3263	1,500.00CR	115,210.12CR
10/08/20	10/08	A30294	CHK: 203556	17390	QUILL CORPORATION	3430	23.16CR	115,233.28CR
10/08/20	10/08	A30295	CHK: 203557	17390	SHARE CORPORATION	3705	460.34CR	115,693.62CR
10/08/20	10/08	A30296	CHK: 203558	17390	TERRY COUNTY TRACTOR CO.	3880	1,084.38CR	116,778.00CR

11-13-2020 11:48 AM

DETAIL LISTING

PAGE: 2

FUND : 01 -GENERAL FUND

PERIOD TO USE: Oct-2020 THRU Oct-2020

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

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

* (CONTINUED) *

10/08/20	10/08	A30297	CHK: 203559	17390	WHITE'S 7 TIL 11	4185			119,31CR	116,897.31CR
10/08/20	10/08	A30298	CHK: 203560	17390	WINDSTREAM COMMUNICATION	4460			663,36CR	117,560.67CR
10/08/20	10/08	A30299	CHK: 203561	17390	AUTOZONE, INC.	5593			484,34CR	118,045.01CR
10/08/20	10/08	A30300	CHK: 203562	17390	O'REILLY AUTOMOTIVE, INC	5618			82,71CR	118,127.72CR
10/08/20	10/08	A30301	CHK: 203563	17390	WEATHERMAN CONST. & OVER	5624			282,45CR	118,410.17CR
10/08/20	10/08	A30302	CHK: 203564	17390	RUSTY'S WEIGH SCALES & S	5642			826,50CR	119,236.67CR
10/08/20	10/08	A30303	CHK: 203565	17390	COTTON COUNTRY ELECTRIC	5650			846,56CR	120,083.23CR
10/08/20	10/08	A30304	CHK: 203566	17390	GREAT AMERICA FINANCIAL	5734			195,60CR	120,278.83CR
10/08/20	10/08	A30305	CHK: 203567	17390	UTILITY SERVICE CO., INC	5824			20,468,17CR	140,747,00CR
10/08/20	10/08	A30306	CHK: 203568	17390	VERIZON WIRELESS	5969			1,811,68CR	142,558,68CR
10/08/20	10/08	A30308	CHK: 203570	17390	LONGLEY DIESEL & EQUIPME	6039			1,652,04CR	144,210,72CR
10/08/20	10/08	A30309	CHK: 203571	17390	SIERRA SPRINGS	6114			425,19CR	144,635,91CR
10/08/20	10/08	A30310	CHK: 203572	17390	DAVIS CHIROPRACTIC	6300			130,00CR	144,765,91CR
10/08/20	10/08	A30311	CHK: 203573	17390	RELIANT ENERGY	6316			32,854,28CR	177,620,19CR
10/08/20	10/08	A30313	CHK: 203575	17390	DE LAGE LANDEN PUBLIC FI	6511			1,153,00CR	178,773,19CR
10/08/20	10/08	A30314	CHK: 203576	17390	KWIK KAR OIL & LUBE	6691			127,72CR	178,900,91CR
10/08/20	10/08	A30315	CHK: 203577	17390	MCCREARY, VESELKA, BRAGG	6774			285,93CR	179,186,84CR
10/08/20	10/08	A30316	CHK: 203578	17390	TIFCO INDUSTRIES, INC.	6783			234,73CR	179,421,57CR
10/08/20	10/08	A30317	CHK: 203579	17390	3W ENERGY SERVICES, INC.	6842			151,44CR	179,573,01CR
10/08/20	10/08	A30318	CHK: 203580	17390	VEXUS FIBER	6874			798,11CR	180,371,12CR
10/08/20	10/08	A30319	CHK: 203581	17390	NELSON SCIENTIFIC dba AQ	6882			278,50CR	180,649,62CR
10/08/20	10/08	A30320	CHK: 203582	17390	KEITH RANK	6930			28,700,00CR	209,349,62CR
10/08/20	10/08	A30321	CHK: 203546	17389	IDA RODRIGUEZ	6319			19,92CR	209,369,54CR
10/08/20	10/08	A30322	CHK: 203547	17389	DANIEL TIMOTHY REITHER	6929			900,00CR	210,269,54CR
10/09/20	10/20	B67184	Misc 000001	10657	METER POSTAGE		JE# 027113		1,000,00CR	211,269,54CR
10/13/20	10/13	A30349	CHK: 203606	17399	J FERG PLUMBING	1			18,00CR	211,287,54CR
10/13/20	10/13	A30350	CHK: 203607	17399	ADVANCED ANALYSIS, INC	1022			896,00CR	212,183,54CR
10/13/20	10/13	A30351	CHK: 203608	17399	CANADIAN RIVER MUNICIPAL	1385			67,124,17CR	279,307,71CR
10/13/20	10/13	A30352	CHK: 203609	17399	ROSE PLUMBING & SEPTIC	3560			168,00CR	279,475,71CR
10/13/20	10/13	A30353	CHK: 203610	17399	STATE COMPTROLLER	3789			760,64CR	280,236,35CR
10/13/20	10/13	A30354	CHK: 203611	17399	SPAG	5597			580,00CR	280,816,35CR
10/13/20	10/13	A30355	CHK: 203612	17399	TEXAS COMMISSION ON LAW	6070			150,00CR	280,966,35CR
10/13/20	10/13	A30356	CHK: 203613	17399	DAVID HUCKERT	6182			200,00CR	281,166,35CR
10/13/20	10/13	A30357	CHK: 203583	17396	AUTOMOTIVE TECHNOLOGY	1139			271,55CR	281,437,90CR
10/13/20	10/13	A30358	CHK: 203584	17396	B & J WELDING SUPPLY	1180			171,07CR	281,608,97CR
10/13/20	10/13	A30359	CHK: 203585	17396	DAVIS FURNITURE COMPANY	1600			958,69CR	282,567,66CR
10/13/20	10/13	A30361	CHK: 203587	17396	GEBO'S DISTRIBUTING CO.,	2000			1,162,61CR	283,730,27CR
10/13/20	10/13	A30364	CHK: 203590	17396	HIGGINBOTHAM'S GENERAL O	2180			1,221,38CR	284,951,65CR
10/13/20	10/13	A30366	CHK: 203592	17396	LAMESA MAILING & PACKING	2588			31,50CR	284,983,15CR
10/13/20	10/13	A30367	CHK: 203593	17396	LAMESA TIRE & BATTERY. I	2645			857,95CR	285,841,10CR
10/13/20	10/13	A30368	CHK: 203594	17396	S & C OIL COMPANY, INC.	3575			216,99CR	286,058,09CR
10/13/20	10/13	A30369	CHK: 203595	17396	STANDARD INSURANCE CO	3782			621,37CR	286,679,46CR
10/13/20	10/13	A30370	CHK: 203596	17396	AMERICAN EXPRESS	4880			11,665,23CR	298,344,69CR
10/13/20	10/13	A30373	CHK: 203599	17396	TASCOSA OFFICE MACHINES,	5115			3,165,82CR	301,510,51CR
10/13/20	10/13	A30376	CHK: 203602	17396	LAMESA RECYCLING	5869			34,38CR	301,544,89CR
10/13/20	10/13	A30377	CHK: 203603	17396	IMPERATIVE INFORMATION G	6224			1,061,50CR	302,606,39CR
10/13/20	10/13	A30378	CHK: 203604	17396	AMAZON	6305			715,90CR	303,322,29CR

11-13-2020 11:48 AM

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

PAGE: 3

FUND : 01 -GENERAL FUND

PERIOD TO USE: Oct-2020 THRU Oct-2020

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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1001			CASH IN BANK							* (CONTINUED) *
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10/13/20	10/13	A30379	CHK: 203605		17396 NUTRIEN AG SOLUTIONS, IN	6659			441.10CR	303,763.39CR
10/13/20	10/13	A30380	CHK: 000000		17403 INTERNAL REVENUE SERVICE	5832			29,614.17CR	333,377.56CR
10/13/20	10/13	A30381	CHK: 203614		17403 CAPROCK FEDERAL CREDIT U	1390			23,395.14CR	356,772.70CR
10/13/20	10/13	A30382	CHK: 203615		17403 PAYROLL FUND	3270			75,735.61CR	432,508.31CR
10/13/20	10/13	A30383	CHK: 203616		17403 TX CHILD SUPPORT SDU	5634			211.38CR	432,719.69CR
10/13/20	10/13	A30384	CHK: 203617		17403 TX CHILD SUPPORT SDU	5882			276.92CR	432,996.61CR
10/13/20	10/13	A30385	CHK: 203618		17403 JAE FITNESS	6023			152.51CR	433,149.12CR
10/13/20	10/13	A30386	CHK: 203619		17403 TX CHILD SUPPORT SDU	6680			196.15CR	433,345.27CR
10/13/20	10/13	A30387	CHK: 203620		17403 TX CHILD SUPPORT SDU	6899			219.04CR	433,564.31CR
10/13/20	10/13	A30388	CHK: 203621		17403 TX CHILD SUPPORT SDU	6905			271.09CR	433,835.40CR
10/15/20	10/15	U29514	CHECK 203643		20889 REFUND: PEREZ III, GILBERT				283.78CR	434,119.18CR
10/15/20	10/15	A30411	CHK: 203630		17406 BROCK VETERINARY CLINIC,	1302			140.00CR	434,259.18CR
10/15/20	10/15	A30412	CHK: 203631		17406 BRUCKNER'S TRUCK SALES,	1340			2,725.19CR	436,984.37CR
10/15/20	10/15	A30413	CHK: 203632		17406 CITY OF LUBBOCK	1470			11,455.33CR	448,439.70CR
10/15/20	10/15	A30414	CHK: 203633		17406 DPC INDUSTRIES INC	1570			330.00CR	448,769.70CR
10/15/20	10/15	A30415	CHK: 203634		17406 QUILL CORPORATION	3430			1,019.65CR	449,789.35CR
10/15/20	10/15	A30416	CHK: 203635		17406 WALMART COMMUNITY/GEGRB	4110			1,546.80CR	451,336.15CR
10/15/20	10/15	A30417	CHK: 203636		17406 WARREN CAT	4122			57,708.97CR	509,045.12CR
10/15/20	10/15	A30418	CHK: 203637		17406 MANDRY TECHNOLOGY SOLUTI	5160			1,498.62CR	510,543.74CR
10/15/20	10/15	A30419	CHK: 203638		17406 NAPA AUTO PARTS	5833			1,126.50CR	511,670.24CR
10/15/20	10/15	A30420	CHK: 203639		17406 ADVANCED AUTO REPAIR	6075			898.31CR	512,568.55CR
10/15/20	10/15	A30421	CHK: 203640		17406 TEXAS COMMUNITIES GROUP	6603			662.35CR	513,230.90CR
10/15/20	10/15	A30422	CHK: 203641		17406 ETC LITE, LLC	6633			210.00CR	513,440.90CR
10/15/20	10/15	A30423	CHK: 203642		17406 TIFCO INDUSTRIES, INC.	6783			369.85CR	513,810.75CR
10/15/20	10/15	A30424	CHK: 203623		17408 TYLER TECHNOLOGIES, INC.	2310			455.50CR	514,266.25CR
10/15/20	10/15	A30425	CHK: 203624		17408 UNIFIRST HOLDINGS, INC	4079			45.56CR	514,311.81CR
10/15/20	10/15	A30426	CHK: 203625		17408 UNITED FUND	4081			99.00CR	514,410.81CR
10/15/20	10/15	A30427	CHK: 203626		17408 TREVINO SANDY	5385			92.50CR	514,503.31CR
10/15/20	10/15	A30428	CHK: 203627		17408 GRAINGER	5898			397.97CR	514,901.28CR
10/15/20	10/15	A30429	CHK: 203628		17408 ENER-TEL SERVICES	6785			43.31CR	514,944.59CR
10/15/20	10/15	A30430	CHK: 203629		17408 ROBERT DIMAS	6866			300.00CR	515,244.59CR
10/15/20	10/15	A30431	CHK: 203622		17419 LAMESA CHAMBER OF COMMER	1457			3,270.00CR	518,514.59CR
10/15/20	10/15	U29516	CHECK 203644		20896 REFUND: PEREZ III, GILBERT				200.00CR	518,714.59CR
10/20/20	10/20	U29529	CHECK 203657		20912 REFUND: JW& T INC.				1,730.08CR	520,444.67CR
10/20/20	10/20	U29530	CHECK 203650		20908 REFUND: FURLOW, CHELSEA				54.56CR	520,499.23CR
10/20/20	10/20	U29530	CHECK 203651		20908 REFUND: JARRETT, FLORA R				0.32CR	520,499.55CR
10/20/20	10/20	U29530	CHECK 203652		20908 REFUND: ARREDONDO, GILBERT				3.53CR	520,503.08CR
10/20/20	10/20	U29530	CHECK 203653		20908 REFUND: RAMIREZ, JOHN J				95.59CR	520,598.67CR
10/20/20	10/20	U29530	CHECK 203654		20908 REFUND: MITCHELL, DAWN				4.80CR	520,603.47CR
10/20/20	10/20	U29530	CHECK 203655		20908 REFUND: CARR, ANDREW M				37.90CR	520,641.37CR
10/20/20	10/20	U29530	CHECK 203656		20908 REFUND: FRANCIS, JIMMY				20.74CR	520,662.11CR
10/20/20	10/20	U29533	CHECK 203664		20919 REFUND: STANDARD ENERGY SERVIC				380.73CR	521,042.84CR
10/20/20	10/20	A30448	CHK: 203661		17422 WINDSTREAM COMMUNICATION	4460			71.01CR	521,113.85CR
10/20/20	10/20	A30449	CHK: 203662		17422 ROSALIO MARTINEZ	6612			1,500.00CR	522,613.85CR
10/20/20	10/20	A30450	CHK: 203663		17422 WTGCSA	6800			150.00CR	522,763.85CR
10/20/20	10/20	A30451	CHK: 203658		17426 ELOY OLVERA	6673			14,100.00CR	536,863.85CR
10/20/20	10/20	A30452	CHK: 203659		17426 JOE CAUDILLO	6923			300.00CR	537,163.85CR

11-13-2020 11:48 AM

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

PAGE: 4

FUND : 01 -GENERAL FUND

PERIOD TO USE: Oct-2020 THRU Oct-2020

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

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

* (CONTINUED) *

10/20/20	10/20	A30453	CHK: 203660	17426	DOCUMENT SHREDDING & STO	6925			1,405.00CR	538,568.85CR
10/21/20	10/21	B67185	Misc 000002	10658	TWC - 3rd Qt.		JE# 027114		1,564.22CR	540,133.07CR
10/21/20	10/21	B67185	Misc 000002	10658	TWC - 3rd Qt.		JE# 027114		152.64CR	540,285.71CR
10/22/20	10/22	A30466	CHK: 203665	17435	LAMESA ECONOMIC DEVELOPM	2555			22,835.52CR	563,121.23CR
10/22/20	10/22	A30467	CHK: 203666	17435	LAMESA ECONOMIC ALLIANCE	5942			22,835.52CR	585,956.75CR
10/22/20	10/22	A30468	CHK: 203667	17435	RICHARD REYES	6806			25.00CR	585,981.75CR
10/26/20	10/26	A30476	CHK: 203681	17440	FARMERS MACHINE SHOP	1800			8,870.06CR	594,851.81CR
10/26/20	10/26	A30478	CHK: 203683	17440	WALMART COMMUNITY/GEGRB	4110			41.47CR	594,893.28CR
10/26/20	10/26	A30479	CHK: 203668	17439	CAROLYN TURNER	1			250.00CR	595,143.28CR
10/26/20	10/26	A30480	CHK: 203669	17439	JESSICA RAMIREZ	1			150.00CR	595,293.28CR
10/26/20	10/26	A30481	CHK: 203670	17439	YESENIA VALLE	1			150.00CR	595,443.28CR
10/26/20	10/26	A30482	CHK: 203671	17439	DESTINY BANUELOS	1			150.00CR	595,593.28CR
10/26/20	10/26	A30483	CHK: 203672	17439	LIFE LINE SCREENING	1			600.00CR	596,193.28CR
10/26/20	10/26	A30484	CHK: 203673	17439	LIFE LINE SCREENING	1			600.00CR	596,793.28CR
10/26/20	10/26	A30485	CHK: 203674	17439	ATMOS ENERGY CORPORATION	1730			151.81CR	596,945.09CR
10/26/20	10/26	A30486	CHK: 203675	17439	TYLER TECHNOLOGIES, INC.	2310			455.50CR	597,400.59CR
10/26/20	10/26	A30487	CHK: 203676	17439	TEXAS DEPARTMENT OF LICE	5602			25.00CR	597,425.59CR
10/26/20	10/26	A30488	CHK: 203677	17439	SIERRA SPRINGS	6114			172.48CR	597,598.07CR
10/26/20	10/26	A30489	CHK: 203678	17439	STATE COMPTROLLER	6241			13,254.84CR	610,852.91CR
10/26/20	10/26	A30490	CHK: 203679	17439	IDA RODRIGUEZ	6319			17.96CR	610,870.87CR
10/26/20	10/26	A30491	CHK: 203680	17439	PROSPERITY BANK	6518			45,629.86CR	656,500.73CR
10/26/20	10/27	A30495	CHK: 203685	17442	STATE COMPTROLLER	6241			1,233.00CR	657,733.73CR
10/26/20	10/27	A30496	CHK: 203684	17443	STATE COMPTROLLER	6241			12,021.84CR	669,755.57CR
10/27/20	10/27	A30497	CHK: 203694	17445	TML-IEBP	3843			39,018.29CR	708,773.86CR
10/27/20	10/27	A30498	CHK: 203695	17445	WTG FUELS, INC.	6220			13,173.83CR	721,947.69CR
10/27/20	10/27	A30500	CHK: 203697	17445	SOUTH PLAINS CHAPTER OF	6546			20.00CR	721,967.69CR
10/27/20	10/27	A30501	CHK: 203698	17445	ROBERT DIMAS	6866			165.00CR	722,132.69CR
10/27/20	10/27	A30502	CHK: 203699	17445	UMB BANK	6880			168,243.75CR	890,376.44CR
10/27/20	10/27	A30503	CHK: 203700	17445	JOSE MENDOZA	6922			350.00CR	890,726.44CR
10/27/20	10/27	A30504	CHK: 000000	17446	INTERNAL REVENUE SERVICE	5832			31,696.55CR	922,422.99CR
10/27/20	10/27	A30505	CHK: 203686	17446	CAPROCK FEDERAL CREDIT U	1390			22,601.21CR	945,024.20CR
10/27/20	10/27	A30506	CHK: 203687	17446	PAYROLL FUND	3270			82,239.44CR	1,027,263.64CR
10/27/20	10/27	A30507	CHK: 203688	17446	TX CHILD SUPPORT SDU	5634			211.38CR	1,027,475.02CR
10/27/20	10/27	A30508	CHK: 203689	17446	TX CHILD SUPPORT SDU	5882			276.92CR	1,027,751.94CR
10/27/20	10/27	A30509	CHK: 203690	17446	JAE FITNESS	6023			152.51CR	1,027,904.45CR
10/27/20	10/27	A30510	CHK: 203691	17446	TX CHILD SUPPORT SDU	6680			196.15CR	1,028,100.60CR
10/27/20	10/27	A30511	CHK: 203692	17446	TX CHILD SUPPORT SDU	6899			219.04CR	1,028,319.64CR
10/27/20	10/27	A30512	CHK: 203693	17446	TX CHILD SUPPORT SDU	6905			271.09CR	1,028,590.73CR
10/30/20	10/30	A30543	CHK: 203717	17453	ADVANCED ANALYSIS, INC	1022			1,269.00CR	1,029,859.73CR
10/30/20	10/30	A30544	CHK: 203718	17453	DPC INDUSTRIES INC	1570			1,765.43CR	1,031,625.16CR
10/30/20	10/30	A30545	CHK: 203719	17453	ATMOS ENERGY CORPORATION	1730			1,457.86CR	1,033,083.02CR
10/30/20	10/30	A30546	CHK: 203720	17453	TYLER TECHNOLOGIES, INC.	2310			1,120.67CR	1,034,203.69CR
10/30/20	10/30	A30547	CHK: 203721	17453	PARKHILL, SMITH & COOPER,	3263			5,704.34CR	1,039,908.03CR
10/30/20	10/30	A30548	CHK: 203722	17453	PROFESSIONAL TURF PRODUC	3413			430.59CR	1,040,338.62CR
10/30/20	10/30	A30549	CHK: 203723	17453	UNIFIRST HOLDINGS, INC	4079			45.56CR	1,040,384.18CR
10/30/20	10/30	A30550	CHK: 203724	17453	WINDSTREAM COMMUNICATION	4460			103.51CR	1,040,487.69CR
10/30/20	10/30	A30551	CHK: 203725	17453	EQUIPMENT SUPPLY CO. INC	5225			245.00CR	1,040,732.69CR

11-13-2020 11:48 AM

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

PAGE: 5

FUND : 01 -GENERAL FUND

PERIOD TO USE: Oct-2020 THRU Oct-2020

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

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

* (CONTINUED) *

10/30/20	10/30	A30552	CHK: 203726	17453	DAVIS CHIROPRACTIC	6300			260.00CR	1,040,992.69CR
10/30/20	10/30	A30553	CHK: 203727	17453	TCF EQUIPMENT FINANCE	6448			3,846.06CR	1,044,838.75CR
10/30/20	10/30	A30554	CHK: 203728	17453	CANON FINANCIAL SERVICES	6580			1,524.67CR	1,046,363.42CR
10/30/20	10/30	A30555	CHK: 203729	17453	QUADIENT LEASING USA, IN	6855			339.09CR	1,046,702.51CR
10/30/20	10/30	A30556	CHK: 203730	17453	MC LAIN DSS	6933			3,750.00CR	1,050,452.51CR
10/30/20	10/30	A30557	CHK: 203701	17462	FULBRIGHT & CASSELBERRY	2090			2,210.20CR	1,052,662.71CR
10/30/20	10/30	A30558	CHK: 203702	17462	PAYROLL FUND	3270			459.00CR	1,053,121.71CR
10/30/20	10/30	A30559	CHK: 203703	17462	SENIOR CITIZENS	3675			3,750.00CR	1,056,871.71CR
10/30/20	10/30	A30560	CHK: 203731	17454	MANDRY TECHNOLOGY SOLUTI	5160			3,244.58CR	1,060,116.29CR
10/30/20	10/30	A30561	CHK: 203732	17454	CI BRANDING/ CREATIVE IN	6708			105.96CR	1,060,222.25CR
10/30/20	10/30	A30562	CHK: 203733	17454	K-LOG, INC	6728			2,859.15CR	1,063,081.40CR
10/30/20	10/30	A30563	CHK: 203704	17463	AFLAC INSURANCE	1020			3,209.38CR	1,066,290.78CR
10/30/20	10/30	A30564	CHK: 203705	17463	CAPROCK FEDERAL CREDIT U	1390			115.44CR	1,066,406.22CR
10/30/20	10/30	A30565	CHK: 203706	17463	TEXAS MUNICIPAL RETIREME	3973			32,168.88CR	1,098,575.10CR
10/30/20	10/30	A30571	CHK: 203712	17463	MY BOOT STORE, INC	5710			50.00CR	1,098,625.10CR
10/30/20	10/30	A30572	CHK: 203713	17463	LEGAL SHIELD	5900			319.71CR	1,098,944.81CR
10/30/20	10/30	A30573	CHK: 203714	17463	NEW YORK LIFE	5921			271.92CR	1,099,216.73CR
10/30/20	10/30	A30574	CHK: 203715	17463	GUARDIAN-APPLETON	6141			377.52CR	1,099,594.25CR
10/30/20	10/30	A30575	CHK: 203716	17463	CAVENDER'S BOOT STORE,LT	6892			25.00CR	1,099,619.25CR
10/30/20	10/30	A30576	CHK: 203734	17464	QUILL CORPORATION	3430			480.97CR	1,100,100.22CR
10/30/20	10/30	A30577	CHK: 203735	17464	K W SHARP INC	3703			1,726.00CR	1,101,826.22CR
10/30/20	10/30	A30578	CHK: 203736	17464	HD SUPPLY FACILITIES MAI	5100			486.89CR	1,102,313.11CR
10/30/20	10/30	A30579	CHK: 203737	17464	LUBBOCK LOCK & KEY, INC	6482			16,821.58CR	1,119,134.69CR
10/30/20	10/30	A30581	CHK: 203739	17464	ALL AMERICAN PUMP SOLUTI	6735			1,066.67CR	1,120,201.36CR
10/30/20	10/30	A30582	CHK: 203740	17464	LOFTIN EQUIPMENT CO.	6872			844.16CR	1,121,045.52CR
10/30/20	10/30	A30583	CHK: 203741	17464	BACKDRAFT OPCP, LLC	6932			5,750.00CR	1,126,795.52CR
10/30/20	10/30	A30584	CHK: 000000	17450	INTERNAL REVENUE SERVICE	5832			109.12CR	1,126,904.64CR
10/30/20	10/30	A30586	CHK: 203742	17468	MANDRY TECHNOLOGY SOLUTI	5160			571.40CR	1,127,476.04CR
10/30/20	11/10	B67359	Misc 000007	10693	SALES & USE TAX - ACH DEBIT		JE# 027202		10,604.72CR	1,138,080.76CR
10/30/20	11/10	B67387	Misc 000051	10694	HEALTH INS. TSF. - G/F		JE# 027205		33,574.92CR	1,171,655.68CR
10/30/20	11/11	B67393	Misc 000012	10695	WORKER COMP TSF TO RISK MGMT		JE# 027211		6,777.17CR	1,178,432.85CR
10/30/20	11/11	B67401	Misc 000016	10696	LIABILITY TSF G/F TO RISK MGMT		JE# 027217		6,094.75CR	1,184,527.60CR
10/30/20	11/11	B67408	Misc 000021	10697	COURT TRANSFERS TO STATE AGCY		JE# 027224		3,210.95CR	1,187,738.55CR
10/30/20	11/13	B67416	Misc 000024	10699	TO RECORD DUE TO/FROM		JE# 027227		151.07CR	1,187,889.62CR
10/30/20	11/13	B67416	Misc 000024	10699	TO RECORD DUE TO/FROM		JE# 027227		127.74CR	1,188,017.36CR
10/30/20	11/13	B67416	Misc 000024	10699	TO RECORD DUE TO/FROM		JE# 027227		145.43CR	1,188,162.79CR
10/30/20	11/13	B67416	Misc 000024	10699	TO RECORD DUE TO/FROM		JE# 027227		2.90CR	1,188,165.69CR
***** OCTOBER ACTIVITY DB:				0.00	CR:	1,188,165.69CR			1,188,165.69CR	

SELECTION CRITERIA

FISCAL YEAR: Oct-2019 / Sep-2020
FUND: Include: 01
PERIOD TO USE: Oct-2020 THRU Oct-2020
TRANSACTIONS: CREDIT

ACCOUNT SELECTION

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

PRINT OPTIONS DETAIL

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

*** END OF REPORT ***

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 4

SUBJECT: **EXPRESSION OF APPRECIATION**
PROCEEDING: Resolution & Plaque Presentation
SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider passing a resolution of appreciation to Marie Briseno for 24 1/2 years of service on City Council. (*City Council*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a resolution of appreciation to Marie Briseno for 24 1/2 years of service on City Council. 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 of Lamesa, Texas extending appreciation and thanks to Marie Brisenno for her 24 ½ years of service as City Council Member District 2 for the City of Lamesa.

WHEREAS, the City wishes to acknowledge the selflessness and generosity of such service of Marie Brisenno;

NOW, THEREFORE, BE IT RESOLVED, that this Certificate be presented as a token of our appreciation.

DULY PASSED, APPROVED, AND ADOPTED by the City Council of the City of Lamesa, Texas on this the 17th day of November, 2020.

ATTEST:

APPROVED:

**Betty Conde
City Secretary**

**Josh Stevens
Mayor**

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 5

SUBJECT: **EXPRESSION OF APPRECIATION**
PROCEEDING: Resolution & Plaque Presentation
SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider passing a resolution of appreciation to Luciano Reyes for his service on City Council. (*City Council*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a resolution of appreciation to Luciano Reyes for his service on City Council. 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 of Lamesa, Texas extending appreciation and thanks to Luciano Reyes for his service as City Council Member District 3 for the City of Lamesa.

WHEREAS, the City wishes to acknowledge the selflessness and generosity of such service of Luciano Reyes;

NOW, THEREFORE, BE IT RESOLVED, that this Certificate be presented as a token of our appreciation.

DULY PASSED, APPROVED, AND ADOPTED by the City Council of the City of Lamesa, Texas on this the 17th day of November, 2020.

ATTEST:

APPROVED:

**Betty Conde
City Secretary**

**Josh Stevens
Mayor**

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 6

SUBJECT: OATH OF OFFICE - NEWLY ELECTED COUNCIL MEMBER
PROCEEDING: State Law; Election Code Ch. 67.016, 67.016(f) and 145.003, City
Charter; Article IV, Section 8
SUBMITTED BY: City Staff

SUMMARY STATEMENT

Administer Oath of Office to the newly-elected Council Member from the November 3, 2020 City of Lamesa General Election. *(City Attorney)*

OATH OF OFFICE

I, **FRED VERA** DO SOLEMNLY SWEAR THAT I WILL FAITHFULLY EXECUTE THE DUTIES OF THE OFFICE OF COUNCIL MEMBER OF THE CITY OF LAMESA OF THE STATE OF TEXAS, AND WILL TO THE BEST OF MY ABILITY PRESERVE, PROTECT AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THIS STATE. SO HELP ME GOD.

CITY MANAGER'S MEMORANDUM

The Council Member for District 2 will be sworn in.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 7

SUBJECT: 2021 SPECIAL ELECTION
PROCEEDING:
SUBMITTED BY: City Staff
EXHIBITS: Resolution
AUTHORITY: State Law; Chapter 32, Election Code

SUMMARY STATEMENT

City Council to consider passing a resolution ordering and establishing procedures for the City of Lamesa 2021 Special Election for District 3 to be held on Saturday, February 27, 2021 at Forrest Park Community Center, 814 S. Houston Street, Lamesa, Texas.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider passing a resolution ordering and establishing procedures for the City of Lamesa 2021 Special Election for District 3 to be held on Saturday, February 27, 2021. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION AND ORDER ESTABLISHING PROCEDURES FOR THE 2021 CITY OF LAMESA SPECIAL ELECTION.

On this the 24th day of November, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the Constitution of the State of Texas and the Charter of the City of Lamesa, Texas, provide that any vacancy occurring on the governing body of a home rule city having a term of office exceeding two years shall be filled by majority vote of the qualified voters at a special election called for such purpose within 120 days after such vacancy occurs; and

WHEREAS, a special election should be held on February 27, 2021, to fill the unexpired term for the vacancy created by the death of the Lamesa City Council Member for District 3; and

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

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

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

That a special election be held on the 27th day of February, 2021, for the purpose of electing:

One (1) "Council Member, District 3"
to fill the unexpired term ending in 2023; and

That all independent candidates at said election file their applications to become candidates with the City Secretary at City Hall, 601 South First Street, Lamesa, Texas, on or before five o'clock P.M. on the sixty-second day before the election, that day being the 28th day of December, 2020, and that all of said applications shall be on a form as prescribed by Section 141.031 of the Texas Election Code; and

That the order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Texas Election Code; that drawing to be held at ten o'clock A.M. on the 4th day of January, 2021; and

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

Forrest Park Community Center
814 South Houston Avenue

Lamesa, Texas; and

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

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

<i>Date</i>	<i>Weekday</i>	<i>Times</i>
February 10 thru February 19	(Monday thru Friday)	8 am – 5 pm
February 22 and February 23	(Monday and Tuesday)	7 am – 7 pm

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

That early voting by personal appearance for said designated election shall be at City Hall, 601 South First, Lamesa, Texas, in the office of the City Secretary and said place of early voting shall remain open during the hours that the secretary's office is regularly open for business, which is not a Saturday, a Sunday, or an official State Holiday, beginning on the 17th day before and continuing through the 4th day preceding the date of said election; and

The applications for ballot by mail shall be mailed to the Office of the City Secretary, 601 South First, Lamesa, Texas 79331. Applications for ballots by mail must be received no later than the close of business on the 16th day of February, 2021; and

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

That said election shall be held in accordance with the Texas Election Code and only qualified voters being residents of said City and residing in City Council District 3 shall be eligible to vote in said election; and

That the Mayor shall give notice of this election in accordance with the terms and provisions of Chapter 4 of the Texas Election Code; said notice shall be published in the

Lamesa Press-Reporter, a newspaper of general circulation in the City of Lamesa, Texas, not earlier than the thirtieth (30th) day and not later than the tenth (10th) day before election day and posted in the City Hall at 601 South First Street and at a public place in City Council District 3 not later than the 21st day before election day; and that such notice shall be recorded and preserved in accordance with the provisions of Section 4.005 of the Texas Election Code; and

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

That the canvassing of said election shall take place at the regularly scheduled meeting of the City Council on Tuesday, March 9, 2021, at five-thirty p.m.; and that the council shall certify the results of said canvass at that meeting.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 24th day of November, 2020, 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: NOVEMBER 24, 2020

AGENDA ITEM: 8

SUBJECT: CONSIDERATION AND APPROPRIATE ACTION TO AUTHORIZE SOLICITATION OF CONSTRUCTION BIDS FOR WATER SYSTEM IMPROVEMENTS AND AUTHORIZING PARKHILL, SMITH & COOPER, CITY ENGINEERS, TO IMPLEMENT SUCH CONSTRUCTION BID PROCESS, AND AUTHORIZING THE CITY MANAGER TO ACT ON ALL MATTERS AND EXECUTE ANY REQUIRED DOCUMENTS PERTAINING TO SUCH CONSTRUCTION BID PROCESS

PROCEEDING:

SUBMITTED BY: City Staff

EXHIBITS:

AUTHORITY:

SUMMARY STATEMENT

City Council to consider and take action authorizing of construction bids for water system improvements and authorizing Parkhill, Smith & Cooper, City Engineers, to implement such construction bid process and authorizing the City Manager to act on all matters and execute any requires documents pertaining to such construction bid process. (*City Manager & Finance Director*)

COUNCIL ACTION

Motion by Council Member _____ move to authorize the solicitation of construction bids for water system improvements. 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: NOVEMBER 24, 2020

AGENDA ITEM: 9

SUBJECT: CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE:

PROCEEDING:

SUBMITTED BY: City Staff

EXHIBITS: Resolution

AUTHORITY:

SUMMARY STATEMENT

City Council to consider approving a resolution by the City Council of the City of Lamesa, Texas authorizing and approving publication of notice of intention to issue Certificates of Obligation, complying with the requirements contained in securities and exchange Commission Rule 15c2-12, and providing an effective date. (City Manager & Finance Director)

COUNCIL ACTION

Motion by Council Member _____ move to adopt a notice of intention resolution. 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: NOVEMBER 24, 2020

AGENDA ITEM: 10

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND TRACTOR SUPPLY OF TEXAS, LP

PROCEEDING: Action Item

SUBMITTED BY: City Staff

EXHIBITS: Resolution Second Reading

SUMMARY STATEMENT

City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Tractor Supply of Texas, LP. (EDC Director)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to pass a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Tractor Supply of Texas, LP. 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, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND TRACTOR SUPPLY OF TEXAS, LP.

On the 20th day of October, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, Lamesa Economic Alliance Project has deemed it in the best interest of the Lamesa Economic Alliance Project to enter into an Economic Incentive and Performance Agreement with Tractor Supply Co. of Texas, LP, to assist with the opening of a Tractor Supply business in Lamesa, Texas; and

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City to approve such Economic Incentive and Performance Agreement.

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

That the City Council of the City of Lamesa, Texas, hereby approves the Economic Incentive and Performance Agreement between Lamesa Economic Alliance Project and Tractor Supply Co. of Texas, LP, on the terms and conditions set out in the Economic Incentive and Performance Agreement attached hereto as Exhibit A.

Upon being put to a vote, the foregoing Resolution was Passed, on First Reading on the 20th day of October, 2020, by a majority vote; and then on the 24 day of November, 2020, there came on an was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the foregoing Resolution 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 Resolution was Passed on Second Reading and Adopted the 24th day of November, 2020, 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

ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

THIS Economic Incentive and Performance Agreement ("Agreement") is made and entered into by and between the Lamesa Economic Alliance Project, a Texas non-profit corporation ("LEAP"), and Tractor Supply Co. of Texas, LP, a Texas limited partnership, ("Tractor Supply"), effective as of the date the authorized representative for the LEAP signs this Agreement ("Effective Date").

RECITALS

WHEREAS, LEAP is a Type B economic development corporation, and a Texas non-profit corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the "Act"); as amended, and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean any "project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs"; and

WHEREAS, the LEAP board of directors has determined and found that the Project will create "primary jobs" as defined by Section 501.002 of the Act, and that the expenditures of the LEAP set forth in this Agreement are suitable or required for the development of a new business enterprise that will create or retain primary jobs, and fall within the definition of a "project" as defined in Section 505.155 of the Act; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEAP enters into an Agreement with Tractor Supply providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEAP's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEAP to Tractor Supply and a provision specifying the terms and conditions upon which repayment must be made should Tractor Supply fail to meet the agreed performance requirements specified in this Agreement; and

WHEREAS, Tractor Supply has applied to LEAP for financial assistance necessary for the opening of a Tractor Supply business within the approximate 22,389 square foot building located at 2306 North Lubbock Highway, Lamesa, Texas (hereinafter referred to as the "Property"), situated within the Pioneer Square Shopping Center, which shopping center is further described on Exhibit A, which Exhibit A is attached hereto and incorporated herein for all purposes; and

WHEREAS, the LEAP approved the provision of financial assistance to Tractor Supply consistent with this Agreement at its meeting held on September 14, 2020, which will provide to Tractor Supply, subject to Tractor Supply's satisfaction of certain conditions set forth herein, the necessary financial assistance for Tractor Supply to make the improvements to the Property that is necessary for the opening of the Tractor Supply business which is projected by Tractor Supply to create a minimum of five (5) full-time employment positions and eight (8) part-time employment positions; and

WHEREAS, Tractor Supply understands and agrees that: (a) in granting the financial assistance provided pursuant to this Agreement, LEAP is relying upon Tractor Supply's representations, warranties, and agreements, as set forth and provided for in this Agreement, and in the application presented to the LEAP; and

WHEREAS, the LEAP's Board of Directors has determined the financial assistance provided to Tractor Supply pursuant to this Agreement is consistent, and meets the definition of "project" as that term is defined in Section 505.155 of the Texas Local Government Code, as amended, and meets the definition of "cost" as that term is defined in Section 501.152 of the Texas Local Government Code, as amended; and

WHEREAS, Tractor Supply agrees and understands that Section 505.158 (b) of the Texas Local Government Code requires the City Council of the City of Lamesa, Texas, to approve all programs and expenditures of the LEAP which exceed \$10,000.00 ("City Council Approval"), and accordingly this Agreement is not effective until the City Council has approved this project and expenditure by resolution after giving the resolution at least two separate readings.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LEAP and Tractor Supply hereby agree as follows:

1. **Findings Incorporated.** The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

2. **Definitions.** The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement.** The word "Agreement" means this Economic Incentive and Performance Agreement, together with all exhibits attached hereto.

(c) **City.** The word "City" means the City of Lamesa, Texas. For purposes of this Agreement, the City's address is 601 S. 1st Street, Lamesa, Texas 79331.

(d) **Event of Default.** The phrase "Event of Default" means and includes any of the Events of Default set forth below.

(e) **Full-Time Employment Positions.** The words "Full-Time Employment Position" or "Full-Time Employment Positions" mean and include a job requiring a minimum of Two Thousand eighty (2,080) hours of work averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave, with full benefits.

(f) **LEAP.** "LEAP" shall mean the Lamesa Economic Alliance Project, a Type B economic development corporation, and a Texas non-profit corporation, its successors and assigns,

whose corporate address for the purposes of this Agreement is 123 Main Avenue, Lamesa, Texas 79331.

(g) Project. The word "Project" means the opening of a Tractor Supply store and business upon the Property that employs a minimum of 5 full-time and 8 part-time employees.

(h) Property. The word "Property" means the approximate 22,389 square foot building space located at 2306 North Lubbock Highway, Lamesa, Texas, as part of the Pioneer Square Shopping Center, which shopping center is described on Exhibit A attached hereto and incorporated herein for all purposes.

(i) Tractor Supply. The word "Tractor Supply" means Tractor Supply Co. of Texas, LP, a Texas limited partnership, the mailing address of which is 5401 Virginia Way, Brentwood, TN 37027-7536.

3. Term. This Agreement shall be effective as of the Effective Date, as is provided herein, and shall continue thereafter for a period of five (5) years from and after the date Tractor Supply opens its Lamesa, Texas, store for business, unless terminated sooner under the provisions hereof.

4. Tractor Supply's Representations and Obligations.

- (a) Tractor Supply has, or shall, acquire a lease of the Property.
- (b) Tractor Supply shall cause remodeling improvements to be made to the Property at an approximate cost of \$900,000.00 to Tractor Supply and its landlord.
- (c) Tractor Supply shall complete the improvements to the Property and obtain from the City of Lamesa a Certificate of Occupancy for such improvements by June 1, 2021.
- (d) Tractor Supply shall employ and maintain a minimum of five (5) full-time employees and eight (8) part-time employees within the first year of operation and continue maintenance of such minimum positions through the term of this Agreement.
- (e) Tractor Supply shall deliver to LEAP a written verification certifying the number of full-time and part-time employees working for Tractor Supply at its store in Lamesa, Texas, by December 31st of each year, (the "Compliance Verification"). The Compliance Verification may include quarterly IRS 941 returns or Texas Workforce Commission Employer Quarterly Reports.

5. LEAP's Representations and Obligations.

- (a) Financial Assistance. Conditioned upon Tractor Supply's performance of Tractor Supply's obligations set out in Paragraph 4 above, LEAP shall pay to Tractor Supply a maximum amount of One Hundred Twenty Thousand Dollars (\$120,000.00) to assist Tractor Supply with its costs directly related the making of

the improvements to the Property, hiring and training of employees, and other costs directly related to the Project.

(b) LEAP agrees to pay the \$120,000.00 as follows:

\$40,000.00 upon Tractor Supply's obtaining a Certificate of Occupancy from the City of Lamesa;

\$40,000.00 upon Tractor Supply's obtaining 5 full-time and 8 part-time employees; and

\$40,000.00 upon the six-month anniversary of Tractor Supply's obtaining the Certificate of Occupancy.

(c) In the event Tractor Supply complies with all of the terms and provisions of this Economic Incentive and Performance Agreement, LEAP shall forgive the sum of \$24,000.00 on December 31st of each year during the term of this agreement (each, a "Forgiveness Event"), first commencing December 31, 2020, and continuing for so long as to forgive the entirety of financial assistance provided by LEAP to Tractor Supply.

6. **Events of Default.** The following shall constitute an Event of Default under this Agreement:

(a) **Certificate of Occupancy.** Failure of Tractor Supply to obtain or cause to be obtained a Certificate of Occupancy from the City in accordance with Paragraph 4(c) of this Agreement.

(b) **Job Creation and Retention.** Failure of Tractor Supply to employ and maintain a minimum of five (5) full-time employees and eight (8) part-time employees through the term of this Economic Incentive and Performance Agreement in accordance with Paragraph 5(b).

(c) **Reimbursement for Qualified Expenditures Made to Property.** Failure of the LEAP to pay the sums set forth in Paragraph 5(b) of this Agreement to Tractor Supply in the amounts and times consistent with this Agreement.

(d) **False Statements.** Any warranty, representation, or statement made or furnished to one party by or on behalf of the other party under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished.

(e) **Insolvency.** Tractor Supply's or LEAP's insolvency, appointment of receiver for any part of Tractor Supply's property, any assignment for the benefit of creditors of Tractor Supply or LEAP, any type of creditor workout for Tractor Supply or LEAP, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Tractor Supply or LEAP.

(f) **Other Defaults.** Failure of Tractor Supply or LEAP to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Tractor Supply or LEAP to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between LEAP and Tractor Supply.

(g) Tractor Supply's failure to remain in good standing with the Comptroller of Public Accounts of the State of Texas or Tractor Supply's failure to maintain its charter, certificate or registration with the Secretary of State of Texas as an active entity.

6. **Termination of Agreement by LEAP Without Default.** LEAP may terminate this Agreement without an Event of Default by Tractor Supply and effective immediately if any state or federal statute or regulation, or final, non-appealable and binding case law, renders this Agreement illegal.

Termination of this Agreement by LEAP under this Paragraph 8 shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that (i) Tractor Supply shall be entitled to receive from LEAP any financial assistance due Tractor Supply through the date of termination; and (ii) LEAP and Tractor Supply agree to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible under applicable state law.

7. **Indemnification.** Tractor Supply shall indemnify, save, and hold harmless LEAP, its directors, officers, agents, attorneys, and employees (collectively, the "LEAP Indemnitees") from and against: (i) claims, demands, actions or causes of action that are asserted against any LEAP Indemnatee to the extent the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of LEAP's financial assistance by Tractor Supply or its agents and employees; (ii) an administrative or investigative proceeding by any governmental authority to the extent directly or indirectly related, to a claim, demand, action or cause of action in which LEAP is a disinterested party; (iii) a claim, demand, action or cause of action which contests or challenges the legal authority Tractor Supply to enter into this Agreement; and (iv) liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any LEAP Indemnatee suffers or incurs as a result of any of the foregoing; provided, however, that Tractor Supply shall have no obligation under this Paragraph to any LEAP Indemnitees with respect to any of the foregoing arising out or resulting from of the negligence or misconduct of LEAP Indemnitees or the breach by LEAP of this Agreement. If any claim, demand, action or cause of action is asserted against any LEAP Indemnatee, such LEAP Indemnatee shall promptly notify Tractor Supply in writing, but the failure to so promptly notify Tractor Supply in writing shall not affect Tractor Supply's obligations under this Paragraph unless such failure materially prejudices Tractor Supply's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Tractor Supply in writing, as long as no Default or Event of Default shall have occurred and be continuing, such LEAP Indemnatee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Tractor Supply to participate in such contest. Any LEAP Indemnatee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Tractor Supply may be liable for payment of indemnity hereunder shall promptly give Tractor Supply written notice of the terms of such proposed settlement or compromise and shall not settle or compromise such claim or proceeding without Tractor Supply's advance written agreement as to the terms of settlement or compromise. Any failure

to secure the advance written agreement as to the terms of any such settlement or compromise shall automatically extinguish Tractor Supply's obligations under this Paragraph as to such settled or compromised claim, demand, action or cause of action.

8. City Council Approval. LEAP agrees to diligently pursue City Council Approval and shall provide Tractor Supply with prompt notice of receipt of City Council Approval.

9. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dawson County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Dawson County, Texas.

(c) Assignment. The rights and obligations of Tractor Supply under this Agreement may not be assigned by Tractor Supply without the express written consent of LEAP, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tractor Supply may assign the rights and obligations under this Agreement with notice to LEAP if such assignment is to an entity which is a subsidiary or parent company to or affiliated with Tractor Supply.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Tractor Supply warrants and represents that the individual or individuals executing this Agreement on behalf of Tractor Supply has full authority to execute this Agreement and bind Tractor Supply to the same. LEAP warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind LEAP to the same.

(e) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. Notarization and/or witnessing of the signature of Tractor Supply Company, or any subsidiary thereof, of this document, if any, were executed in compliance with Executive Order No. 64 by Tennessee Governor Bill Lee, dated September 29, 2020, which Executive Order allows for remote notarization and witnessing of documents in response to COVID-19.

(g) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified

Economic Incentive and Performance Agreement – Tractor Supply

with return receipt requested, and addressed to the addresses for the parties as provided for in this Agreement.

(h) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) Survival. All warranties, representations, and covenants made by Tractor Supply and LEAP in this Agreement or in any certificate or other instrument delivered by one party to the other party under this Agreement shall be considered to have been relied upon by the parties hereto and will survive the making of this Agreement, regardless of any investigation made by either party or on either party's behalf.

(j) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(k) In accordance with Section 501.157 of the Local Government Code of the State of Texas, you are hereby notified that if a default occurs in the performance of this Agreement, the payment or performance may be enforced by:

(1) mandamus; or

(2) the appointment of a receiver in equity with the power to:

(a) charge or collect rents, purchase price payments and loan payments; and

(b) apply the revenue from the project in accordance with the note, mortgage or performance agreement.

[Signature Page to Follow]

SIGNATURE PAGE
ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

EXECUTED to be effective as of this ___ day of October, 2020.

Tractor Supply Co. of Texas, LP,
a Texas limited partnership

By: Tractor Supply Company,
a Delaware corporation, its General Partner

By: _____
Mary L. Mitchell,
Vice President, Legal – Real Estate

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally, or via audio-video communication, appeared Mary L. Mitchell, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the Vice President, Legal – Real Estate, of Tractor Supply Company, a Delaware corporation, and that she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as general partner of Tractor Supply Co. of Texas, LP, by herself as Vice President, Legal – Real Estate of Tractor Supply Company.

In Witness Whereof, I hereunto set my hand and official seal this _____ day of October, 2020.

Notary Public, State of Tennessee

SIGNATURE PAGE
ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

Lamesa Economic Alliance Project,
a Texas non-profit corporation

By: _____
Scott Leonard, President

STATE OF TEXAS

COUNTY OF DAWSON

This instrument was acknowledged before me on the ____ day of October, 2020, by Scott Leonard, as President of the Board of Directors of Lamesa Economic Alliance Project, a Texas non-profit corporation, on its behalf.

Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION

Beginning at (N:6975076.76\E:908077.76") a 1/2" iron rod with cap marked "ASB 5689" set in the north right of way line of North 22nd Street (F.M. 2592) and the east right of way line of Woody Road (Ranch Road 179) at the southwest corner of said Block 1, First Northridge Addition for the southwest corner of this tract;

Thence North 07°32'16" West with the east right of way line of said Woody Road, a distance of 500.44 feet to a 1/2" iron rod found for a point of deflection in the west line of this tract;

Thence North 12044'56" West with the east right of way line of said Woody Road, a distance of 271.27 feet to a 1/2" iron rod with cap marked "ASB 5689" set in the south right of way line of a 20 Foot Alley at the northeast corner of said Block 1 for the northeast corner of this tract;

Thence North 78°05'39" East with the south line of said 20 Foot Alley, a distance of 9.94 feet to a spindle set for a point of curvature in the north line of this tract;

Thence with a curve to the right in a northeasterly direction along the south right of way line of said 20 Foot Alley, said curve having a radius length of 889.57 feet, an arc length of 124.24 feet, a delta angle of 08°00'08", and a chord length of 124.14 feet bearing North 81°14'52" East to a 1/2" iron rod with cap marked "ASB 5689" set for a point of tangency in the north line of this tract;

Thence North 85014'29" East with the south right of way line of said 20 Foot Alley, a distance of 484.97 feet to a 1/2" iron rod with cap marked "ASB 5689" set at the end of the east right of way line of North Hartford Avenue and the northwest corner of a 1.39 acre tract in said Block 1 recorded in Volume 309 Page 143, Deed Records, being the northeast corner of this tract;

Thence South 04°33'02" East with the west line of said 1.39 acre tract, a distance of 11.14 feet to a 1/2" iron rod with cap marked "ASB 5689" set for a point of deflection in the east line of this tract;

Thence South 01°05'29" West with the west line of said 1.39 acre tract, a distance of 242.89 feet to a point for the southwest corner of said 1.39 acre tract, being a point of deflection in the east line of this tract;

Thence South 63°09'30" East with the south line of said 1.39 acre tract, a distance of 149.86 feet to a point in the west right of way line of Lubbock Highway (US Highway 87) at the southeast corner of said 1.39 acre tract for a point of deflection in the east line of this tract;

Thence South 26048'57" West with the west right of way line of said Lubbock Highway, a distance of 454.81 feet to a point in the north right of way line of said North 22nd Street for the southeast corner of said Block 1 and being the southeast corner of this tract;

Thence South 77°11'30" West with the north right of way line of said North 22nd Street, a distance of 425.60 feet to the Point of Beginning. Containing 9.74 acres of land

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 11

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND PREMIER FORD OF TEXAS, LLC:

PROCEEDING: Action Item

SUBMITTED BY: City Staff

EXHIBITS: Resolution First Reading

City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Premier Ford of Texas, LLC. (EDC Director)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to pass a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and Premier Ford of Texas, LLC. 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, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND PREMIER FORD OF TEXAS, LLC.

On the 24th day of November, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, Lamesa Economic Alliance Project has deemed it in the best interest of the Lamesa Economic Alliance Project to enter into an Economic Incentive and Performance Agreement with Premier Ford. of Texas, LLC, to assist with the opening of a Premier Ford business in Lamesa, Texas; and

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City to approve such Economic Incentive and Performance Agreement.

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

That the City Council of the City of Lamesa, Texas, hereby approves the Economic Incentive and Performance Agreement between Lamesa Economic Alliance Project and Premier Ford of Texas, LLC, on the terms and conditions set out in the Economic Incentive and Performance Agreement attached hereto as Exhibit A.

Upon being put to a vote, the foregoing Resolution was Passed, on First Reading on the 24th day of November, 2020, by a majority vote; and then on the 15th day of December, 2020, there came on an was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the foregoing Resolution 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 Resolution was Passed on Second Reading and Adopted the 15th day of December , 2020, 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

ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

THIS Economic Incentive and Performance Agreement (“Agreement”) is made and entered into by and between the Lamesa Economic Alliance Project, a Texas non-profit corporation (“LEAP”), and Premier Automotive of Lamesa, LLC, a Texas limited liability company, (“Premier Automotive”), effective as of the date the authorized representative for the LEAP signs this Agreement (“Effective Date”).

RECITALS

WHEREAS, LEAP is a Type B economic development corporation, and a Texas non-profit corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”); as amended; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean any project that the board of directors in the board’s discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs; and

WHEREAS, the LEAP board of directors has determined and found that the Project will create jobs as defined by Section 505.155 of the Act, and that the expenditures of the LEAP set forth in this Agreement are suitable or required for the development of a new business enterprise that will create or retain primary jobs, and fall within the definition of a “project” as defined in Section 505.155 of the Act; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEAP enters into an Agreement with Premier Automotive providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEAP’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEAP to Premier Automotive and a provision specifying the terms and conditions upon which repayment must be made should Premier Automotive fail to meet the agreed performance requirements specified in this Agreement; and

WHEREAS, Premier Automotive has applied to LEAP for financial assistance necessary for the opening of a Ford dealership and accessory shop business to be located at 1207 South Lynn Avenue, Lamesa, Texas, on the property described on Exhibit A, which Exhibit A is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Property”); and

WHEREAS, the LEAP Board of Directors approved the provision of financial assistance to Premier Automotive consistent with this Agreement at its meeting held on November 9, 2020, which will provide to Premier Automotive, subject to its satisfaction of certain conditions set forth herein, the necessary financial assistance for Premier Automotive to make the improvements to the Property and provide job training that is necessary for the opening of the Premier Automotive business which is projected by Premier Automotive to create a minimum of thirty (30) full-time employment positions; and

WHEREAS, Premier Automotive understands and agrees that: (a) in granting the financial assistance provided pursuant to this Agreement, LEAP is relying upon Premier Automotive’s

representations, warranties, and agreements, as set forth and provided for in this Agreement, and in the application presented to the LEAP; and

WHEREAS, the LEAP's Board of Directors has determined the financial assistance provided to Premier Automotive pursuant to this Agreement is consistent, and meets the definition of "project" as that term is defined in Section 505.155 of the Texas Local Government Code, as amended, and meets the definition of "cost" as that term is defined in Section 501.152 of the Texas Local Government Code, as amended; and

WHEREAS, Premier Automotive agrees and understands that Section 505.158 (b) of the Texas Local Government Code requires the City Council of the City of Lamesa, Texas, to approve all programs and expenditures of the LEAP which exceed \$10,000.00, and accordingly this Agreement is not effective until the City Council has approved this project and expenditure by resolution after giving the resolution at least two separate readings.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEAP and Premier Automotive hereby agree as follows:

1. **Findings Incorporated.** The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

2. **Definitions.** The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement.** The word "Agreement" means this Economic Incentive and Performance Agreement, together with all exhibits attached hereto.

(c) **City.** The word "City" means the City of Lamesa, Texas. For purposes of this Agreement, the City's address is 601 S. 1st Street, Lamesa, Texas 79331.

(d) **Event of Default.** The phrase "Event of Default" means and includes any of the Events of Default set forth below.

(e) **Full-Time Employment Positions.** The words "Full-Time Employment Position" or "Full-Time Employment Positions" mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave, with full benefits.

(f) **LEAP.** "LEAP" shall mean the Lamesa Economic Alliance Project, a Type B economic development corporation, and a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 123 Main Avenue, Lamesa, Texas 79331.

(g) Project. The word “Project” means the opening of a Ford dealership and accessory business upon the Property that employs a minimum of thirty (30) full-time employees.

(h) Property. The word “Property” means the property located at 1207 South Lynn Avenue, Lamesa, Texas, owned or leased by Premier Ford.

(i) Premier Automotive. “Premier Automotive” means Premier Automotive of Lamesa, LLC, whose mailing address is 1207 South Lynn Avenue, Lamesa, Texas 79331.

3. Term. This Agreement shall be effective as of the Effective Date, as is provided herein, and shall continue thereafter for a period of three (3) years from and after the date Premier Automotive opens its Lamesa, Texas, dealership for business, unless terminated sooner under the provisions hereof.

4. Premier Automotive’s Representations and Obligations.

- (a) Premier Automotive has, or shall, acquire a lease or ownership of the Property.
- (b) Premier Automotive shall cause remodeling improvements to be made to the Property.
- (c) Premier Automotive shall complete obtain from the City of Lamesa a Certificate of Occupancy.
- (d) Premier Automotive shall employ and maintain a minimum of thirty (30) full-time employees through the term of this Agreement.
- (e) Premier Automotive shall deliver to LEAP a written verification certifying the number of full-time employees working for Premier Automotive at its dealership in Lamesa, Texas, by December 31 of each year, (the “Compliance Verification”). The Compliance Verification may include quarterly IRS 941 returns or Texas Workforce Commission Employer Quarterly Reports.

5. LEAP’s Representations and Obligations.

- (a) Financial Assistance. Conditioned upon Premier Automotive’s performance of Premier Automotive’s obligations set out in Paragraph 4 above, LEAP shall pay to Premier Automotive a maximum amount of Twenty-five Thousand Dollars (\$25,000.00) to assist Premier Automotive with its costs directly related the making of the improvements to the Property, hiring and training of employees, and other costs directly related to the Project.
- (b) LEAP agrees to pay the \$25,000.00 in a lump sum upon Premier Automotive’s obtaining a Certificate of Occupancy from the City of Lamesa and the expiration of the 60-day period required by law for Type B projects which date is January 6, 2021.

- (c) In the event Premier Automotive complies with all of the terms and provisions of this Economic Incentive and Performance Agreement, LEAP shall forgive the sum of \$8,333.33 at the end of each year during the term of this agreement.

6. Events of Default. The following shall constitute an Event of Default under this Agreement:

- (a) Certificate of Occupancy. Failure of Premier Automotive to obtain a Certificate of Occupancy from the City.

- (b) Job Creation and Retention. Failure of Premier Automotive to employ and maintain a minimum of thirty (30) full-time employees through the term of this Economic Incentive and Performance Agreement.

- (c) Reimbursement for Qualified Expenditures Made to Property. Failure of the LEAP to pay the sums set forth in Paragraph 5(b) of this Agreement to Premier Ford.

- (d) False Statements. Any warranty, representation, or statement made or furnished to one party by or on behalf of the other party under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished.

- (e) Insolvency. Premier Automotive's or LEAP's insolvency, appointment of receiver for any part of Premier Automotive's property, any assignment for the benefit of creditors of Premier Automotive or LEAP, any type of creditor workout for Premier Automotive or LEAP, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Premier Automotive or LEAP.

- (f) Other Defaults. Failure of Premier Automotive or LEAP to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of Premier Automotive or LEAP to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between LEAP and Premier Ford.

- (g) Premier Automotive's failure to remain in good standing with the Comptroller of Public Accounts of the State of Texas or Premier Automotive's failure to maintain its charter, certificate or registration with the Secretary of State of Texas as an active entity.

6. Effect of an Event of Default. In the event of a default by Premier Ford, LEAP shall give written notice to Premier Automotive of the Event of Default, and Premier Automotive shall repay to LEAP all amounts previously paid by LEAP to Premier Ford, less the sum of \$8,333.33 per year for each year Premier Automotive has performed its obligations under this Agreement. Such amounts shall be repaid to LEAP within 90 days following Premier Automotive's receipt of the notice of default. In the event LEAP defaults and is unable or unwilling to cure said Event of Default within the prescribed time period, Premier Automotive shall have the right to exercise all rights and remedies available at law or in equity, including, but not limited to, the right of specific performance.

7. **Termination of Agreement by LEAP Without Default.** LEAP may terminate this Agreement without an Event of Default by Premier Automotive and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal.

Termination of this Agreement by LEAP under this Paragraph 8 shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that (i) Premier Automotive shall be entitled to receive from LEAP any financial assistance due Premier Automotive through the date of termination; and (ii) LEAP and Premier Automotive agree to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible under applicable state law.

8. **Indemnification.** Premier Automotive shall indemnify, save, and hold harmless LEAP, its directors, officers, agents, attorneys, and employees (collectively, the “LEAP Indemnitees”) from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any LEAP Indemnatee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of LEAP’s financial assistance by Premier Automotive or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which LEAP is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of LEAP or Premier Automotive to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and disbursements) that any LEAP Indemnatee suffers or incurs as a result of any of the foregoing; provided, however, that Premier Automotive shall have no obligation under this Paragraph to LEAP with respect to any of the foregoing arising out of the negligence or misconduct of LEAP or the breach by LEAP of this Agreement. If any claim, demand, action or cause of action is asserted against any LEAP Indemnatee, such LEAP indemnatee shall promptly notify Premier Ford, but the failure to so promptly notify Premier Automotive shall not affect Premier Automotive’s obligations under this Paragraph unless such failure materially prejudices Premier Automotive’s right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided.

9. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dawson County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Dawson County, Texas.

(c) Assignment. The rights and obligations of Premier Automotive under this Agreement may not be assigned by Premier Automotive

(d) without the express written consent of LEAP.

(e) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Premier Automotive warrants and represents that the individual or individuals executing this Agreement on behalf of Premier Automotive has full authority to execute this Agreement and bind Premier Automotive to the same. LEAP warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind LEAP to the same.

(f) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed to the addresses for the parties as provided for in this Agreement.

(i) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) Survival. All warranties, representations, and covenants made by Premier Automotive and LEAP in this Agreement or in any certificate or other instrument delivered by one party to the other party under this Agreement shall be considered to have been relied upon by the parties hereto and will survive the making of this Agreement, regardless of any investigation made by either party or on either party's behalf.

(k) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(k) In accordance with Section 501.157 of the Local Government Code of the State of Texas, you are hereby notified that if a default occurs in the payment of the principal or interest on the note or in the performance of any agreement contained in the note, mortgage or performance agreement, the payment or performance may be enforced by:

(1) mandamus; or

- (2) the appointment of a receiver in equity with the power to:**
- (a) charge or collect rents, purchase price payments and loan payments; and**
 - (b) apply the revenue from the project in accordance with the note, mortgage or performance agreement.**

[Signature Page to Follow]

EXECUTED to be effective as of the _____ day of November, 2020.

Premier Automotive of Lamesa, LLC
a Texas limited liability company

By: _____
Darrin Epley, Manager

Lamesa Economic Alliance Project,
a Texas non-profit corporation

By: _____
Scott Leonard, President

STATE OF TEXAS

COUNTY OF DAWSON

This instrument was acknowledged before me on this the _____ day of November, 2020, by Darrin Epley, as Manager of Premier Automotive of Lamesa, LLC, a Texas limited liability company.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DAWSON

This instrument was acknowledged before me on the _____ day of November, 2020, by Scott Leonard, as President of the Board of Directors of Lamesa Economic Alliance Project, a Texas non-profit corporation, on its behalf.

Notary Public, State of Texas

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 12

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY HELD IN TRUST BY THE CITY OF LAMESA AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE TAX DEEDS AND TO TAKE SUCH ACTIONS REQUIRED TO EFFECT THE CONVEYANCE OF SUCH REAL PROPERTY

PROCEEDING: Action Item

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to consider passing a Resolution authorizing the conveyance of various parcels of real property held in trust by the City of Lamesa and authorizing the Mayor of the City to execute tax deeds and to take such actions required to effect the conveyance of such real property. (*City Manager*)

Motion by Council Member _____ to authorize the conveyance of various parcels of real property held in trust by the City of Lamesa and authorizing the Mayor of the City to execute tax deeds and to take such actions required to effect the conveyance of such real property. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY HELD IN TRUST BY THE CITY OF LAMESA AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE TAX DEEDS AND TO TAKE SUCH ACTIONS REQUIRED TO EFFECT THE CONVEYANCE OF SUCH REAL PROPERTY.

On the 8th day of September, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City of Lamesa is the owner of the following described parcels of land situated within the limits of the City of Lamesa (the "Property") which Property the City of Lamesa is holding in Trust for the use and benefit of each taxing entity in Dawson County, Texas, to-wit:

Tract One: Lot Nine (9), and Ten (10) in Block Two (2) to the Evening Side Addition, to the Town of Lamesa, Dawson County, Texas; and

WHEREAS, offers have been received by the taxing entities for the purchase of the Property and the City of Lamesa wishes to accept such offers.

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

SECTION 1: The City of Lamesa, Texas, accept the following offers to purchase the above described tracts of land:

- A.) Offer from Leslie Hernandez to purchase all of Lot Nine (9) and Ten (10) in Block Two (2) of the Evening Side Addition, to the Town of Lamesa, Dawson County, Texas; for the price and sum \$1,200.00

SECTION 2: The above described tracts of land be sold to the above individuals for the amounts specified above.

SECTION 3: The Mayor of the City of Lamesa, Texas, be, and is hereby, authorized to make, execute and deliver Tax Deeds and to take such actions as may be required to effect the conveyance of the above described tracts of land.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 8th day of September, 2020, by majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas, and recorded in the resolution book thereafter.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §

§

COUNTY OF DAWSON §

WHEREAS, by a Warrant issued out of the 106th Judicial District Court of Dawson County, Texas; in Cause No. 20-05-20592 styled City of Lamesa, et al, vs. Owners of Various Properties Located Within the City Limits of Lamesa, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 18th day of May, 2020, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 18th day of May, 2020 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$1,200.00)**, said amount being the highest and best offer received from **Lezlee Hernandez, 1212 N 7th Street, Lamesa, Texas 79331**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lots Nine (9) and Ten (10), in Block Two (2), to the Evening Side Addition, to the Town of Lamesa, Dawson County, Texas (R2135)

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Lezlee Hernandez, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant to all taxing units which were a party of said Warrant and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this ____ day of _____, 2020.

CITY OF LAMESA

By: _____
Josh Stevens, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Josh Stevens, Mayor, on behalf of CITY OF LAMESA in its capacity therein stated.

Notary Public, State of Texas



Management Info:

Status: Trust

Best Process: Sign

Best Process Type:

Progress:

Property Info:

City: Lamesa

Cad Property Id: 2135

CAD Value: 4,160

Site Description: 614 S Avenue K, Lamesa, TX 79331, USA

Owner Info: MARTIN AND GLORIA ARREDONDO

Legal Description: Lots Nine (9) and Ten (10), in Block Two (2), to the Evening Side Addition, to the Town of Lamesa, Dawson County, Texas (2135)

Homestead: No

Site Structure: Yes

Non Affixed Material: Yes

Litigation Info:

Case Number: 20-05-20592

Judgement Date: 05/18/2020

Sale Date: 07/07/2020

Sheriff's Deed Date: 01/01/2000

Redemption Date: 07/09/2000

Court: 106th

Style Plaintiff: City of Lamesa, et al

Style Defendant: Owners of Various Properties Located Within the City Limits of Lamesa, Texas

Sheriff's Deed Volume:

Tax Due: No

Delinquent: Yes

Litigation: No

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 13

SUBJECT: WEST TEXAS OPPORTUNITIES - RENEWAL LEASE AGREEMENT:

PROCEEDING: Resolution

SUBMITTED BY: City Manager

EXHIBITS: Resolution/Agreement

AUTHORITY: City Charter

SUMMARY STATEMENT

Consider passing a resolution approving and authorizing the Mayor to enter into a lease agreement with West Texas Opportunities, Inc. for the Head Start Facility at South East 14th Street and Detroit Ave. (*City Manager*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a resolution and authorizing the Mayor to enter into a lease agreement with West Texas Opportunities, Inc. for the Head Start Facility at South East 14th Street and Detroit Av. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO. R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING A LEASE AGREEMENT WITH WEST TEXAS OPPORTUNITIES, INC., AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE SUCH LEASE AGREEMENT.

On this the 24th day of November, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the City of Lamesa, Texas, and West Texas Opportunities, Inc., have a lease agreement whereby said West Texas Opportunities, Inc. leases the following described property from the City of Lamesa, to-wit:

That Building commonly known as the Hollis-Carver Community Center located in the Hollis Carver Park, and located upon that 7.52 acre-tract owned by the City of Lamesa out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T-5-N, T. & P. Ry Co. Survey, in Dawson County, Texas; and

WHEREAS, the City of Lamesa and West Texas Opportunities, Inc. wish to extend said lease agreement for an additional five-year period on the same terms as the current lease agreement, to provide for the continuation of the Day Care and Head Start Center Services operated on said property; and

WHEREAS, it is the desire of the City Council of the City of Lamesa, Texas, to authorize Josh Stevens, Mayor of the City of Lamesa, to execute all instruments required to extend said lease agreement; and

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

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

The Lease Agreement between the City of Lamesa and West Texas Opportunities, Inc., be extended for an additional five-year term upon the same terms and conditions as the existing Lease Agreement; and

Josh Stevens, as Mayor of the City of Lamesa, Texas, be, and he is hereby, authorized to execute such Lease Agreement with West Texas Opportunities, Inc.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 24th day of November, 2020, 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

LEASE AGREEMENT

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF DAWSON X

THAT THIS IS EVIDENCE IN WRITING of a Lease Agreement entered into this day by and between the **CITY OF LAMESA**, hereafter called Lessor, and **WEST TEXAS OPPORTUNITIES, INC.**, hereafter called Lessee.

W I T N E S S E T H

Lessor is the owner of the following described property, to wit:

That Building commonly known as the Hollis Carver Community Center located in Hollis Carver Park and situated upon the following described premises, to-wit:

Being 7.52 acres of land out of the Northeast One-fourth (NE/4) of Section Seven (7), Block No. Thirty-five (35), Township-5-North, T. & P. Railway Company Survey in Dawson County, Texas, and being described by metes and bounds as follows:

BEGINNING at an I. P. set for the S. E. corner of the N. E. /4 of Section 7, and the N. E. corner of the S. E. /4 of said Section 7, from wh. an I. P. set for the N. E. corner of Section 6, Block 35, T-5-N, brs. N. 15 degrees of 02' W. 2851.2 yrs.;

THENCE N. 15 degrees 02' W. 626.1' to an I. P. set in the East line of Section 7, and the West line of Section 8, Block 35, T-5-N, for the N. E. corner of this tract and the N. S. E. corner of Hollis Addition to the City of Lamesa

THENCE S. 74 degrees 58' W. along the S. line of S. 13th Street 294.61 to an I. P. set for the N. N. W. corner of this tract;

THENCE S. 15 degrees 02' E. 102.6' to an I. P. set for an interior corner of this tract;

THENCE S. 74 degrees 58' W. 150' to an I. P. set in the East line of Detroit Avenue for a corner of this tract;

THENCE S. 15 degrees 02' E. 297.4' to an I. P. set for the S. S. E. corner of Hollis Addition and a corner of this tract;

THENCE S. 74 degrees 58' W. 286' W. to an I. P. set for the S. N. W. corner of this tract and being the S. W. corner of Block 6, Hollis Addition;

THENCE S. 15 degrees 02' E. 226.1 feet to an I. P. set in the S. line of the N. E. 1/4 Sec. 7, for the S. W. corner of this tract;

THENCE N. 74 degrees 58' E. 730.6' to the Place of Beginning and containing 7.52 acres of land, more or less;

which Lessor hereby leases and lets unto the Lessee and Lessee hereby leases from Lessor, on the following terms and conditions:

1.

The term of this Lease shall be five (5) years, commencing on December 1, 2020 and terminating on December 31, 2025, unless sooner terminated as provided in this Lease, provided however, either party to this Lease Agreement shall have the right to cancel this Lease upon thirty (30) days written notice to the other party hereto.

2.

As rental for the above described premises, Lessee shall pay the Lessor the sum of \$1.00 per year for each year of the term of this Lease, with such amount being payable annually, in advance, on or before the 1st day of each year of this Lease at the office of the City Secretary of the City of Lamesa, Texas

3.

The above described premises shall be occupied by Lessee for the purpose of operating, on a non-profit basis, a Day Care and Head Start Center and not otherwise. Lessee, its agents, employees, successors and assigns, shall not permit waste or injury to the leased premises during the time hereof, nor use the premises for any illegal purpose.

4.

The use of the above described property is subject to all ordinances and restrictions which may have been, or may be, imposed by the City Council of the City of Lamesa.

5.

Lessee shall have no right to assign or sub-let the above described property without the prior written consent of the Lessor.

6.

During the term of this Lease, Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewage, and all other utilities used on the leased premises.

7.

In connection with Lessee's operations of a Day Care and Head Start Center on the above described property, it shall be Lessee's responsibility to furnish said premises

in a manner necessary to achieve such objective, and Lessee shall be responsible for adequately staffing same, providing janitorial services, and shall maintain same in a clean and health manner and in compliance with all Governmental regulations incident to the operation of a Day Care and Head Start Center.

8.

Lessor and Lessee agree that the Lessee has made certain improvements upon the leased premises in the past and Lessee shall have the right from time to time to make improvements upon said building provided that such improvements shall first be approved by Lessor and the costs of such improvements shall be paid by Lessee. All improvements made upon the leased premises shall, upon termination of this Lease Agreement, become the property of Lessor except as herein provided.

Lessor and Lessee agree that during the term of this Lease, Lessee shall have the right to locate one or more portable buildings upon the above described real property and all of such portable buildings shall remain the personal property of Lessee, shall not become part of the real estate described above, and may be removed by Lessee upon termination or expiration of this Lease, provided Lessee is not in default of any term or provision hereof.

Lessee shall have a period of 60 days from and after the termination or expiration of this Lease to remove all of such portable buildings from the leased premises, and in the event Lessee fails to remove such personal property within such period of time, ownership of such property shall, at Lessor's option, vest in Lessor, its successors and assigns, upon the expiration of such time. Lessor, at its option, may decline to not take ownership of such property and require Lessee to remove such property even after the expiration of such 120 day period. It is further agreed that such Lessee shall be the sole owner of such portable buildings, shall be totally responsible for their repair, maintenance, upkeep and condition and shall hold such Lessor harmless from any and all loss, cost, expense or liability of any kind and character caused by the location of such portable buildings upon such premises or caused by their use by such Lessee for its intended purposes.

9.

At all times during the term of this Lease, lessee shall keep and maintain, or cause to be kept and maintained, the leased premises in a good state of appearance and repair, reasonable wear and tear excepted, at Lessee's own expense. Lessee will, at Lessee's own cost and expense, maintain the outside walls, roof and structural members of the building in as good a condition as they are in at the time of the execution of this Lease and Lessee agrees to repair all structural damages as soon as reasonably possible after such damage occurs.

Lessee shall be responsible for making all necessary repairs to the leased premises during the term of this Lease.

Lessor shall have no obligation and shall not be responsible for making any repairs to the above described premises and its appurtenances during the term of this Lease Agreement or any extension thereof.

10.

In the event that during the term of this Lease, the above described premises should be destroyed or be so badly damaged as to render the above described premises unusable by the Lessee for its intended purposes, then this Lease Agreement shall become null and void and neither party hereto shall have any further obligations hereunder; but in the event the premises should be damaged and such damage can be repaired within thirty (30) days from the date such damage occurred and Lessee desires to correct or repair the damage, then Lessee shall have the right to correct or repair the damage at Lessee's own cost and expense. Any such corrections or repairs shall be made by Lessee without any right to reimbursement from Lessor. All such corrections or repairs shall be made with the prior consent of Lessor and within specifications prescribed by Lessor. All such corrections or repairs shall become the property of Lessor and shall remain with the premises upon the expiration of the term of this Lease. However, if the leased premises should be destroyed or badly damaged and Lessee decides not to correct or repair such damages, Lessee shall not be obligated to correct or repair such damages as long as such damage or loss occurs through no fault of the Lessee.

11.

Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the leased premises, or any part of the leased premises, or caused by any defect in any building, structure, improvement, equipment, or facility on the leased premises or caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in a safe condition. Lessee waives all claims and demands on its behalf against Lessor for any such loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and -expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury, including reasonable attorney's fees for the defense of such claims and demands. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

At all times during the term of this Lease, Lessee shall provide and maintain in force during the term of this Lease, liability insurance covering Lessor and Lessee for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Lessee and approved by Lessor, and shall be paid by Lessee. The insurance provided pursuant to this section shall be in the amount of not less than \$100,000.00 for property damage and not less than \$300,000.00 for personal injury. This insurance shall protect Lessor and Lessee against liability to any employees or servants of Lessee and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the leased premises.

12.

Lessor reserves the use of the swimming pool area of the leased premises so long as such use does not interfere with Lessee's use of the premises.

13.

Lessor shall have the right from time to time to enter upon the leased premises for the purpose of making inspections of the leased premises in order to make certain that Lessee is complying with its obligations hereunder.

14.

Lessee agrees that it will, at the expiration of this Lease, or upon termination pursuant to the provisions hereof, peaceably vacate the leased premises and leave the premises in as good a condition as the premises are in at the time of the execution of this Lease, reasonably wear and tear and damages by accidental fire or unavoidable accident is accepted.

15.

In the event of any default by Lessee of any of the covenants or provisions of this Lease, and Lessee remains in default for a period of ten (10) days after receiving written notice from Lessor demanding Lessee cure such default, then Lessor may declare this Lease Agreement terminated and shall have the right, without notice or demand, to re-enter the above described premises and remove the Lessee from the above described premises and Lessor shall have no further obligations hereunder.

16.

For any and all notices required to be given under the terms of this Lease Agreement, the mailing address of Lessor is:

601 South First St., Lamesa, Texas, 79331;

and the mailing address of Lessee is:

603 North 4th St.

17.

If, as a result of the breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce such party's rights under this Lease Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Lease.

EXECUTED this 24th day of November, 2020 at Lamesa, Dawson County, Texas.

ATTEST:

CITY OF LAMESA

Betty Conde
City Secretary

Josh Stevens
Mayor

LESSOR

ATTEST:

WEST TEXAS OPPORTUNITIES, INC.

Secretary

President

LESSEE

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 14

SUBJECT: **TREE LAYOUT**
PROCEEDING:
SUBMITTED BY: City Staff
AUTHORITY: Estimate & Site Plan

SUMMARY STATEMENT

City Council to consider approving the proposal for tree planting along North 22nd Street and Highway 87. (*City Manager*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the proposal for tree planting along North 22nd Street and Highway 87.. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.



Date **11/10/2020**
Ordered By:
PO Number:
Home Telephone:
Mobile Telephone:
Email:

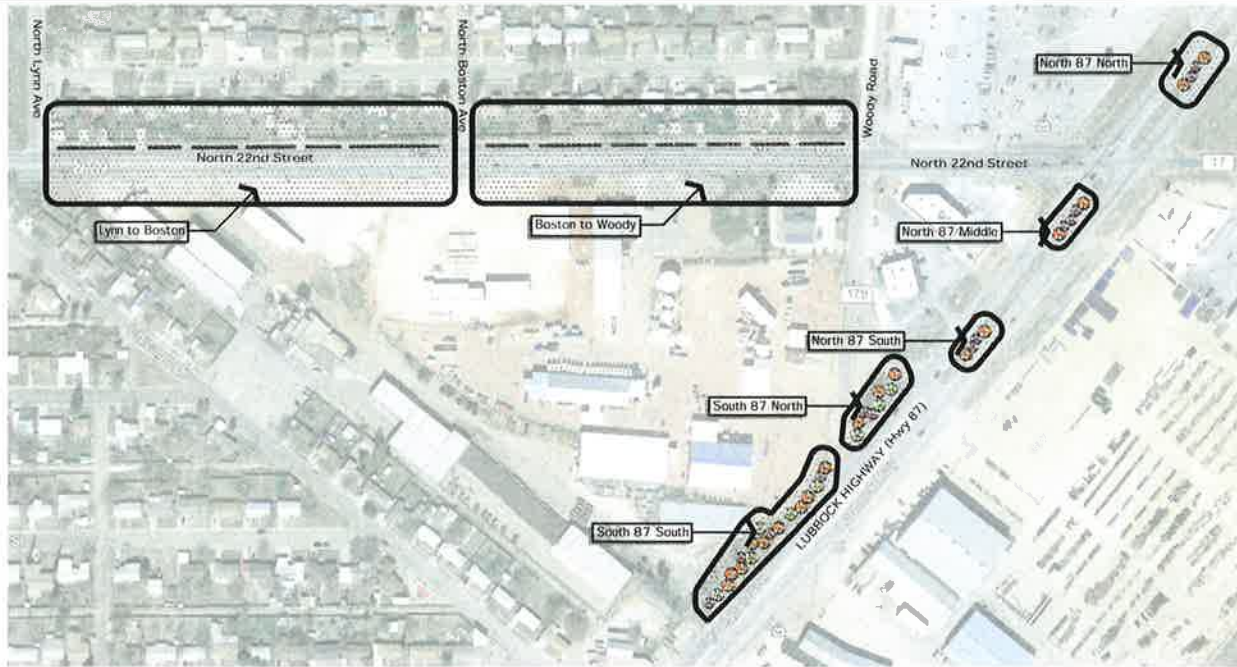
ESTIMATE

City of Lamesa
North 22nd Street and Hwy 87
Lamesa TX

TTP Salesperson: **Scott Scarborough, ASLA**

Tom's Tree Place
5104 34th Street Lubbock, Texas 79410
806.799.3677 - Voice 806.799.8743 - Fax
www.tomstreeplace.com





Quantity	Description	Comments	Size	Unit Cost	Line Total
18	Cedar Elm		3-4" Cal	\$312.50	\$5,625.00
13	Chinese Pistache		3-4" Cal	\$312.50	\$4,062.50
8	Live Oak		3-4" Cal	\$312.50	\$2,500.00
246	Arizona Rosewood		5 Gal	\$32.50	\$7,995.00
	Irrigation Allowance				
5	Irrigation Bores		Each	\$1,000.00	\$5,000.00
39	Tree Irrigation		each	\$40.00	\$1,560.00
1	Drip System for Rose Woods		LnFt	\$4,500.00	\$4,500.00
	Materials Total				\$31,242.50
	Installation Total				\$18,651.25
	Subtotal				\$49,893.75
	Tax @ 0.00%				\$0.00
	Final Total				\$49,893.75



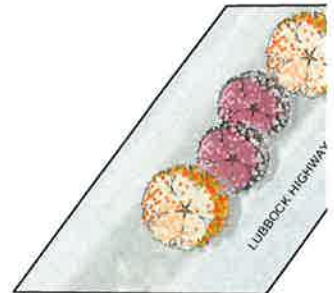
SITE PLAN
SP-1.0 | 1" = 200'-0"



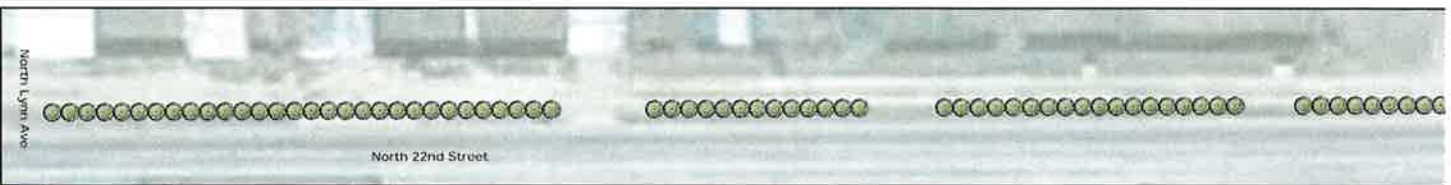
PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOSTON TO WOODY	LYNN TO BOSTON	NORTH 87	SOUTH 87	COMMON NAME	CONT
	18			6	12	CEDAR ELM	4" CAL
	13			7	6	CHINESE PISTACHE	4" CALIPER
EVERGREEN TREES	QTY	BOSTON TO WOODY	LYNN TO BOSTON	NORTH 87	SOUTH 87	COMMON NAME	CONT
	8				8	TEXAS LIVE OAK	10 GAL
NATIVE SHRUBS	QTY	BOSTON TO WOODY	LYNN TO BOSTON	NORTH 87	SOUTH 87	COMMON NAME	SIZE
	246	117	129			ARIZONA ROSEWOOD	5 GAL

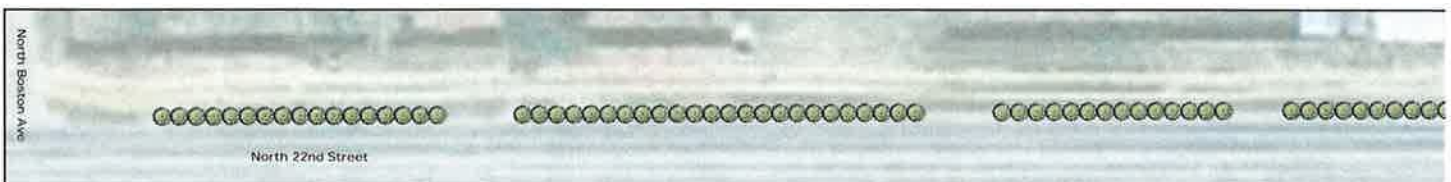
Nor
SP-1.7 | 1" = 30'-0"



North 87 South
SP-1.6 | 1" = 30'-0"



Lynn to Boston
SP-1.2 | 1" = 30'-0"



North 22nd Street

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 15

SUBJECT: CITY STAFF REPORTS

SUBMITTED BY: City Staff

SUMMARY STATEMENT

- a. **PARKS, STREETS, SANITATION/LANDFILL REPORT:** Director to report on the city's recent events. *(Parks and Street/Director)*
- a. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events. *(Utilities Director)*
- b. **LEDC/LEAP QUARTERLY REPORT:** Lee Peterson, EDC Director to present LEDC/LEAP Quarterly Report to City Council. *(EDC Director)*

COUNCIL ACTION

No City Council action required.

City Staff to report on recent events

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 16

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

SUMMARY STATEMENT

Finance Director to report on the city's finances.

COUNCIL ACTION

No City Council action required.

CITY MANAGER'S MEMORANDUM

Finance Director will provide report at City Council meeting.



City of Lamesa **Financial Statement Summary** **As of: October 31st, 2020**

	Current	
	Month-to-Date	Year-to-Date
General Fund (1)		
Revenues	\$ 709,039.64	\$ 709,039.64
Expenditures	\$ 310,954.14	\$ 310,954.14
Revenues Over/(Under) Expenditures	\$ 398,085.50	\$ 398,085.50
Water Fund (2)		
Revenues	\$ 369,101.77	\$ 369,101.77
Expenditures	\$ 350,933.43	\$ 350,933.43
Revenues Over/(Under) Expenditures	\$ 18,168.34	\$ 18,168.34
Solid Waste Fund (3)		
Revenues	\$ 159,675.48	\$ 159,675.48
Expenditures	\$ 102,308.88	\$ 102,308.88
Revenues Over/(Under) Expenditures	\$ 57,366.60	\$ 57,366.60
Golf Course Fund (18)		
Revenues	\$ 14,335.75	\$ 14,335.75
Expenditures	\$ 24,262.94	\$ 24,262.94
Revenues Over/(Under) Expenditures	\$ (9,927.19)	\$ (9,927.19)
Wastewater & Collection (20)		
Revenues	\$ 129,550.03	\$ 129,550.03
Expenditures	\$ 220,440.03	\$ 220,440.03
Revenues Over/(Under) Expenditures	\$ (90,890.00)	\$ (90,890.00)
All Funds		
Revenues	\$ 1,381,702.67	\$ 1,381,702.67
Expenditures	\$ 1,008,899.42	\$ 1,008,899.42
Revenues Over/(Under) Expenditures	\$ 372,803.25	\$ 372,803.25

CITY OF LAMESA
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2020

01 -GENERAL FUND
FINANCIAL SUMMARY

08.33% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
01-TAXES		3,502,974.00	555,006.53	555,006.53	15.84	2,947,967.47
02-FRANCHISES AND STREET		459,500.00	23,284.26	23,284.26	5.07	436,215.74
03-PERMITS, LICENSES AND		32,400.00	1,452.00	1,452.00	4.48	30,948.00
04-FINES		48,000.00	2,305.57	2,305.57	4.80	45,694.43
05-RECREATIONAL AND RENTA		43,500.00	(73.41)	(73.41)	0.17-	43,573.41
06-OTHER GOVERNMENTAL AGE		305,494.00	0.00	0.00	0.00	305,494.00
07-TRANSFERS		0.00	0.00	0.00	0.00	0.00
08-CHARGES FOR CURRENT SE		18,200.00	153.74	153.74	0.84	18,046.26
09-MISCELLANEOUS REVENUES		407,794.91	126,910.95	126,910.95	31.12	280,883.96
19-SOURCE (CHG TO 49XXX)		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		4,817,862.91	709,039.64	709,039.64	14.72	4,108,823.27

EXPENDITURE SUMMARY

GENERAL ADMIN SERVICES	231,090.00	13,419.80	13,419.80	5.81	217,670.20
FINANCIAL SERVICES	97,881.00	(133.42)	(133.42)	0.14-	98,014.42
PERSONNEL/RISK MGT SERV	70,427.00	4,912.79	4,912.79	6.98	65,514.21
COMMUNITY DEVELOPMENT SER	1,050.00	73.18	73.18	6.97	976.82
HOUSING ASSISTANCE SERV	27,436.00	(10,614.07)	(10,614.07)	38.69-	38,050.07
CITY COUNCIL	54,933.00	2,514.81	2,514.81	4.58	52,418.19
CITY HALL	202,665.00	5,034.38	5,034.38	2.48	197,630.62
INTERGOVERNMENTAL	77,051.06	2,687.32	2,687.32	3.49	74,363.74
MUNICIPAL COURT	146,680.00	8,758.46	8,758.46	5.97	137,921.54
VEHICLE REPAIR SERVICES	37,548.00	254.78	254.78	0.68	37,293.22
VEHICLE PREVENTIVE MNT	394.00	(50.98)	(50.98)	12.94-	444.98
FIRE SERVICES	759,377.00	60,658.24	60,658.24	7.99	698,718.76
VOLUNTEER FIRE SERVICES	137,749.00	2,975.11	2,975.11	2.16	134,773.89
PD - GEN'L ADMIN SERV	222,539.00	16,998.79	16,998.79	7.64	205,540.21
COMMUNICATIONS SERVICES	347,918.00	19,572.55	19,572.55	5.63	328,345.45
GEN'L LAW ENFORCEMENT SER	1,059,880.00	82,767.18	82,767.18	7.81	977,112.82
CRIMINAL INVESTIGATIONS	185,016.00	10,405.64	10,405.64	5.62	174,610.36
JUVENILE SERVICES	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL SERVICE	53,007.00	675.60	675.60	1.27	52,331.40
EMERGENCY MANAGEMENT SERV	20,600.00	29,066.48	29,066.48	141.10	(8,466.48)
NARCOTICS INTERDICTION	0.00	0.00	0.00	0.00	0.00
STREET MAINTENANCE SERV	508,019.85	9,555.40	9,555.40	1.88	498,464.45
STREET CONST/SEAL COAT	117,205.00	111.08	111.08	0.09	117,093.92
STREET CLEANING SERVICES	4,000.00	(315.85)	(315.85)	7.90-	4,315.85
TRAFFIC SERVICES	168,261.00	10,460.11	10,460.11	6.22	157,800.89
INSPECTION SERVICES	262,409.00	15,382.45	15,382.45	5.86	247,026.55
PARK MAINTENANCE SERVICES	335,093.00	19,896.50	19,896.50	5.94	315,196.50
PARK IRRIGATION SERVICES	0.00	(2,271.76)	(2,271.76)	0.00	2,271.76
COMMUNITY BUILDING SERV	56,315.00	2,877.84	2,877.84	5.11	53,437.16
RECREATIONAL FACILITIES	270,465.00	4,284.64	4,284.64	1.58	266,180.36

C I T Y O F L A M E S A
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2020

01 -GENERAL FUND
FINANCIAL SUMMARY

08.33% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
	SWIMMING POOL SERVICES	<u>80,341.00</u>	<u>997.09</u>	<u>997.09</u>	<u>1.24</u>	<u>79,343.91</u>
	TOTAL EXPENDITURES	5,535,349.91	310,954.14	310,954.14	5.62	5,224,395.77
	REVENUES OVER/(UNDER) EXPENDITURES	(717,487.00)	398,085.50	398,085.50	55.48-	(1,115,572.50)
		<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>
	OTHER SOURCES (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	REVENUES & OTHER SOURCES OVER					
	(UNDER) EXPENDITURES & OTHER (USES)	(717,487.00)	398,085.50	398,085.50	55.48-	(1,115,572.50)
		<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>

CITY OF LAMESA
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2020

02 -WATER & WASTEWATER ENTER.
FINANCIAL SUMMARY

08.33% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
11-OPERATING REVENUES		3,951,433.00	367,465.81	367,465.81	9.30	3,583,967.19
12-NON-OPERATING REVENUES		<u>205,909.78</u>	<u>1,635.96</u>	<u>1,635.96</u>	<u>0.79</u>	<u>204,273.82</u>
TOTAL REVENUES		4,157,342.78	369,101.77	369,101.77	8.88	3,788,241.01
EXPENDITURE SUMMARY						
WATER PRODUCTION SERVICES		<u>2,008,273.00</u>	171,071.44	171,071.44	8.52	<u>1,837,201.56</u>
WATER DIST/WASTEWATER SER		<u>1,887,035.78</u>	137,594.76	137,594.76	7.29	<u>1,749,441.02</u>
WASTEWATER TREATMENT SERV		<u>0.00</u>	7,026.36	7,026.36	0.00	<u>(7,026.36)</u>
ENGINEERING SERVICES		<u>95,770.00</u>	3,058.14	3,058.14	3.19	<u>92,711.86</u>
TECHNICAL SERVICES		<u>82,010.00</u>	4,984.27	4,984.27	6.08	<u>77,025.73</u>
UTILITY BILLING/COLLECT		<u>383,508.00</u>	27,198.46	27,198.46	7.09	<u>356,309.54</u>
INSPECTION SERVICES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES		4,456,596.78	350,933.43	350,933.43	7.87	4,105,663.35
REVENUES OVER/(UNDER) EXPENDITURES		(299,254.00)	18,168.34	18,168.34	6.07-	(317,422.34)
OTHER SOURCES (USES)		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)		(299,254.00)	18,168.34	18,168.34	6.07-	(317,422.34)

CITY OF LAMESA
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2020

03 -SOLID WASTE ENTERPRISE
FINANCIAL SUMMARY

08.33% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
05-RECREATIONAL AND RENTA		0.00	0.00	0.00	0.00	0.00
21-OPERATING REVENUES		1,829,262.00	159,675.48	159,675.48	8.73	1,669,586.52
22-NON-OPERATING REVENUES		<u>82,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>82,500.00</u>
TOTAL REVENUES		1,911,762.00	159,675.48	159,675.48	8.35	1,752,086.52
EXPENDITURE SUMMARY						
SOLID WASTE COLLECTION SV		1,086,452.00	54,858.11	54,858.11	5.05	1,031,593.89
SANITARY LANDFILL SERVICE		922,380.00	35,151.86	35,151.86	3.81	887,228.14
SPECIALIZED COLLECTION SV		150,406.00	6,470.44	6,470.44	4.30	143,935.56
ENVIRONMENTAL HEALTH SERV		<u>101,889.00</u>	<u>5,828.47</u>	<u>5,828.47</u>	<u>5.72</u>	<u>96,060.53</u>
TOTAL EXPENDITURES		2,261,127.00	102,308.88	102,308.88	4.52	2,158,818.12
REVENUES OVER/(UNDER) EXPENDITURES	(349,365.00)		57,366.60	57,366.60	16.42-	(406,731.60)
OTHER SOURCES (USES)		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(349,365.00)		57,366.60	57,366.60	16.42-	(406,731.60)

C I T Y O F L A M E S A
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2020

18 -MUNICIPAL GOLF COURSE
FINANCIAL SUMMARY

08.33% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
09-MISCELLANEOUS REVENUES		0.00	0.00	0.00	0.00	0.00
31-FEES AND DUES		<u>217,100.00</u>	<u>14,335.75</u>	<u>14,335.75</u>	<u>6.60</u>	<u>202,764.25</u>
TOTAL REVENUES		217,100.00	14,335.75	14,335.75	6.60	202,764.25
<u>EXPENDITURE SUMMARY</u>						
MUNICIPAL GOLF COURSE		<u>217,481.00</u>	<u>24,262.94</u>	<u>24,262.94</u>	<u>11.16</u>	<u>193,218.06</u>
TOTAL EXPENDITURES		217,481.00	24,262.94	24,262.94	11.16	193,218.06
REVENUES OVER/(UNDER) EXPENDITURES	(381.00)	(9,927.19)	(9,927.19)	605.56	9,546.19	
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(381.00)	(9,927.19)	(9,927.19)	605.56	9,546.19	

C I T Y O F L A M E S A
 FINANCIAL STATEMENT
 AS OF: OCTOBER 31ST, 2020

20 -WASTEWATER FUND
 FINANCIAL SUMMARY

08.33% OF YEAR COMP.

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
41-OTHER FINANCING		<u>1,483,147.00</u>	<u>129,550.03</u>	<u>129,550.03</u>	<u>8.73</u>	<u>1,353,596.97</u>
TOTAL REVENUES		1,483,147.00	129,550.03	129,550.03	8.73	1,353,596.97
<u>EXPENDITURE SUMMARY</u>						
WASTEWATER		<u>1,126,957.00</u>	<u>220,440.03</u>	<u>220,440.03</u>	<u>19.56</u>	<u>906,516.97</u>
TOTAL EXPENDITURES		1,126,957.00	220,440.03	220,440.03	19.56	906,516.97
REVENUES OVER/(UNDER) EXPENDITURES		<u>356,190.00</u>	<u>(90,890.00)</u>	<u>(90,890.00)</u>	<u>25.52-</u>	<u>447,080.00</u>
=====						
OTHER SOURCES (USES)		<u>0.00</u>	<u>(655.49)</u>	<u>(655.49)</u>	<u>0.00</u>	<u>655.49</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)		<u>356,190.00</u>	<u>(91,545.49)</u>	<u>(91,545.49)</u>	<u>25.70-</u>	<u>447,735.49</u>
=====						



City of Lamesa
Balance Sheet Summary
As of : October 31st, 2020

General Fund (1)

Assets	\$	4,650,617.29
Liabilities	\$	665,236.91

Water Fund (2)

Assets	\$	15,949,525.43
Liabilities	\$	11,110,918.87

Solid Waste Fund (3)

Assets	\$	4,295,900.99
Liabilities	\$	1,892,795.04

Golf Course Fund (18)

Assets	\$	202,446.49
Liabilities	\$	203,011.19

Wastewater & Collection (20)

Assets	\$	1,259,856.05
Liabilities	\$	750,071.23

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
01-1001	CASH IN BANK	804,470.96
01-1002	PETTY CASH	0.00
01-1003	RETURNED CHECKS	4,268.76
01-1004	TAXES RECEIVABLE-DELIQUENT	269,546.10
01-1005	TAXES RECEIVABLE CURRENT	74,644.74
01-1006	PROV. FOR UNCOLLECT TAXES	(202,592.55)
01-1007	MISC ACCT. RECEIVABLE	2,296.05
01-1008	PROV. UNCOLLEC. ACCT/REC	(184.11)
01-1009	PAVING LEIN RECEIVABLE	629,900.15
01-1010	UNCOLLECTABLE PAVING LEIN	(502,291.25)
01-1011	A/R LUBBOCK TASK FORCE	(1,886.02)
01-1012	A/R TNRCC	0.00
01-1013	OFFICE SUPPLIES INVENTORY	9,148.61
01-1014	DUE FROM DAWSON COUNTY	8,656.88
01-1015	CASH IN BANK - PAYROLL	0.00
01-1016	DUE FROM DEBT SERVICE	0.00
01-1017	FUEL TAX C.D.	0.00
01-1018	DUE TO/FROM 1997 TAN	0.00
01-1019	DUE TO/FROM SOLID WASTE FUND	0.00
01-1020	DUE FROM INVESTMENT FUND	2,988,322.71
01-1021	CAPITAL EQUIPMENT RESERVE	0.00
01-1022	BUILDING & COMPUTER RESERVE	0.00
01-1023	DUE FROM FIRE DEPT. GRANTS	0.00
01-1024	DUE FROM JUSTICE GRANT	0.00
01-1025	DUE TO/ FROM STATE AGENCY	0.00
01-1026	DUE FROM OTHER GOVERNMENTS	0.00
01-1027	DUE TO/FROM CAPITAL PROJECT	0.00
01-1028	SALES TAX RECEIVABLE	7,921.57
01-1029	DUE TO/FROM DEBT SERVICE	0.00
01-1030	DUE FROM MOTEL TAX FUND	0.00
01-1031	DUE TO/FROM SPECIAL REV. FUND	0.00
01-1032	DUE FROM INVESTMENT-CIVIC CTR.	0.00
01-1033	ACCOUNTS RECEIVABLE	0.00
01-1034	SALES TAX REC./TX COMPTROLLER	323,635.34
01-1035	DUE FROM IMS FLEX ACCT.	0.00
01-1036	FRANCHISE TAX RECEIVABLE	80,806.95
01-1037	DUE FROM WASTEWATER	0.00
01-1040	TAN I&S RESERVE	0.00
01-1044	CIP - F PARK LIGHT PROJECT	0.25
01-1045	CITY OF LAMESA - CFS FESTIVAL	4,869.11
01-1046	CRIME LINE	2,686.85
01-1047	PD SEIZURE FUND	11,652.70
01-1050	DUE TO/FROM RISK MGMT & SAFE	0.00
01-1055	DUE FROM INVESTMENT FUND	0.00
01-1056	DUE FROM TEXstar POOL	100,664.95
01-1060	DUE FROM ECONOMIC DEVELO	47,085.55
01-1061	DUE FROM BUILDING SECURITY	0.00
01-1062	DUE FROM PEG FUND	0.00
01-1063	DUE FROM POLICE DONATION FUND	0.00

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-1064	DUE FROM TECHNOLOGY FUND	0.00
01-1065	DUE FROM ECONOMIC DEV./AUDITOR	(13,792.01)
01-1066	DUE FROM S.W.A.T FUND	0.00
01-1067	DUE FOR TRUANCY FUND	0.00
01-1068	DUE FROM MUNICIPAL JURY FUND	0.00
01-1070	DUE FROM FORFEITED TRUST	0.00
01-1071	DUE FROM WWF-LAND PURCHASE	0.00
01-1072	DUE TO/FROM GOLF COURSE	0.00
01-1080	D.A.R.E.	0.00
01-1085	DUE FROM HOUSING AUTHORITY	0.00
01-1090	XFER FOR RETIREMENT/C.O.'	0.00
01-1095	DUE FROM LEAP	785.00
		<u>4,650,617.29</u>

TOTAL ASSETS

4,650,617.29

LIABILITIES

01-2013	PAVING LIEN REFUND PAYABLE	0.00
01-2014	SALES TAX PAYABLE	0.00
01-2015	VOUCHERS PAYABLE	254,270.12
01-2016	COMMUNITY BLDG.DEPOSITS	19,560.50
01-2017	REFUND OF CASH DEPOSITS	591.00
01-2018	WAGES PAYABLE	0.00
01-2019	GROUP INSURANCE PAYABLE	0.00
01-2020	WITHHOLDING TAX PAYABLE	0.00
01-2021	SOCIAL SECURITY PAYABLE	0.00
01-2022	T.M.R.S. PAYABLE	0.00
01-2023	AUTO ALLOWANCE PAYABLE	0.00
01-2024	BONDS	0.00
01-2025	DEDUCTIONS PAYABLE	0.00
01-2026	WORKERS COMPENSATION	(25.00)
01-2027	AIRPORT	0.00
01-2028	OPTIONAL LIFE PAYABLE	0.00
01-2029	DUE TO SWMF	0.00
01-2030	GOVERNOR'S TAX PAYABLE	0.00
01-2031	TRANS.FOR RET.BONDS	0.00
01-2032	DUE TO STATE AGENCY	0.00
01-2033	C.D.B.G.	0.00
01-2034	DUE TO LAMESA HOUSING	(644.00)
01-2035	TRANS. FROM DEVELOP. FUND	0.00
01-2036	TEEN COURT ADMIN FEE	420.00
01-2037	DUE TO RISK MGT & SAFETY	0.00
01-2038	DUE TO/FROM WATER FUND	0.00
01-2039	WARRANTS PAYABLE	0.00
01-2040	UNITED FUND	13.00
01-2041	SALES TX DUE TO LEDC -TX COMPT	53,939.22
01-2042	DUE TO LEAP -SALES TAX	53,939.22
01-2043	TMRS EMPLOYEE BACK PAY	886.49
01-2044	FLEX SPENDING ACCT. (FSA)	1,241.65
01-2045	PROV. FOR COMP.ABSENCES	(0.13)

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-2048	1992 C O DEBT-PRINCIPAL	0.00
01-2049	1992 C.O. DEBT	0.00
01-2050	ICMA-RC PAYABLE	0.00
01-2051	COURT BONDS PAYABLE	0.00
01-2052	COURT BUILDING SECURITY FUND	0.00
01-2053	COURT TECHNOLOGY FEE	0.00
01-2054	MVBA COLLECTIONS	14.00
01-2055	TAN I&S PRINCIPAL	0.00
01-2056	TAN I&S INTEREST	0.00
01-2057	NORTHLAND PEG FEES	0.00
01-2058	NTS PEG FEES	0.00
01-2070	GROUP INS. PRE-TAX	2,134.57
01-2075	EMPLOYEE REIMB. SICK LEAVE	0.00
01-2080	DEFERRED REVENUE-PAVING	0.00
01-2081	DEFERRED REVENUE-TAXES	141,598.31
01-2082	DEFERRED REVENUE-MISC. POLICE	(0.14)
01-2083	DEFERRED REVENUE REVITAL GRANT	0.00
01-2084	DEFERRED REVENUE- CIVIC CENTER	0.00
01-2085	AFLAC PRE-TAX	1,436.97
01-2086	DEFERRED REV.-POLICE DONATIONS	0.00
01-2087	DEFERRED REV.-COURTHOUSE PROJ.	0.00
01-2088	DEFERRED REVENUE-SWAT DONATION	0.00
01-2089	DEFERRED REVENUE/FIRE PROTECTI	0.00
01-2090	AFLAC POST TAX	636.94
01-2091	DEFERRED REV.-L.I.S.D. BUYMONE	1,286.50
01-2092	AIR MED CARE	185.00
01-2094	NEW YORK LIFE INS. PAYABLE	0.00
01-2095	VISION INS. PAYABLE	325.68
01-2096	EMPLOYEE LEGAL SERV. PAYABLE	181.30
01-2097	WORK BOOTS PAYABLE	(1,545.66)
01-2098	DEFERRED REV. - SPORTS COMPLEX	127,608.90
01-2099	JAE FITNESS PAYABLE	(745.03)
01-2150	ACCRUED PAYABLES	0.00
01-2160	ACCRUED PAYROLL LIABILITY	7,927.50
01-2999	PROFIT & LOSS	0.00
	TOTAL LIABILITIES	<u>665,236.91</u>
EQUITY		
01-3001	FUND BALANCE	3,318,306.34
01-3002	RESERVE-CAPITAL EQUIPMENT	0.00
01-3003	RESERVE-BUILDING & COMPUTER	0.00
01-3010	C.O. INTEREST	0.00
01-3011	C.O. PRINCIPAL	0.00
01-3012	TAN INTEREST	0.00
01-3013	TAN PRINCIPAL	0.00
01-3014	OTHER PRINCIPAL	0.00
01-3015	OTHER INTEREST	0.00
	TOTAL BEGINNING EQUITY	<u>3,318,306.34</u>

CITY OF LAMESA
BALANCE SHEET
AS OF: OCTOBER 31ST, 2020

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
	TOTAL REVENUE	709,039.64
	TOTAL EXPENSES	<u>310,954.14</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	398,085.50
	(WILL CLOSE TO FUND BAL.)	268,988.54
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>3,985,380.38</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	4,650,617.29

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
02-1001	CASH IN BANK	1,095,793.40
02-1002	CASH IN DRAWER	0.00
02-1003	DUE FROM INVESTMENTS/WATER DEP	31,119.76
02-1004	CAPITAL EQUIPMENT RESERVE	779,158.77
02-1005	W.S.G. CHGS. RECEIVABLE	224,674.96
02-10051	REFUNDS PAYABLE	1,886.36
02-10052	UTILITY A/R SUSPENSE	0.00
02-10053	UNAPPLIED US REVENUE	(22,759.06)
02-10054	US GL RECON REPORT	0.00
02-10059	UNBILLED REVENUE RECEIVABLE	0.00
02-1006	PROV.FOR UNCOLLECT. ACCTS	(52,544.24)
02-1007	INVENTORY SUPPLIES	280,439.02
02-1008	WW. TRMT PLNT .RES.INVESTMENTS	96,757.72
02-1009	UTILITY SYSTEM IMPROV RESERVE	0.00
02-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
02-1011	AMORT.OF DISC. & PREMIUMS	0.00
02-1012	WATER SYSTEM LAND	50,378.47
02-1013	WATER RIGHTS PURCHASED	6,680,247.00
02-1014	WALKS, DRIVES & FENCES	10,292,588.09
02-1015	BUILDINGS	160,263.00
02-1016	WELLS & WELL HOUSES	0.00
02-1017	BOOSTER STAT. AND STORAGE	0.00
02-1018	WATER LINES, VALVES & FITT	0.00
02-1019	WATER TAPS AND METERS	6,816,494.00
02-1020	AUTOMOTIVE & MISC.EQUIP.	2,404,449.71
02-1021	FIRE HYDRANTS	0.00
02-1022	WATER SYST. DEPRECIATION	(13,573,888.57)
02-1023	SEWER SYSTEM-LAND & LAGOON	95,540.50
02-1024	SEWAGE LIFT STATIONS	0.00
02-1025	DISPOSAL PLANT	0.00
02-1026	SEWER LINES	0.00
02-1027	SEWER SYS. DEPRECIATION	0.00
02-1028	DUE TO/FROM SOLID WASTE	0.00
02-1029	ELECTRICAL INVENTORY	0.00
02-1030	WW LIFTSTATION/LUBBOCK HWY.	20,505.07
02-1031	ACCOUNTS REC. - TRRA	0.00
02-1032	06 TAN ISSUANCE COSTS	0.00
02-1033	06 TAN AMORTIZATION	34,157.00
02-1034	DUE TO FROM WATER FUND	0.00
02-1035	DUE FROM TCDP GRANT	0.00
02-1036	DUE FROM INV. FUND-TX NOTE 06	19,152.56
02-1037	DUE TO INV. - WELLS & TOWER	413,127.29
02-1039	WATER TREATMENT PLANT	0.00
02-1040	WW TRMT PLANT RES.	0.00
02-1041	USDA WATER IMPROVEMENT GRNT.	0.00
02-1050	CASH IN BANK-TRMT PLANT	0.00
02-1060	CIP - NEW WATER WELL PROJECT	(0.71)
02-1065	CIP - LUBBOCK HWY LIFTSTATION	0.16
02-1070	CIP - ELEVATED STORAGE TANK	0.24

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-1075	CIP - WATER MAIN IMP, HWY 87	(0.48)
02-1076	CIP - USDA WATER IMP. PROJECT	12,837.41
02-1080	NET PENSION ASSET (LIABILITY)	(120,888.00)
02-1081	DEFERRED OUTFLOW-PENSION CONTR	25,332.00
02-1082	DEFERRED OUTFLOW-PENSION INV E	184,704.00
02-1083	L.E.D.C. PRISON TOWER REC.	0.00
		<u>15,949,525.43</u>
TOTAL ASSETS		15,949,525.43

LIABILITIES

02-2010	DUE TO LAMESA EDC	0.00
02-2013		0.00
02-2025	REVENUE RECOVERY LIABILITY	(236.77)
02-2026	REVENUE RECOVERY FEES	3,429.45
02-2027	UNDEPOSITED METER DEPOSIT	0.00
02-2028	WATER DEPOSITS	282,769.98
02-2029	T.M.R.S. PAYABLE	0.00
02-2030	F.I.C.A. PAYABLE	0.00
02-2031	VOUCHERS PAYABLE	0.00
02-2032	BONDS PAYABLE-PRISON	0.00
02-2033	CONTRIBUTED BY DEVELOPERS	255,845.00
02-2034	CONTRIBUTED BY U.S. GOV'T	236,875.39
02-2035	RES.RETIRE.OF BONDS & INT	0.00
02-2036	EARNED SURPLUS INVESTED	0.00
02-2037	EARNED SURPLUS UNAPPROPR.	0.00
02-2038	INT. ON B.F. INVESTMENT	0.00
02-2039	TRANS. FOR RET. OF BONDS	0.00
02-2040	OPERATING TRANSFER	0.00
02-2041	BOND INTEREST EXPENSE	0.00
02-2042	HANDLING FEES	0.00
02-2043	CAPITAL PROJECT FUNDS	440,420.21
02-2045	PROV.COMPENSATED ABSENCES	43,285.02
02-2046	DUE TO/FROM GENERAL FUND	0.00
02-2047	DUE TO SOLID WASTE	0.00
02-2048	DUE TO RISK MGT & SAFETY	0.00
02-2049	1992 C.O. DEBT NON CURRENT	0.00
02-2050	NOTE PAYABLE- 2006 TAX NOTES	0.00
02-2051	NOTE PAYABLE-CAT FINANCE	0.00
02-2052	LEASE PAYABLE-AAIG(NON-CURRENT	1,377,885.07
02-2053	NOTES PAYABLE-WSB (NONCURREN).	(0.40)
02-2054	BONDS PAYABLE - USDA	4,161,000.00
02-2055	CONTRIBUTED CAPITAL-TCDP	864,400.00
02-2056	CONTRIBUTED CAPITAL-TDCJ	133,567.10
02-2057	DUE TO G/F - LAND PURCHASE	0.00
02-2058	DUE TO SWMF - LAND PURCHASE	75,000.00
02-2059	DUE TO CAP. PROJ.-LAND PURCHAS	0.00
02-2060	AFLAC PRE-TAX	0.00
02-2061	DUE TO/FROM GOLF COURSE FUND	0.00
02-2070	GROUP INS. PRE-TAX	0.00

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-2085	AFLAC PRE-TAX	0.00
02-2090	AFLAC POST TAX	0.00
02-2095	VISION INS. PAYABLE	0.42
02-2160	ACCRUED PAYROLL LIABILITY	2,910.93
02-2900	CURRENT PORTION 91 C.O.'S	0.00
02-2901	CURRENT PORTION - USDA	87,000.00
02-2902	CURRENT PORTION-2006 TAN	0.00
02-2903	CURRENT PORTION-CAT FINANCE	0.00
02-2904	LEASE PAYABLE-AAIG (CURRENT)	133,283.00
02-2905	NOTES PAYABLE-WSB (CURRENT)	(0.33)
02-2906	NOTES PAYABLE-SOUTH PLAINS COM	0.00
02-2909	TAX NOTE 2013 - ST	0.00
02-2910	TAX NOTE 2013 L-T	0.00
02-2911	CURRENT PORTION COMP ABSE	2,950.80
02-2912	TAX NOTE 2013-A L-T	0.00
02-2913	TAX NOTE 2013A - S-T	0.00
02-2914	TAX NOTE 2014 L-T	0.00
02-2915	TAX NOTE 2014 S-T	0.00
02-2916	TAX NOTE 2019 - LT	0.00
02-2920	DEFERRED REV-LIFTSTATION PROJ.	0.00
02-2925	CONJ. USE SERIES 2011-NONCURRE	1,170,434.00
02-2926	CONJ USE SERIES 2011-CURRENT	85,809.00
02-2927	REFUNDING 2010 - NON CURRENT	0.00
02-2928	REFUNDING SERIES 2010-CURRENT	14,336.00
02-2929	RECLAMATION 2010 - NON CURRENT	0.00
02-2930	RECLAMATION 2010 - CURRENT	0.00
02-2931	GROUNDWATER 2009-NON CURRENT	203,383.00
02-2932	GROUNDWATER 2009 - CURRENT	21,463.00
02-2933	GROUNDWATER 2008 - NONCURRENT	0.00
02-2934	GROUNDWATER 2009 - CURRENT	0.00
02-2935	GROUNDWATER 2005-NONCURRENT	0.00
02-2936	GROUNDWATER 2005 - CURRENT	0.00
02-2937	GROUNDWATER 2012-NONCURRENT	740,749.00
02-2938	GROUNDWATER 2012-CURRENT	99,285.00
02-2939	2014 BOND (2005) ST	36,516.00
02-2940	2014 BOND (2005) LT	7,715.00
02-2941	2014 PREMIUM (2005)	0.00
02-2942	2014 BOND (2006) ST	54,584.00
02-2943	2014 BOND (2006) LT	420,655.00
02-2944	2014 PREMIUM (2006)	63,952.00
02-2945	2017 BACKHOE LOADER LT	36,659.00
02-2946	2017 BACKHOE LOADER ST	17,480.00
02-2947	CHEVROLET SILVERADO CL	31,124.00
02-2950	DEFERRED OUTFLOW-PENSION	6,390.00
02-2999	PROFIT & LOSS	0.00
TOTAL LIABILITIES		<u>11,110,918.87</u>

CITY OF LAMESA
BALANCE SHEET
AS OF: OCTOBER 31ST, 2020

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>EQUITY</u>		
02-3001	FUND BALANCE	3,945,432.42
02-3002	RESERVE-UTILITY SYSTEM IMPROV	0.00
02-3010	C.O. INTEREST	0.00
02-3012	TAN INTEREST	<u>0.00</u>
	TOTAL BEGINNING EQUITY	3,945,432.42
	TOTAL REVENUE	369,101.77
	TOTAL EXPENSES	<u>350,933.43</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	18,168.34
	(WILL CLOSE TO FUND BAL.)	875,005.80
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>4,838,606.56</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	<u>15,949,525.43</u>

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
03-1001	CASH IN BANK	1,088,375.18
03-1002	CASH IN BANK - DEBT SERVICE	0.00
03-1003	CASH IN BANK - CAPITAL RESERVE	0.00
03-1004	DUE FROM GENERAL FUND	0.00
03-1005	DUE FROM WASTEWATER	0.00
03-10059	UNBILLED REVENUE RECEIVABLE	107,210.78
03-1006	DUE FROM WWF- LAND PURCHASE	75,000.00
03-1007	DUE FROM INVESTMENTS-DEBT SERV	0.00
03-1008	DUE FROM INV.-CAPITAL RESERVE	125,353.06
03-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
03-1011	GARBAGE CHG. RECEIVABLE	117,168.93
03-1012	UNCOLLECTIBLE GARB.CHGS.	(41,351.03)
03-1013	GRANT PROCEEDS RECEIVABLE	0.00
03-1014	LAND	143,957.00
03-1015	BUILDINGS	2,386,652.61
03-1019	AUTOMOTIVE & MISC.EQUIP.	6,042,953.35
03-1020	DUE FROM INVESTMENT FUND	0.00
03-1021	CAPITAL EQUIPMENT RESERVE	48,161.44
03-1022	POST CLOSURE RESERVE	655,957.93
03-1023	ENVIROMENTAL OPER CENTER RES	0.00
03-1024	RESERVE FOR TAN I&S	0.00
03-1027	05 TAN ISSUANCE COSTS	0.00
03-1028	ACCUM. AMORT-ISSUANCE COSTS	(0.27)
03-1030	CIP - NEW LANDFILL CELL #4	(0.45)
03-1050	ACCUMULATED DEPRECIATION	(6,507,819.54)
03-1080	NET PENSION ASSET (LIABILITY)	(73,607.00)
03-1081	DEFERRED OUTFLOW-PENSION CONTR	15,425.00
03-1082	DEFERRED OUTFLOW-PENSION INV	<u>112,464.00</u>
		<u>4,295,900.99</u>
TOTAL ASSETS		4,295,900.99

LIABILITIES

03-2010	DUE TO/FROM GENERAL FUND	0.00
03-2013		0.00
03-2020	DUE TO/FROM WASTE WATER	0.00
03-2021	POSTCLOSURE RESERVE	0.00
03-2022	DUE TO RISK MGT & SAFETY	0.00
03-2030	CONTRIBUTED CAPITAL - SCALE	41,191.00
03-2040	TAN INTEREST EXPENSE	0.00
03-2041	BOND INTEREST EXPENSE	0.00
03-2042	LOSS ON EQUIPMENT	0.00
03-2044	CUR.PROV FOR COMP.ABSENCE	2,861.80
03-2045	PROV-COMPENSATED ABSENCE	20,177.19
03-2049	1992 C.O. DEBT NON-CURRENT	0.00
03-2050	N/P - CATEPILLAR (DOZER)	(0.25)
03-2051	EST.LIAB.LANDFILL CLOSURE	581,816.66
03-2052	OUTSOURCE LEASE-MAD VAC S-T	0.00

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
03-2053	CATERPILLAR LEASE - S-T	0.15
03-2054	2005 TAX NOTE -CURRENT PORTION	0.00
03-2055	N/P CATERPILLAR (BULLDOZER)	0.31
03-2056	TAN I&S INTEREST	0.00
03-2060	AFLAC PRE-TAX	0.00
03-2065	N/P KSB - GARBAGE TRUCK	0.00
03-2070	GROUP INS. PRE-TAX	0.00
03-2085	AFLAC PRE-TAX	0.00
03-2090	AFLAC POST TAX	0.00
03-2095	VISION INS. PAYABLE	0.00
03-2096	N/P-CATERPILLAR 930H - LT	0.00
03-2097	N/P - CATERPILLAR 930H - ST	0.00
03-2098	N/P CATERPILLAR (BACKHOE) ST	0.00
03-2160	ACCRUED PAYROLL LIABILITY	1,746.03
03-2165	N/P MACK TRUCK W/ SIDELOAD -LT	127,675.00
03-2166	N/P MACK TRUCK W/ SIDELOAD -ST	4,272.00
03-2901	CURRENT PORTION 92 C.O.'S	0.00
03-2902	CURRENT PORTION-1997 TAN	0.00
03-2903	OUTSOURCE LEASE- MAD VAC L-T	0.00
03-2904	CATERPILLAR LEASE - L-T	0.00
03-2905	2005 TAX NOTE (LT)	0.00
03-2906	ST-CATERPILLAR LOADER 2015	11,742.00
03-2907	LT - CATERPILLAR LOADER 2015	89,371.00
03-2908	ST-CATERPILLAR BULL DOZER 2015	41,634.00
03-2909	LT-CATERPILLAR BULL DOZER 2015	0.00
03-2910	TAX NOTE 2012 - LT	0.00
03-2911	TAX NOTE 2012 - ST	0.00
03-2912	2016 MACK DUMP TRUCK - LT	0.00
03-2913	2016 MACK DUMP TRUCK - ST	45,513.00
03-2914	TAX NOTE 2019 - LT	677,598.77
03-2915	CHEVROLET SILVERADO CL	23,442.00
03-2916	CHEVY SILVERADO LEASE -ST	5,913.00
03-2917	SKID STEER CL	28,268.00
03-2918	SKID STEER LEASE - ST	8,830.00
03-2919	MOTOR GRADER CL	160,307.00
03-2920	MOTOR GRADER LEASE - ST	16,546.00
03-2950	DEFERRED INFLOW-PENSION	3,891.00
	TOTAL LIABILITIES	<u>1,892,795.04</u>
EQUITY		
03-3001	FUND BALANCE	2,187,062.43
03-3002	INVESTMENT IN PROPERTY	0.00
03-3003	UNRESERVED FUND BALANCE	0.00
03-3004	POSTCLOSURE RESERVE	107,228.18
03-3005	RESERVE ENVIROMENTAL OPER CNTR	0.00
03-3010	C.O. INTEREST	0.00
03-3012	TAN INTEREST	0.00
	TOTAL BEGINNING EQUITY	<u>2,294,290.61</u>

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
	TOTAL REVENUE	159,675.48
	TOTAL EXPENSES	<u>102,308.88</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	57,366.60
	(WILL CLOSE TO FUND BAL.)	51,448.74
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>2,403,105.95</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	4,295,900.99
		<u>=====</u>

18 -MUNICIPAL GOLF COURSE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
18-1001	CASH	(9,104.69)	
18-1002	MEMORIAL FUND	938.36	
18-1005	GOLF FEES RECEIVABLE	39,748.45	
18-1006	ALLOWANCE FOR BAD DEBTS	(38,472.45)	
18-1020	LAND IMPROVEMENTS	79,362.32	
18-1021	EQUIPMENT	326,363.08	
18-1022	DEPRECIATION	(234,322.85)	
18-1023	BUILDINGS & IMPROVEMENTS	25,634.27	
18-1028	SALES TAX RECEIVABLE	0.00	
18-1030	DUE TO/FROM WATER FUND	0.00	
18-1080	NET PENSION ASSET (LIABILITY)	(16,679.00)	
18-1081	DEFERRED OUTFLOW-PENSION CONTR	3,495.00	
18-1082	DEFERRED OUTFLOW-PENSION INV.	<u>25,484.00</u>	
			<u>202,446.49</u>
TOTAL ASSETS			202,446.49
LIABILITIES			
18-2010	DUE TO/FROM GENERAL FUND	0.00	
18-2013	NOTES PAYABLE-OUTSORCE/CURR.	0.00	
18-2014	SALES TAX PAYABLE	0.00	
18-2015	NOTE PAYABLE-WELL FARGO-CURREN	0.00	
18-2016	DUE TO RISK MGMT.	96,624.00	
18-2017	NOTES PAYABLE	0.00	
18-2018	NOTES PAYABLE - OUTSOURCE	0.00	
18-2044	COMP. ABSENCES - CURRENT	2,332.72	
18-2045	COMP. ABSENCES - LONG TERM	10,346.28	
18-2160	ACCRUED PAYROLL LIABILITY	406.19	
18-2902	RANGE BALL SERVER -ST PORTION	0.00	
18-2903	PNC GOLF CAR LEASE - LT	61,029.00	
18-2904	PNC GOLF CAR LEASE - ST	(1,185.00)	
18-2906	RANGE BALL SERVER- LT PORTION	0.00	
18-2907	TORO MOWER LT	32,576.00	
18-2950	DEFERRED INFLOW-PENSION	<u>882.00</u>	
	TOTAL LIABILITIES		<u>203,011.19</u>
EQUITY			
18-3001	FUND BALANCE	(71,504.31)	
	TOTAL BEGINNING EQUITY	(71,504.31)	
TOTAL REVENUE		14,335.75	
TOTAL EXPENSES		<u>24,262.94</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(9,927.19)	
(WILL CLOSE TO FUND BAL.)		80,866.80	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(564.70)	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			202,446.49

20 -WASTEWATER FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
20-1001	CASH	802,493.50
20-1010	SEWER CHARGES RECEIVABLE	84,052.58
20-1020	DUE FROM INVESTMENT FUND	230,860.57
20-1025	SEWER PLANT/LIFT STATIONS	102,084.40
20-1035	CIP - LIFTSTATION	<u>40,365.00</u>
		<u>1,259,856.05</u>
TOTAL ASSETS		<u>1,259,856.05</u>
LIABILITIES		
20-2010	DUE TO GENERAL FUND	0.00
20-2020	DUE FROM WASTEWATER FUND	0.00
20-2054	BOND PAYABLE - USDA	0.00
20-2901	CURRENT PORTION - USDA	0.00
20-2916	TAX NOTE 2019 - L-T	<u>750,071.23</u>
TOTAL LIABILITIES		<u>750,071.23</u>
EQUITY		
20-3001	FUND BALANCE	(<u>808.48</u>)
TOTAL BEGINNING EQUITY		(<u>808.48</u>)
TOTAL REVENUE		129,550.03
TOTAL EXPENSES		<u>221,095.52</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(91,545.49)
(WILL CLOSE TO FUND BAL.)		602,138.79
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>509,784.82</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>1,259,856.05</u>

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 17

SUBJECT: CITY MANAGER REPORT

SUBMITTED BY: City Manager

SUMMARY STATEMENT

- a. City Hall Closed for Thanksgiving – November 26 & 27, 2020(Closed Thursday and Friday)
- b. City Hall Closed for Christmas – December 24 & 25, 2020 (Closed Thursday and Friday)
- c. City Hall Closed for New Year's Day – December 31, 2020 and January 1, 2021(Closed Thursday and Friday)

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 18

SUBJECT: MAYOR'S REPORT

SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future goals and goals.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: NOVEMBER 24, 2020

AGENDA ITEM: 19

ADJOURNMENT: *The next regularly scheduled meeting of the City Council of the City of Lamesa, Texas will be December 15, 2020 at 5:30 P.M.*