



CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULARLY SCHEDULED MEETING AT 5:30 P.M. ON MONDAY, JULY 13, 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. ABCI LEASE AGREEMENT:** City Council to consider taking action on a lease agreement between the City of Lamesa and ABCI (Allen Butler Construction Inc.). *(City Manager)*
- 4. BUDGET AMENDMENT VI:** City Council to consider amending Ordinance O-17-19 on second reading with respect to October 1, 2019. *(City Manager & Finance Director)*
- 5. 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)*
- 6. BUDGET AMENDMENT VII:** City Council to consider amending Ordinance O-17-19 on first reading with respect to October 1, 2019. *(City Manager & Finance Director)*
- 7. BUDGET WORKSHOP #1:** City Council to meet with city staff to discuss and set priorities for the 2020 – 2021 operating budget.
 - General Fund Proposed Budget (Department Heads and City Manager)
 - Water/Wastewater Utility Fund Proposed Budget (Department Heads and City Manager)
 - Solid Waste Fund Proposed Budget (Department Heads and City Manager)
 - All Other Funds Proposed Budgets (Department Heads and City Manager)
 - Other Fees (Department Heads and City Manager)
 - Capital Needs (Department Heads and City Manager)
- 8. ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be July 14th, 2020 at 5:30 P.M.*

- **July 14th, 2020 (Tuesday) – Budget Workshop #2**

- **For Additional Budget Meetings See Attached Budget Calendar**




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., July 10th, 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: JULY 13, 2020

AGENDA ITEMS: 1 & 2

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
LUCIANO REYES	Council Member – District 3
DORE EVAN RODRIGUEZ	Council Member – District 4/Mayor Pro-tem
BOBBY G. GONZALES	Council Member – District 5
DOUGLAS 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:

INVOCATION:

AND PLEDGE OF ALLEGIANCE.



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JULY 13, 2020

AGENDA ITEM: 3

ABCI LEASE AGREEMENT

PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Agreement

SUMMARY STATEMENT

City Council to consider taking action on a lease agreement between the City of Lamesa and ABCI (Allen Butler Construction Inc.)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a lease agreement between the City of Lamesa and ABCI. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

TEXAS COMMERCIAL LEASE AGREEMENT

I. The Parties. This Commercial Lease Agreement ("Agreement") made this _____ July _____, 20 20 by and between:

Landlord. City of Lamesa, Tx _____ [Landlord's Name], of
601 S 1st Street Lamesa, Tx 79331 _____ [Landlord's Street
Address], State of Texas _____, ("Landlord")

AND

Tenant. Allen Butler Construction Inc. _____ [Tenant's Name], of
2416 120th St Lubbock, Texas 79423 _____ [Tenant's Street Address],
State of Texas _____, ("Tenant"). Collectively, the Landlord and Tenant shall be
referred to herein as the "Parties".

The Parties agree as follows:

II. DESCRIPTION OF LEASED PREMISES. The Landlord agrees to lease to the Tenant
the following described 1.00 Acres of Vacant Land [Type of Space] located at
2205 Seminole Rd Lamesa, TX 79331 _____ [Property Street Address],
State of Texas(See Exhibit "A")

Additional Description: 1 AC lot north of the golf course _____

Hereinafter known as the "Premises".

III. USE OF LEASED PREMISES. The Landlord is leasing the Premises to the Tenant
and the Tenant is hereby agreeing to lease the Premises for the following use and
purpose: Stack yard for equipment and roadway materials _____

Any change in use or purpose the Premises other than as described above shall be
upon prior written consent of Landlord only.

IV. TERM OF LEASE. The term of this Lease shall be for a period of 39 months or
the end of the TXDOT project(CSJ: 0068-09-012) whichever comes first. The start of
the lease will begin on 1st day of August, 2020. Tenant will only pay the base
rent rate for month(s) that the Tenant occupies the Premises. Although the Tenant
may not occupy the Premises every month, the Tenant has exclusive right to the
Premises for the duration of the lease.

V. BASE RENT. The net monthly payment shall be _____ dollars
(\$ _____), payable monthly with the first payment due upon the first
month the Tenant occupies the Premises and each occupied month payable
thereafter on the 1st day of the month ("Base Rent"). Rent payment for any period
during the term hereon, which is for less than 1 month shall be a Pro-rata portion of
the monthly rent.

VI. OPTION TO RENEW: (check one)

☒- Tenant may not renew the Lease.

☐- Tenant may have the right to renew the Lease with a total of ____ renewal period(s) with each term being ____ year(s) ____ month(s) which may be exercised by giving written notice to Landlord no less than 30 days prior to the expiration of the Lease or renewal period.

VIII. EXPENSES. [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

☒ - **GROSS**. Tenant's Initials ____ Landlord's Initials ____

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Tenant is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The parking area shall be maintained by the Landlord including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Landlord shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Tenant will provide and maintain personal liability and property damage insurance as a tenant, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord as an "also named insured", and shall provide the Landlord with a copy of such insurance certification or policy prior to the effective date of this Lease.

☐ - **MODIFIED GROSS**. Tenant's Initials ____ Landlord's Initials ____

~~It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".~~

~~In addition to the Payment, the Tenant shall be obligated to pay the following monthly expenses:~~ _____

~~Landlord shall pay the following monthly expenses:~~ _____

☐ - **TRIPLE NET (NNN).** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- I. **Operating Expenses.** The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Landlord of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- II. **Taxes.** Tenant shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.
- III. **Insurance.** Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises is located and that is satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than _____ dollars (\$ _____) for injury to or _____ dollars (\$ _____) death of persons and _____ dollars (\$ _____) for property damage. During the Term of this Lease, Tenant shall furnish the Landlord with certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

VIII. SECURITY DEPOSIT. In addition to the above, a deposit in the amount of _____ dollars (\$ _____), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Landlord in a separate, interest bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Landlord.

IX. LEASEHOLD IMPROVEMENTS. The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any

attached addenda) shall be made to the leasehold premises without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the Premises. If the Tenant makes any improvements to the Premises the Tenant shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

X. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

XI. OBLIGATIONS OF TENANT. The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the Premises is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XII. INSURANCE. In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

XIII. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord. Landlord will allow sub contractors of the Tenant to access and use the Premises just as the Tenant is entitled to do so under this agreement.

XIV. DAMAGE TO LEASED PREMISES. In the event the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XV. DEFAULT AND POSSESSION: In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be

deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

~~Rent which is in default for more than _____ days after due date shall accrue a payment penalty of one of the following:~~

~~(check one)~~

~~☐ - Interest at a rate of _____ percent (_____ %) per annum on a daily basis until the amount is paid in full.~~

~~☐ - Late fee of _____ dollars (\$ _____) per day until the amount is paid in full.~~

~~In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.~~

XVI. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the lease term.

XVII. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

XVIII. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

XIX. MISCELLANEOUS TERMS.

XX. Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises.

XXI. Signs: Tenant shall not place on any gate or portion of the fence of the Premises any sign which does not relate to the TXDOT project stated above in the lease terms. Thereafter, Tenant agrees to maintain such sign or in good condition and repair. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

XXII. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

XXIII. Condition of Premises/Inspection by Tenant: The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the

Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

- V. **Right of Entry:** It is agreed and understood that the Landlord and its agents shall have the right of entry to the Premises only when a time and date are agreed upon by the Landlord and Tenant. The Landlord or a representative must be accompanied by a ABCI employee at all times when on the Premises.

XX. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

XXI. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXII. WAIVER. Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXIII. GOVERNING LAW. This Lease shall be governed by the laws of the State of Texas.

XXIV. NOTICES. Payments and notices shall be addressed to the following:

Landlord
601 South 1st Street Lamesa, TX 79331

Tenant
P.O. Box 53058 Lubbock, Tx 79453

XXV. AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

Exhibit "A"



The property outlined in red will be connected to the TXDOT Right-of-Way.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

Landlord's Signature

Printed Name

Tenant's Signature

Printed Name

ACKNOWLEDGMENT OF NOTARY

PUBLIC STATE OF

_____, COUNTY OF _____

On this ____ day of _____, 20____, before me appeared _____, as **LANDLORD** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, before me appeared _____, as **TENANT(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission Expires: _____

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JULY 13, 2020

AGENDA ITEM: 4

SUBJECT: BUDGET AMENDMENT VI

EXHIBITS: Ordinance Second Reading

PROCEEDING: Action

SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider amending Ordinance O-17-19 on second reading with respect to October 1, 2019.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance No.O-17-19 on second reading with respect to October 1, 2019. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-17-19 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2019-2020.

On the 16th day of June, 2020, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council desires to amend Ordinance No. 0-17-19 to make certain revisions to the 2019-2020 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

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

SECTION 1. That the City of Lamesa 2019-2020 Budget contained in Ordinance No. 0-17-19 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$ 501.00	\$ 501.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this July 31st, 2020.

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

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on June 16th, 2020 by a majority vote with amendment; and on July 14th, 2020, there was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Government. Code, Chapter 551); there being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second Reading by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST

Betty Conde
City Secretary

APPROVED:

Josh Stevens Mayor

CITY OF LAMESA BUDGET AMENDMENT 5 FOR 2019/2020

GENERAL FUND (1)

This budget amendment reflects the proceeds from the sale of trust properties through the Texas Communities Group. This budget amendment totals\$

Increase Revenues (01- 40904) Misc. Revenue	\$501.00
Increase Expenditures (01-5081-603) Special Services	\$501.00

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JULY 13, 2020

AGENDA ITEM: 5

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.

COUNCIL ACTION

DISCUSSION _____

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. R

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 13th day of July, 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 Ten (10) and Eleven (11), in Block (8), of the Hollis Addition, to the City Lamesa, Dawson County, Texas (R2961)

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 Miguel Carias to purchase Lot Ten (10) and Eleven (11), in Block (8), of the Hollis Addition, to the City of Lamesa, Dawson County, Texas; for the price and sum \$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 13th day of July, 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

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JULY 13, 2020

AGENDA ITEM: 6

SUBJECT: BUDGET AMENDMENT VII
EXHIBITS: Ordinance First Reading
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider amending Ordinance O-17-19 on first reading with respect to October 1, 2019.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance No.O-17-19 on first reading with respect to October 1, 2019. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-17-19 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2019-2020.

On the 13th day of July, 2020, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council desires to amend Ordinance No. 0-17-19 to make certain revisions to the 2019-2020 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

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

SECTION 1. That the City of Lamesa 2019-2020 Budget contained in Ordinance No. 0-17-19 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$ 200.00	\$ 200.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this August 14th, 2020.

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

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on July 13th, 2020 by a majority vote with amendment; and on August 4th, 2020, there was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Government. Code, Chapter 551); there being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second Reading by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST

Betty Conde
City Secretary

APPROVED:

Josh Stevens Mayor

CITY OF LAMESA BUDGET AMENDMENT 5 FOR 2019/2020

GENERAL FUND (1)

This budget amendment reflects the proceeds from the sale of trust properties through the Texas Communities Group. This budget amendment totals\$

Increase Revenues (01- 40904) Misc. Revenue	\$200.00
Increase Expenditures (01-5081-603) SpecialServices	\$200.00

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JULY 13, 2020

AGENDA ITEM:7

Subject: **BUDGET WORK SESSION #1**
Proceeding: Discussion and setting of priorities, no final action to be taken
Submitted by: City Staff

SUMMARY STATEMENT

Council to meet with city staff to discuss and set priorities for the 2020 – 2021 operating budget.

- a. General Fund Proposed Budget (Department Heads and City Manager)
- b. Water/Wastewater Utility Fund Proposed Budget (Department Heads and City Manager)
- c. Solid Waste Fund Proposed Budget (Department Heads and City Manager)
- d. All Other Funds Proposed Budgets (Department Heads and City Manager)
- e. Other Fees (Department Heads and City Manager)
- f. Capital Needs (Department Heads and City Manager)

COUNCIL ACTION

Discussion and setting of priorities only; no final action to be taken.

CITY MANAGER'S MEMORANDUM

The City Council and Staff will conduct a work session on the proposed City Budget for the Oct. 2020-2021 fiscal year. No action is required on this matter at this time.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JULY 13, 2020

AGENDA ITEM: 8

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **July 14, 2020** at 5:30 P.M."

- **July 14th, 2020 (Tuesday) –**
Budget Workshop #2 and Adopt Resolution of Intent to Issue Certificates of Obligation (USDA)
 - **For Additional Budget Meetings See Attached Budget Calendar**