CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULAR CALLED MEETING AT 5:30 P.M. ON TUESDAY, MARCH 15, 2022, 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 February 15, 2022.
   b. **BILLS FOR FEBRUARY 2022:** Approval of the bills paid by the City of Lamesa for the month of February, 2022.
4. **PROCLAMATION:** Child Abuse Awareness and Prevention Month, April 2022. *(City Manager)*
5. **DISCUSSION REGARDING THE PLACEMENT OF SIGNS OR MATERIALS ON CITY RIGHT - OF - WAY:** City Council to discuss the placement of signs or materials on city right -of- way.*(City Manager)*
6. **OPEN AND AWARD BIDS FOR CONSTRUCTION OF THE CITY OF LAMESA, BRYAN AVENUE UTILITY REPLACEMENT PROJECT:** City Council to open and award bid for the construction of the City of Lamesa, Bryan Avenue Utility Replacement project to be reviewed by City Staff and City Engineer. *(City Manager, Finance Director and Mr. Holly Holder, City Engineer (Parkhill Smith & Cooper)].*
7. **EXPRESSION OF APPRECIATION:** City Council to Consider passing a resolution of appreciation to Doug Morris for 5 years of service on City Council District 6. *(City Council)*
8. **AN ORDINANCE DECLARING UNOPPOSED CANDIDATE IN THE MAY 7, 2022, GENERAL ELECTION FOR MAYOR, ELECTED TO OFFICE; CANCELING THE ELECTION PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE:** City Council to Consider passing an ordinance on First reading declaring the unopposed candidate in the May 7, 2022, General Election for Mayor, elected to office; canceling the election providing a severability clause; providing an effective date. *(City Secretary)*

9. **RESOLUTION APPOINTING ELECTION OFFICIALS FOR THE CITY OF LAMESA SPECIAL ELECTION TO BE HELD ON MAY 7, 2022:** Consider passing resolution appointing a presiding judge and alternate judge for the 2022 City Special Election and a presiding judge for the Early Voting Ballot Board; clerks for early balloting; and to provide for compensation of services for the 2022 City Elections to be held on May 7, 2022. *(City Secretary)*

10. **"DISCUSS AND TAKE ACTION TO ADOPT A RESOLUTION AWARDING AN ADMINISTRATION CONTRACT RELATED TO THE AMERICAN RESCUE PLAN":** City Council to consider, discuss and take action to adopt a resolution awarding administration contract related to the American Rescue Plan. *(City Manager)*

11. **"DISCUSS AND TAKE ACTION TO ADOPT A RESOLUTION AWARDING AN ENGINEERING CONTRACT RELATED TO THE AMERICAN RESCUE PLAN":** City Council to consider, discuss and take action to adopt a resolution awarding Engineering contract related to the American Rescue Plan. *(City Manager)*

12. **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 TOOT 'N TOTUM FOOD STORES, LLC:** City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and TOOT 'N TOTUM FOOD STORES, LLC. *(EDC Director)*

13. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC DEVELOPMENT CORPORATION AND RYAN OWENS DOING BUSINESS AS RYNO RECYCLE:** City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Development Corporation and Ryan Owens doing business as Ryno Recycle.*(EDC Director)*

14. **AN ORDINANCE GRANTING TO RYAN OWENS DOING BUSINESS AS RYNO RECYCLE THE RIGHT AND CONSENT FOR THE USE OF ITS PRESENT AND FUTURE STREETS AND ALLEYS IN SAID CITY UNDER REGULATIONS AND RESTRICTIONS AS STATED THEREIN AND PROVIDING THAT THE SAID CITY SHALL RECEIVE AN ANNUAL PAYMENT FOR SAME:** City Council to consider passing an ordinance on first reading granting Ryan Owens doing business as Ryno Recycle the right and consent for the use of its present and future streets and alleys in said city under regulations and restrictions as stated therein and providing that the said city shall receive an annual payment for same.*(City Manager)*

15. **A RESOLUTION OF THE CITY OF LAMESA , TEXAS , APPROVING THE SALE OF REAL PROPERTY LOCATED IN THE CITY OF LAMESA BY THE ECONOMIC DEVELOPMENT COPORATION TO BEAR OILFIELD SERVICES, LLC.:** City Council to consider passing a resolution of the sale of real property by the Economic Development Corporation to Bear Oilfield Services, LLC. (*EDC Director*)

16. **ORDINANCE TO AMENDING CHAPTER 2 ENTITLED "ANIMAL CONTROL" OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA , TEXAS:** City Council to approve an Ordinance on second reading amending Chapter 2 entitled "Animal Control" of the Code of Ordinances of the City of Lamesa, Texas. *(Chief Josh Peterson))*

17. **BUDGET AMENDMENT I:** City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds from the sale of trust properties through the Texas Communities Group (City Manager & Finance Director)*

18. **BUDGET AMENDMENT II:** City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds from Texas Municipal League Insurance for storm damage on City facilities (City Manager & Finance Director)*

19. **BUDGET AMENDMENT III:** City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds for damage to gas line at 816 N.12th (City Manager & Finance Director)*

20. **REQUEST FOR SPECIFIC USE PERMIT:** City Council to consider approving an Ordinance on second reading approving specific use permit for the following property: E 52' of Lot 8 & W 1' OF Lot 7 Block 3 Chicago Heights Addition to the City of Lamesa, Dawson County, Texas located at 214 N 22nd Place for a Dog Grooming Business. *(Building Official)*

21. **PUBLIC HEARING ON REQUEST FOR SPECIFIC USE PERMIT:** Public hearing to consider the petition of Claudia Cortez 708 S. Ave S. Lamesa, Texas 79331 of the following property: All of Lot 17 of the Meador Addition to the City of Lamesa, Dawson County, Texas located at 202 Raleigh Circle for use as a rental property for a Manufactured Home. *(Building Official)*

22. **REQUEST FOR SPECIFIC USE PERMIT:** City Council to consider approving an Ordinance on First reading approving specific use permit for the following property: All of Lot 17 of the Meador Addition to the City of Lamesa, Dawson County, Texas located at 202 Raleigh Circle for use as a rental property for a Manufactured Home. *(Building Official)*

23. **CITY STAFF REPORTS:**

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

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

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

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

27. **EXECUTIVE SESSION:** Consider convening into closed Executive Session with the City Council of the City of Lamesa, Texas for the following:
Sec. 551.071, Texas Government Code: Consultation with Attorney regarding contemplated litigation under the provisions of the Texas Open Meetings Act).

Sec. 551.074, Texas Government Code: "Personnel Matters; CLOSED MEETING. (a) This chapter does not require a governmental body to conduct an open meeting: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

28. **APPOINTMENT - LAMESA ECONOMIC DEVELOPMENT CORPORATION BOARD MEMBER:** Consider appointing _____ to the Lamesa Economic Development Corporation Board for a two (2) year term ending on Dcember 2023.*(EDC Director)*

29. **APPOINTMENT - LAMESA ECONOMIC ALLIANCE PROJECT BOARD** Consider appointing _____ato the Lamesa Economic Alliance Project for a two (2) year term ending on December 2023. (*EDC Director)*

30. **ADJOURNMENT:** ***The next regularly scheduled meetings of the City Council of the City of Lamesa will be April 19, 2022 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

LAMESATEXAS
TRADE CORRIDOR CROSSING

I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at **4:45 p.m., March 11, 2022** in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEMS: 1 & 2**

1. **CALL TO ORDER**: *Announcement* - "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
MORGAN VERMILLION	Council Member – District 1
FRED VERA	Council Member – District 2/MAYOR PRO-TEM
GLORIA V RODRIGUEZ	Council Member – District 3
DANNY JACOBS	Council Member – District 4
BOBBY G. GONZALES	Council Member – District 5
VACANT	Council Member – District 6

   City Staff members present at the meeting:

JOE HINES	City Manager
BETTY CONDE	City Secretary
RUSSELL CASSELBERRY	Attorney

   Members of the press present at the meeting:

   Members of the public present at the meeting:

AND PLEDGE OF ALLEGIANCE.



City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 3**

SUBJECT: **CONSENT AGENDA ITEMS**
PROCEEDING: Approval
SUBMITTED BY: City staff

SUMMARY STATEMENT

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

a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meeting held on February 15, 2022.

b. **BILLS FOR FEBRUARY 2022:** Approval of the bills paid by the City of Lamesa for the month of February, 2022.

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

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

CITY MANAGER'S MEMORANDUM

These items are considered 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 form 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 SCHEDULED MEETING:

February 15, 2022

On this the 15th day of February 2022, 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 5 City Council Members were present:

JOSH STEVENS	Mayor
MORGAN VERMILLION	Council Member – District 1
FRED VERA	Council Member – District 2 MAYOR PRO-TEM(ABSENT)
GLORIA V. RODRIGUEZ	Council Member – District 3
DANNY JACOBS	Council Member - District 4 .
BOBBY G. GONZALES	Council Member – District 5
VACANT	Council Member – District 6

City staff members present at the meeting:

JOE HINES	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:

Robert Ramirez
Larry Duyck
Brian Beck
Sandy Trevino
Josh Peterson
Leticia Dimas
Norma Garcia
Doug Morris
Ernest Ojeda
Wayne Chapman
Erma Almos

INVOCATION: Josh Stevens

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

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

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

ORDER SPECIAL ELECTION City Council to consider passing a resolution ordering and establishing procedures for the City of Lamesa Special Election for District 6.

Motion by Council Member Gonzales to. approve a resolution ordering and establishing procedures for the City of Lamesa Special Election for District 6. Motion seconded by Council Member Vermillion and upon being put to a vote the motion passed.

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

AMEND LAMESA MUNICIPAL AIRPORT BOARD BY-LAWS: Consider amending the Lamesa Municipal Airport By-Laws Article III regarding Membership. *(John Farris)*

Motion by Council Member Vermillion to amend the Lamesa Municipal Airport By-Laws Article III Membership. Motion seconded by Council Member Jacobs and upon being put to a vote the motion passed.

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

APPOINTMENTS – JUVENILE BOARD: Consider all matters incident and related to appointing one (1) member to the Dawson County Juvenile Board for a two (2) year term. *(City Manager)*

Motion by Council Member Gonzales to appoint Judge Leticia Dimas to the Lamesa Dawson County Juvenile Board for a two (2) year term.. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

ONCOR ELECTRIC DELIVERY- 2021 MEMBERSHIP ASSESSEMENT: Consider passing a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. *(City Manager)*

Motion by Council Member Jacobs to authorize continued participation with the Steering Committee of Cities served by Oncor and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. Motion seconded by Council Member Gonzales 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 TOOT 'N TOTUM FOOD STORES, LLC: City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and TOOT 'N TOTUM FOOD STORES, LLC. *(EDC Director)*

Passed

ORDINANCE ADOPTING A REDISTRICTING PLAN FOR THE CITY OF LAMESA AND ESTABLISHING CITY COUNCIL DISTRICTS: City Council to consider adopting a redistricting plan for the City of Lamesa and establishing City Council Districts. *(City Manager)*

Motion by Council Member Gonzales to pass an ordinance on second reading adopting a redistricting plan for the City of Lamesa and establishing City Council Districts. Motion seconded by Council Member Vermillion and upon being put to a vote the motion passed.

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

RESOLUTION AUTHORIZING FINANCING AGREEMENT WITH GOVERNMENT CAPITAL CORPORATION: City Council to consider authorization of financing agreement with Government Capital Corporation. *(City Manager, Finance Director and City Attorney)*

Motion by Council Member Vermillion to authorize of financing agreement with Government Capital Corporation. Motion seconded by Council Member Jacobs 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 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. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

BUDGET AMENDMENT I: City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds from the sale of trust properties through the Texas Communities Group (City Manager & Finance Director)*

Motion by Council Member Vermillion to consider amending Ordinance O-22-21 on first reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Motion seconded by Council Member Jacobs and upon being put to a vote the motion passed.

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

BUDGET AMENDMENT II: City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022.*) This budget amendment reflects the proceeds from Texas Municipal League Insurance for storm damage on City facilities (City Manager & Finance Director*

Motion by Council Member Gonzales to consider amending Ordinance O-22-21 on first reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

BUDGET AMENDMENT III: City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds for damage to gas line at 816 N.12th (City Manager & Finance Director)*

Motion by Council Member Vermillion to consider amending Ordinance O-22-21 on first reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Motion seconded by Council Member Jacobs and upon being put to a vote the motion passed

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

BUDGET AMENDMENT XIX: City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds from the sale of trust properties through the Texas Communities Group (City Manager & Finance Director)*

Motion by Council Member Vermillionto consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Motion seconded by Council Member Gonzales and upon being put to a vote the motion Gonzales.

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

ORDINANCE TO AMEND CHAPTER 2 ENTITLED "ANIMAL CONTROL" SECTION 2.02.004 OF THE CODE OF ORDINANCES: City Council to discuss and take action amending Chapter 2 entitled "Animal Control" section 2.02.004 Authority to kill or impound animals; impoundment procedures and fees. *(Chief Josh Peterson))*

Motion by Council Member Gonzales to approve an Ordinance amending Chapter 2 entitled "Animal Control" section 2.02.004 Authority to kill or impound animals; impoundment procedures and fees. Motion seconded by Council Member Vermillion and upon being put to a vote the motion passed.

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

DISCUSSION AND POSSIBLE ACTION ON NEW ANIMAL CONTROL ORDINANCE: City Council to discuss and take possible action on New Animal Control Ordinance. *(Chief Josh Peterson)*

Motion by Council Member Gonzales to adopt an ordinance per changes discussed by council. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

RACIAL PROFILING REPORT: Presentation of the annual racial profiling report from the Police Department. *(Chief Josh Peterson)*

PUBLIC HEARING ON REQUEST FOR SPECIFIC USE PERMIT: Public hearing to consider the petition of Danny Jacobs 214 N 22nd Place Lamesa, Texas 79331 of the following property: E 52' of Lot 8 & W 1' OF Lot 7 Block 3 Chicago Heights Addition to the City of Lamesa, Dawson County, Texas located at 214 N 22nd Place for a Dog Grooming Business. *(Building Official)*

No one from the public spoke

REQUEST FOR SPECIFIC USE PERMIT: City Council to consider approving an Ordinance on First reading approving specific use permit for the following property: E 52' of Lot 8 & W 1' OF Lot 7 Block 3 Chicago Heights Addition to the City of Lamesa, Dawson County, Texas located at 214 N 22nd Place for a Dog Grooming Business. *(Building Official)*

Motion by Council Member Gonzalesto approve an Ordinance on first reading for a specific use permit for Danny Jacobs 214 N 22nd Place for a Dog Grooming Business. Motion seconded by Council Member Rodriguez and upon being put to a vote the motion passed.

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

CITY STAFF REPORTS:

a. **PARKS, STREETS, SANITATION/LANDFILL REPORT:** Director to report on the city's recent events.
b. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events.

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

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

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

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

Sec. 551.071, Texas Government Code Consultation with Attorney regarding contemplated litigation under the provisions of the Texas Open Meetings Act). **Sec. 551.074, Texas Government Code**: "Personnel Matters; CLOSED MEETING. (a) This chapter does not require a governmental body to conduct an open meeting: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee."

Motion by Council Member Gonzales to convene in closed executive session in accordance with the provisions of the Texas Open Meetings Act. Motion seconded by Council Member Vermillion and upon being put to a vote the motion passed.

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

RESOLUTION RECALLING JERRY DON ADAMS AS THE CITY'S MEMBER OF THE DAWSON COUNTY CENTRAL APPRAISAL BOARD OF DIRECTORS: City Council to action on recalling Jerry Don Adams as the member as the City's member of the Dawson County Central Appraisal Board of Directors. *(City Council)*

Motion by Council Member Vermillion to recall Jerry Don Adams as member of the Dawson County Central Appraisal District Board of Directors.. Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

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

APPOINTMENT-DAWSON COUNTY CENTRAL APPRAISAL DISTRICT MEMBER: Consider appointing _____ to the Dawson County Central Appraisal Board, for a two (2) year term ending on December 2023.

Motion by Council Member Rodriguez to appoint John Farris to the Dawson County Central Appraisal District Board, for a two (2) year term ending on December 2023. Motion seconded by Council Member Vermillion and upon being put to a vote the motion passed.

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

ADJOURNMENT: ***The next regularly scheduled meetings of the City Council of the City of Lamesa will be March 16, 2021 at 5:30 P.M.***

ATTEST:

_____
Betty Conde
City Secretary

APPROVED:

_____
Josh Stevens
Mayor

FUND : 01 -GENERAL FUND PERIOD TO USE: Feb-2022 THRU Feb-2022
DEPT : N/A ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET	DESCRIPTION	VEND	INV/JE #	NOTE	AMOUNT	BALANCE
1001			CASH IN BANK							
					BEGINNING BALANCE					
2/01/22	2/01	A40314	DFT: 000031	18931	INTERNAL REVENUE SERVICE	5832			33,278.99CR	33,278.99CR
2/01/22	2/01	A40315	CHK: 207659	18931	CAPROCK FEDERAL CREDIT U	1390			17,962.70CR	51,241.69CR
2/01/22	2/01	A40316	CHK: 207660	18931	PAYROLL FUND	3270			97,662.96CR	148,904.65CR
2/01/22	2/01	A40317	CHK: 207661	18931	TX CHILD SUPPORT SDU	5634			211.38CR	149,116.03CR
2/01/22	2/01	A40318	CHK: 207662	18931	AIRMEDCARE NETWORK	5975			1,885.00CR	151,001.03CR
2/01/22	2/01	A40319	CHK: 207663	18931	JAE FITNESS	6023			267.90CR	151,268.93CR
2/01/22	2/01	A40320	CHK: 207664	18931	TX CHILD SUPPORT SDU	6899			207.69CR	151,476.62CR
2/01/22	2/01	A40321	CHK: 207665	18931	TX CHILD SUPPORT SDU	6905			271.09CR	151,747.71CR
2/01/22	2/01	A40322	CHK: 207666	18931	TX CHILD SUPPORT SDU	7077			179.30CR	151,927.01CR
2/01/22	2/01	A40323	DFT: 000032	18925	INTERNAL REVENUE SERVICE	5832			175.62CR	152,102.63CR
2/01/22	2/01	A40324	CHK: 207667	18925	PAYROLL FUND	3270			392.50CR	152,495.13CR
2/02/22	2/02	A40469	CHK: 207704	18911	ATMOS ENERGY CORPORATION	1730			5,035.38CR	157,530.51CR
2/02/22	2/02	A40471	CHK: 207706	18911	TYLER TECHNOLOGIES, INC.	2310			248.02CR	157,778.53CR
2/02/22	2/02	A40472	CHK: 207707	18911	NORTHERN SAFETY CO., INC	5475			168.66CR	157,947.19CR
2/02/22	2/02	A40473	CHK: 207708	18911	OGEDA, ERNEST	5617			72.36CR	158,019.55CR
2/02/22	2/02	A40474	CHK: 207709	18911	TEXAS A&M AGRI LIFE EXTE	6291			300.00CR	158,319.55CR
2/02/22	2/02	A40475	CHK: 207710	18911	ELIAS CORTEZ	6414			47.88CR	158,367.43CR
2/02/22	2/02	A40476	CHK: 207711	18911	DE LAGE LANDEN PUBLIC FI	6511			1,152.96CR	159,520.39CR
2/02/22	2/02	A40477	CHK: 207712	18911	RICHARD REYES	6806			51.91CR	159,572.30CR
2/02/22	2/02	A40478	CHK: 207713	18911	DAWSON COUNTY TAX ASSESS	7048			30.00CR	159,602.30CR
2/02/22	2/02	A40496	CHK: 207714	18910	LAMESA AIRPORT BOARD	1013			22,155.63CR	181,757.93CR
2/02/22	2/02	A40497	CHK: 207715	18910	ADVANCED ANALYSIS, INC	1022			1,787.10CR	183,545.03CR
2/02/22	2/02	A40499	CHK: 207717	18910	AUTOMOTIVE TECHNOLOGY	1139			1,699.42CR	185,244.45CR
2/02/22	2/02	A40500	CHK: 207718	18910	DPC INDUSTRIES INC	1570			250.00CR	185,494.45CR
2/02/22	2/02	A40501	CHK: 207719	18910	DAVID HOGG BODY SHOP	2220			10,044.94CR	195,539.39CR
2/02/22	2/02	A40502	CHK: 207720	18910	PARKHILL,SMITH & COOPER,	3263			1,650.42CR	197,189.81CR
2/02/22	2/02	A40503	CHK: 207721	18910	WARREN CAT	4122			502.43CR	197,692.24CR
2/02/22	2/02	A40504	CHK: 207722	18910	WATERMASTER IRRIGATION	4129			762.40CR	198,454.64CR
2/02/22	2/02	A40505	CHK: 207723	18910	MANDRY TECHNOLOGY SOLUTI	5160			274.50CR	198,729.14CR
2/02/22	2/02	A40506	CHK: 207724	18910	DS SERVICES OF AMERICA,	5275			372.37CR	199,101.51CR
2/02/22	2/02	A40507	CHK: 207725	18910	WEST TEXAS PAVING	5390			5,244.00CR	204,345.51CR
2/02/22	2/02	A40508	CHK: 207726	18910	UTILITY SERVICE CO., INC	5824			22,719.67CR	227,065.18CR
2/02/22	2/02	A40509	CHK: 207727	18910	SOLENIS,LLC	6073			3,733.87CR	230,799.05CR
2/02/22	2/02	A40510	CHK: 207728	18910	PIONEER RESEARCH	6079			614.65CR	231,413.70CR
2/02/22	2/02	A40511	CHK: 207729	18910	DAVID HUCKERT	6182			200.00CR	231,613.70CR
2/02/22	2/02	A40512	CHK: 207730	18910	CAPROCK IRRIGATION LLC	6297			298.96CR	231,912.66CR
2/02/22	2/02	A40513	CHK: 207731	18910	BOLINGER, SEGARS, GILBER	6426			14,000.00CR	245,912.66CR
2/02/22	2/02	A40514	CHK: 207732	18910	SECURE VISION OF AMERICA	6488			3,374.18CR	249,286.84CR
2/02/22	2/02	A40515	CHK: 207733	18910	CANON FINANCIAL SERVICES	6580			714.12CR	250,000.96CR
2/02/22	2/02	A40516	CHK: 207734	18910	ROSALIO MARTINEZ	6612			475.00CR	250,475.96CR
2/02/22	2/02	A40517	CHK: 207735	18910	NORMAN GARZA	6729			1,300.00CR	251,775.96CR
2/02/22	2/02	A40518	CHK: 207736	18910	MC LAIN DSS	6933			7,500.00CR	259,275.96CR
2/02/22	2/02	A40519	CHK: 207737	18910	PREMIER WATERWORKS,INC	6983			6,201.00CR	265,476.96CR

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POST	DATE	TRAN #	REFERENCE	PACKET	DESCRIPTION	VEND	INV/JE #	NOTE	AMOUNT	BALANCE
1001			CASH IN BANK		* (CONTINUED) *					
2/02/22	2/02	A40520	CHK: 207738	18910	CORE AND MAIN	7093			1,614.90CR	267,091.86CR
2/02/22	2/02	A40521	CHK: 207739	18910	NJ CRIMINAL INTERDICTION	7098			700.00CR	267,791.86CR
2/02/22	2/02	A40522	CHK: 207685	18941	DAWSON CO. LIBRARY	1611			630.00CR	268,421.86CR
2/02/22	2/02	A40523	CHK: 207686	18941	HENRY NORRIS AGENCY,. IN	3190			1,041.66CR	269,463.52CR
2/02/22	2/02	A40524	CHK: 207687	18941	SOUTH PLAINS PUBLIC HEAL	3730			2,455.22CR	271,918.74CR
2/02/22	2/02	A40525	CHK: 207688	18941	VOLUNTEER FIRE DEPARTMEN	4090			400.00CR	272,318.74CR
2/02/22	2/02	A40526	CHK: 207689	18941	DUYCK LARRY	5777			200.00CR	272,518.74CR
2/02/22	2/02	A40527	CHK: 207690	18941	JASON WILEY	6025			200.00CR	272,718.74CR
2/02/22	2/02	A40528	CHK: 207691	18941	STEVE ALEXANDER	6356			200.00CR	272,918.74CR
2/02/22	2/02	A40529	CHK: 207692	18941	RANDALL DAVIS	6696			200.00CR	273,118.74CR
2/02/22	2/02	A40530	CHK: 207693	18941	SANTOS TORRES	6755			200.00CR	273,318.74CR
2/02/22	2/02	A40531	CHK: 207694	18941	JEFFREY TVEIT	6873			200.00CR	273,518.74CR
2/02/22	2/02	A40532	CHK: 207695	18941	MICHAEL THORNTON	6934			200.00CR	273,718.74CR
2/02/22	2/02	A40533	CHK: 207696	18941	GEORGE MIZE	6968			200.00CR	273,918.74CR
2/02/22	2/02	A40534	CHK: 207697	18941	ROBERT VELA	6997			200.00CR	274,118.74CR
2/02/22	2/02	A40535	CHK: 207698	18941	AUERILO GARZA	7028			200.00CR	274,318.74CR
2/02/22	2/02	A40536	CHK: 207699	18941	SEBASTIAN IGLESIAS	7046			200.00CR	274,518.74CR
2/02/22	2/02	A40537	CHK: 207700	18941	KENNETH STANTON	7071			200.00CR	274,718.74CR
2/02/22	2/02	A40538	CHK: 207701	18941	EZEKIEL LOPEZ	7072			200.00CR	274,918.74CR
2/02/22	2/02	A40539	CHK: 207702	18941	JUSTIN ROSENFELDT	7086			200.00CR	275,118.74CR
2/02/22	2/02	A40540	CHK: 207703	18941	VERNON SPENCE	7094			200.00CR	275,318.74CR
2/02/22	2/03	B71943	Deposit 000028	11324	METER POSTAGE		JE# 028774		500.00CR	275,818.74CR
2/02/22	2/14	B71997	Misc 000056	11338	METER POSTAGE		JE# 028807		500.00CR	276,318.74CR
2/03/22	2/03	A40564	CHK: 207755	18952	ANDRUS BROTHERS ROOFING	1			25.00CR	276,343.74CR
2/03/22	2/03	A40565	CHK: 207756	18952	AUSTIN RODRIQUEZ	7078			374.04CR	276,717.78CR
2/03/22	2/03	A40566	CHK: 207757	18952	JUSTIN WILSON	7100			156.78CR	276,874.56CR
2/03/22	2/03	A40567	CHK: 207740	18955	AT & T MOBILITY	0885			1,678.18CR	278,552.74CR
2/03/22	2/03	A40568	CHK: 207741	18955	TYLER TECHNOLOGIES, INC.	2310			4,288.31CR	282,841.05CR
2/03/22	2/03	A40569	CHK: 207742	18955	HENRY NORRIS AGENCY,. IN	3190			81.00CR	282,922.05CR
2/03/22	2/03	A40570	CHK: 207743	18955	ROCKY'S BURGERS	3780			20.24CR	282,942.29CR
2/03/22	2/03	A40571	CHK: 207744	18955	WALMART COMMUNITY/GECRB	4110			14.05CR	282,956.34CR
2/03/22	2/03	A40572	CHK: 207745	18955	WATERMASTER IRRIGATION	4129			762.41CR	283,718.75CR
2/03/22	2/03	A40573	CHK: 207746	18955	HD SUPPLY FACILITIES MAI	5100			179.25CR	283,898.00CR
2/03/22	2/03	A40574	CHK: 207747	18955	GRAINGER	5898			193.48CR	284,091.48CR
2/03/22	2/03	A40575	CHK: 207748	18955	GUARDIAN-APPLETON	6141			580.98CR	284,672.46CR
2/03/22	2/03	A40576	CHK: 207749	18955	JONES ENTERPRISES	6276			249.00CR	284,921.46CR
2/03/22	2/03	A40577	CHK: 207750	18955	NORTHERN TOOL & EQUIPMEN	6434			217.55CR	285,139.01CR
2/03/22	2/03	A40578	CHK: 207751	18955	LAW ENFORCEMENT SYSTEMS,	6593			444.00CR	285,583.01CR
2/03/22	2/03	A40579	CHK: 207752	18955	KUBOTA TRACTOR CORP	6643			120.76CR	285,703.77CR
2/03/22	2/03	A40580	CHK: 207753	18955	CI BRANDING/ CREATIVE IN	6708			108.00CR	285,811.77CR
2/03/22	2/03	A40581	CHK: 207754	18955	PREMIER WATERWORKS,INC	6983			230.00CR	286,041.77CR
2/07/22	2/07	A40649	CHK: 207758	18973	ADVANCED ANALYSIS, INC	1022			270.00CR	286,311.77CR
2/07/22	2/07	A40650	CHK: 207759	18973	GIBBS PRINTING	2030			33.15CR	286,344.92CR
2/07/22	2/07	A40651	CHK: 207760	18973	HELENA AGRI-ENTERPRISES,	2260			248.75CR	286,593.67CR
2/07/22	2/07	A40652	CHK: 207761	18973	LAMESA BEARING, INC.	2480			340.46CR	286,934.13CR
2/07/22	2/07	A40653	CHK: 207762	18973	MEDICAL ARTS HOSPITAL	2971			1,118.00CR	288,052.13CR
2/07/22	2/07	A40656	CHK: 207765	18973	PARKHILL,SMITH & COOPER,	3263			22,824.17CR	310,876.30CR

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1001			CASH IN BANK		* (CONTINUED) *					
2/07/22	2/07	A40657	CHK: 207766	18973	PAYTON PLUMBING INC	3286			92.30CR	310,968.60CR
2/07/22	2/07	A40658	CHK: 207767	18973	POSTMASTER	3390			2,100.00CR	313,068.60CR
2/07/22	2/07	A40659	CHK: 207768	18973	SOUTH PLAINS COMMUNICATI	3729			50.00CR	313,118.60CR
2/07/22	2/07	A40660	CHK: 207769	18973	STANDARD INSURANCE CO	3782			1,113.66CR	314,232.26CR
2/07/22	2/07	A40661	CHK: 207770	18973	UNIFIRST HOLDINGS, INC	4079			58.12CR	314,290.38CR
2/07/22	2/07	A40662	CHK: 207771	18973	WINDSTREAM COMMUNICATION	4460			604.66CR	314,895.04CR
2/07/22	2/07	A40663	CHK: 207772	18973	LOWE'S	4970			178.22CR	315,073.26CR
2/07/22	2/07	A40664	CHK: 207773	18973	TASCOSA OFFICE MACHINES,	5115			260.23CR	315,333.49CR
2/07/22	2/07	A40665	CHK: 207774	18973	EQUIPMENT SUPPLY CO. INC	5225			187.50CR	315,520.99CR
2/07/22	2/07	A40666	CHK: 207775	18973	WEATHERMAN CONST. & OVER	5624			183.40CR	315,704.39CR
2/07/22	2/07	A40667	CHK: 207776	18973	WYLIE & SON, INC.	5842			3.36CR	315,707.75CR
2/07/22	2/07	A40668	CHK: 207777	18973	JOHN DEERE FINANCIAL	5861			56.44CR	315,764.19CR
2/07/22	2/07	A40669	CHK: 207778	18973	ADVANCED BUSINESS SOLUTI	5870			144.21CR	315,908.40CR
2/07/22	2/07	A40670	CHK: 207779	18973	JIMMY D BARRON dba NORTH	5974			167.65CR	316,076.05CR
2/07/22	2/07	A40671	CHK: 207780	18973	GUARDIAN-APPLETON	6141			290.49CR	316,366.54CR
2/07/22	2/07	A40672	CHK: 207781	18973	INDUSTRIAL DISPOSAL SUPP	6371			801.37CR	317,167.91CR
2/07/22	2/07	A40673	CHK: 207782	18973	ASCAP	6450			390.00CR	317,557.91CR
2/07/22	2/07	A40674	CHK: 207783	18973	CLUB CAR, LLC	6467			93.77CR	317,651.68CR
2/07/22	2/07	A40675	CHK: 207784	18973	PROSPERITY BANK	6518			45,629.86CR	363,281.54CR
2/07/22	2/07	A40676	CHK: 207785	18973	ONSOLVE, LLC	6586			11,550.02CR	374,831.56CR
2/07/22	2/07	A40677	CHK: 207786	18973	STOCK AND PETAL	6606			197.02CR	375,028.58CR
2/07/22	2/07	A40678	CHK: 207787	18973	ETC LITE, LLC	6633			210.00CR	375,238.58CR
2/07/22	2/07	A40679	CHK: 207788	18973	FIRST FINANCIAL BANK	6719			63,768.61CR	439,007.19CR
2/07/22	2/07	A40680	CHK: 207789	18973	ENER-TEL SERVICES	6785			43.31CR	439,050.50CR
2/07/22	2/07	A40681	CHK: 207790	18973	NELSON SCIENTIFIC dba AQ	6882			278.50CR	439,329.00CR
2/07/22	2/07	A40682	CHK: 207791	18973	MC LAIN DSS	6933			3,750.00CR	443,079.00CR
2/07/22	2/07	A40683	CHK: 207792	18973	PREMIER WATERWORKS,INC	6983			241.16CR	443,320.16CR
2/07/22	2/07	A40684	CHK: 207793	18973	HUNTINGTON NATIONAL BANK	7029			2,271.61CR	445,591.77CR
2/07/22	2/07	A40685	CHK: 207794	18973	TABITHA SALAZAR	7047			200.00CR	445,791.77CR
2/07/22	2/07	A40686	CHK: 207795	18973	DAWSON COUNTY TAX ASSESS	7048			7.50CR	445,799.27CR
2/07/22	2/07	A40687	CHK: 207796	18973	TRANS UNION RISK AND ALT	7053			159.90CR	445,959.17CR
2/07/22	2/07	A40688	CHK: 207797	18974	CONSOLIDATED SPECIAL FUN	1517			48,000.00CR	493,959.17CR
2/07/22	2/07	A40689	CHK: 207798	18974	DIMAS, LETICIA	1650			19.38CR	493,978.55CR
2/07/22	2/07	A40690	CHK: 207799	18974	TREVINO SANDY	5385			11.51CR	493,990.06CR
2/07/22	2/07	A40691	CHK: 207800	18974	GILBERT RAMOS	6108			11.51CR	494,001.57CR
2/07/22	2/07	A40692	CHK: 207801	18974	LION GROUP, INC.	6209			69.20CR	494,070.77CR
2/07/22	2/07	A40693	CHK: 207802	18974	NORMA GARCIA	6274			31.28CR	494,102.05CR
2/07/22	2/07	A40694	CHK: 207803	18974	JOHNNY SHOOK	6449			150.00CR	494,252.05CR
2/07/22	2/07	A40695	CHK: 207804	18974	SARAH CANTU	6683			11.51CR	494,263.56CR
2/07/22	2/07	A40696	CHK: 207805	18974	BILLY VOGLER	6805			19.38CR	494,282.94CR
2/07/22	2/07	A40697	CHK: 207806	18974	RICHARD REYES	6806			19.38CR	494,302.32CR
2/07/22	2/07	A40698	CHK: 207807	18974	JOSH REYES	6993			31.28CR	494,333.60CR
2/07/22	2/07	A40699	CHK: 207808	18974	D'SHAWNA DICKERMAN	7035			11.51CR	494,345.11CR
2/07/22	2/07	A40700	CHK: 207809	18974	MICHAEL HOLDER	7049			19.38CR	494,364.49CR
2/07/22	2/07	A40701	CHK: 207810	18974	LISHA LAND	7058			11.51CR	494,376.00CR
2/07/22	2/07	A40702	CHK: 207811	18974	VERNON SPENCE	7094			11.51CR	494,387.51CR
2/07/22	2/07	A40703	CHK: 207812	18974	BENJAMIN RENDON	7101			31.28CR	494,418.79CR

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1001			CASH IN BANK		* (CONTINUED) *					
2/07/22	2/07	A40704	CHK: 207813	18974	JUAN HERNANDEZ	7102			19.38CR	494,438.17CR
2/07/22	2/07	A40705	CHK: 207814	18974	CRYSTAL RAMIREZ	7103			11.51CR	494,449.68CR
2/07/22	2/07	A40706	CHK: 207815	18974	ROBERT LEE PETERSON	7104			7.67CR	494,457.35CR
2/10/22	2/10	A40757	CHK: 207816	18984	AT & T MOBILITY	0885			54.00CR	494,511.35CR
2/10/22	2/10	A40758	CHK: 207817	18984	LILLY RODRIGUEZ	1			50.00CR	494,561.35CR
2/10/22	2/10	A40759	CHK: 207818	18984	MARIA FLOREZ	1			50.00CR	494,611.35CR
2/10/22	2/10	A40760	CHK: 207819	18984	LILLY RODRIGUEZ	1			50.00CR	494,661.35CR
2/10/22	2/10	A40761	CHK: 207820	18984	AUTOMOTIVE TECHNOLOGY	1139			229.50CR	494,890.85CR
2/10/22	2/10	A40762	CHK: 207821	18984	CANADIAN RIVER MUNICIPAL	1385			68,335.05CR	563,225.90CR
2/10/22	2/10	A40763	CHK: 207822	18984	DPC INDUSTRIES INC	1570			2,441.13CR	565,667.03CR
2/10/22	2/10	A40764	CHK: 207823	18984	DAVIS FURNITURE COMPANY	1600			1,503.59CR	567,170.62CR
2/10/22	2/10	A40765	CHK: 207824	18984	FARMERS MACHINE SHOP	1800			1,808.73CR	568,979.35CR
2/10/22	2/10	A40766	CHK: 207825	18984	GEBO'S DISTRIBUTING CO.,	2000			1,654.03CR	570,633.38CR
2/10/22	2/10	A40769	CHK: 207828	18984	TYLER TECHNOLOGIES, INC.	2310			455.50CR	571,088.88CR
2/10/22	2/10	A40770	CHK: 207829	18984	LAMESA TIRE & BATTERY. I	2645			2,667.50CR	573,756.38CR
2/10/22	2/10	A40772	CHK: 207831	18984	LYNTEGAR ELECTRIC COOPER	2728			208.13CR	573,964.51CR
2/10/22	2/10	A40773	CHK: 207832	18984	MESA IRRIGATION COMPANY	2980			78.26CR	574,042.77CR
2/10/22	2/10	A40774	CHK: 207833	18984	HENRY NORRIS AGENCY,. IN	3190			81.00CR	574,123.77CR
2/10/22	2/10	A40775	CHK: 207834	18984	S & C OIL COMPANY, INC.	3575			200.74CR	574,324.51CR
2/10/22	2/10	A40776	CHK: 207835	18984	SHARE CORPORATION	3705			193.50CR	574,518.01CR
2/10/22	2/10	A40777	CHK: 207836	18984	TEXAS COMMISSION ON ENVI	3977			5,278.55CR	579,796.56CR
2/10/22	2/10	A40778	CHK: 207837	18984	WARREN CAT	4122			652.27CR	580,448.83CR
2/10/22	2/10	A40779	CHK: 207838	18984	WINDSTREAM COMMUNICATION	4460			62.89CR	580,511.72CR
2/10/22	2/10	A40780	CHK: 207839	18984	AMERICAN EXPRESS	4880			4,303.16CR	584,814.88CR
2/10/22	2/10	A40785	CHK: 207844	18984	DAWSON COUNTY TREASURER	5000			475.00CR	585,289.88CR
2/10/22	2/10	A40786	CHK: 207845	18984	HD SUPPLY FACILITIES MAI	5100			179.25CR	585,469.13CR
2/10/22	2/10	A40787	CHK: 207846	18984	TASCOSA OFFICE MACHINES,	5115			2,951.71CR	588,420.84CR
2/10/22	2/10	A40789	CHK: 207848	18984	STATE RUBBER & ENVIRONME	5315			6,991.40CR	595,412.24CR
2/10/22	2/10	A40790	CHK: 207849	18984	NORTHERN SAFETY CO., INC	5475			413.18CR	595,825.42CR
2/10/22	2/10	A40791	CHK: 207850	18984	O'REILLY AUTOMOTIVE, INC	5618			312.83CR	596,138.25CR
2/10/22	2/10	A40792	CHK: 207851	18984	SKTR, INC.	5798			404.10CR	596,542.35CR
2/10/22	2/10	A40793	CHK: 207852	18984	NAPA AUTO PARTS	5833			3,489.52CR	600,031.87CR
2/10/22	2/10	A40795	CHK: 207854	18984	FRANKLIN & SON, INC.	5840			944.93CR	600,976.80CR
2/10/22	2/10	A40796	CHK: 207855	18984	LAMESA RECYCLING	5869			16.55CR	600,993.35CR
2/10/22	2/10	A40797	CHK: 207856	18984	WTG FUELS, INC.	6220			20,996.00CR	621,989.35CR
2/10/22	2/10	A40799	CHK: 207858	18984	CAPROCK IRRIGATION LLC	6297			72.29CR	622,061.64CR
2/10/22	2/10	A40800	CHK: 207859	18984	RELIANT ENERGY	6316			31,030.00CR	653,091.64CR
2/10/22	2/10	A40802	CHK: 207861	18984	ODESSA PUMPS	6378			2,403.50CR	655,495.14CR
2/10/22	2/10	A40803	CHK: 207862	18984	NORTHERN TOOL & EQUIPMEN	6434			119.76CR	655,614.90CR
2/10/22	2/10	A40804	CHK: 207863	18984	DE LAGE LANDEN PUBLIC FI	6511			269.09CR	655,883.99CR
2/10/22	2/10	A40805	CHK: 207864	18984	TIFCO INDUSTRIES, INC.	6783			202.80CR	656,086.79CR
2/15/22	2/15	A40820	CHK: 207873	18982	UNIFIRST HOLDINGS, INC	4079			58.12CR	656,144.91CR
2/15/22	2/15	A40821	CHK: 207874	18982	MANDRY TECHNOLOGY SOLUTI	5160			11,260.82CR	667,405.73CR
2/15/22	2/15	A40825	CHK: 207878	18982	EMELIO SANCHEZ	7105			11.51CR	667,417.24CR
2/15/22	2/15	A40826	DFT: 000033	18997	INTERNAL REVENUE SERVICE	5832			34,852.49CR	702,269.73CR
2/15/22	2/15	A40827	CHK: 207865	18997	CAPROCK FEDERAL CREDIT U	1390			19,309.97CR	721,579.70CR
2/15/22	2/15	A40828	CHK: 207866	18997	PAYROLL FUND	3270			102,794.82CR	824,374.52CR

FUND : 01 -GENERAL FUND PERIOD TO USE: Feb-2022 THRU Feb-2022
DEPT : N/A ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET	DESCRIPTION	VEND	INV/JE #	NOTE	AMOUNT	BALANCE
1001			CASH IN BANK		* (CONTINUED) *					
2/15/22	2/15	A40829	CHK: 207867	18997	TX CHILD SUPPORT SDU	5634			211.38CR	824,585.90CR
2/15/22	2/15	A40830	CHK: 207868	18997	AIRMEDCARE NETWORK	5975			870.00CR	825,455.90CR
2/15/22	2/15	A40831	CHK: 207869	18997	JAE FITNESS	6023			267.90CR	825,723.80CR
2/15/22	2/15	A40832	CHK: 207870	18997	TX CHILD SUPPORT SDU	6899			207.69CR	825,931.49CR
2/15/22	2/15	A40833	CHK: 207871	18997	TX CHILD SUPPORT SDU	6905			271.09CR	826,202.58CR
2/15/22	2/15	A40834	CHK: 207872	18997	TX CHILD SUPPORT SDU	7077			179.30CR	826,381.88CR
2/15/22	2/15	A40835	CHK: 207879	19002	LAMESA TIRE & BATTERY. I	2645			1,987.50CR	828,369.38CR
2/15/22	2/15	A40836	CHK: 207880	19002	AMERICAN EXPRESS	4880			3,530.38CR	831,899.76CR
2/15/22	2/15	A40839	CHK: 207883	19002	NAPA AUTO PARTS	5833			3,040.78CR	834,940.54CR
2/17/22	2/17	A40861	CHK: 207914	19008	AFLAC INSURANCE	1020			3,753.48CR	838,694.02CR
2/17/22	2/17	A40862	CHK: 207915	19008	ADVANCED ANALYSIS, INC	1022			855.00CR	839,549.02CR
2/17/22	2/17	A40863	CHK: 207916	19008	LAMESA TIRE & BATTERY. I	2645			680.00CR	840,229.02CR
2/17/22	2/17	A40864	CHK: 207917	19008	MAYFIELD PAPER COMPANY,	2957			290.94CR	840,519.96CR
2/17/22	2/17	A40865	CHK: 207918	19008	MOTOROLA SOLUTIONS INC.	3105			9,227.44CR	849,747.40CR
2/17/22	2/17	A40866	CHK: 207919	19008	PARKHILL,SMITH & COOPER,	3263			884.02CR	850,631.42CR
2/17/22	2/17	A40867	CHK: 207920	19008	AMERICAN EXPRESS	4880			772.78CR	851,404.20CR
2/17/22	2/17	A40868	CHK: 207921	19008	BENMARK SUPPLY CO., INC.	5250			1,320.00CR	852,724.20CR
2/17/22	2/17	A40869	CHK: 207922	19008	NAPA AUTO PARTS	5833			448.74CR	853,172.94CR
2/17/22	2/17	A40870	CHK: 207923	19008	CITIZENS BANK OF LAS CRU	6724			20,531.14CR	873,704.08CR
2/17/22	2/17	A40871	CHK: 207885	19016	IRENE RODRIGUEZ	1			150.00CR	873,854.08CR
2/17/22	2/17	A40872	CHK: 207886	19016	BROCK VETERINARY CLINIC,	1302			672.25CR	874,526.33CR
2/17/22	2/17	A40873	CHK: 207887	19016	BRUCKNER'S TRUCK SALES,	1340			1,291.04CR	875,817.37CR
2/17/22	2/17	A40874	CHK: 207888	19016	CLAIBORNE'S THRIFTWAY	1480			113.17CR	875,930.54CR
2/17/22	2/17	A40875	CHK: 207889	19016	HIGGINBOTHAM'S GENERAL O	2180			2,682.13CR	878,612.67CR
2/17/22	2/17	A40877	CHK: 207891	19016	LAMESA ECONOMIC DEVELOPM	2555			35,106.96CR	913,719.63CR
2/17/22	2/17	A40878	CHK: 207892	19016	MAYFIELD PAPER COMPANY,	2957			544.88CR	914,264.51CR
2/17/22	2/17	A40880	CHK: 207894	19016	SOUTH PLAINS COMMUNICATI	3729			1,213.50CR	915,478.01CR
2/17/22	2/17	A40882	CHK: 207896	19016	WARREN CAT	4122			953.18CR	916,431.19CR
2/17/22	2/17	A40883	CHK: 207897	19016	WINDSTREAM COMMUNICATION	4460			76.38CR	916,507.57CR
2/17/22	2/17	A40884	CHK: 207898	19016	DS SERVICES OF AMERICA,	5275			53.44CR	916,561.01CR
2/17/22	2/17	A40885	CHK: 207899	19016	AUTOZONE, INC.	5593			2,191.82CR	918,752.83CR
2/17/22	2/17	A40886	CHK: 207900	19016	OGEDA, ERNEST	5617			8.16CR	918,760.99CR
2/17/22	2/17	A40887	CHK: 207901	19016	GREAT AMERICA FINANCIAL	5734			195.60CR	918,956.59CR
2/17/22	2/17	A40888	CHK: 207902	19016	ADVANCED BUSINESS SOLUTI	5870			214.64CR	919,171.23CR
2/17/22	2/17	A40889	CHK: 207903	19016	LAMESA ECONOMIC ALLIANCE	5942			35,106.96CR	954,278.19CR
2/17/22	2/17	A40890	CHK: 207904	19016	VERIZON WIRELESS	5969			1,417.56CR	955,695.75CR
2/17/22	2/17	A40892	CHK: 207906	19016	CANON FINANCIAL SERVICES	6580			770.72CR	956,466.47CR
2/17/22	2/17	A40893	CHK: 207907	19016	LAW ENFORCEMENT SYSTEMS,	6593			157.00CR	956,623.47CR
2/17/22	2/17	A40894	CHK: 207908	19016	KUBOTA TRACTOR CORP	6643			1,207.62CR	957,831.09CR
2/17/22	2/17	A40895	CHK: 207909	19016	KWIK KAR OIL & LUBE	6691			422.00CR	958,253.09CR
2/17/22	2/17	A40896	CHK: 207910	19016	RANDALL DAVIS	6696			89.28CR	958,342.37CR
2/17/22	2/17	A40897	CHK: 207911	19016	QUADIENT LEASING USA, IN	6855			339.09CR	958,681.46CR
2/17/22	2/17	A40898	CHK: 207912	19016	VEXUS FIBER	6874			709.97CR	959,391.43CR
2/17/22	2/17	A40899	CHK: 207913	19016	DISH	6954			239.45CR	959,630.88CR
2/21/22	2/22	A40926	CHK: 207924	19023	LAMESA CHAMBER OF COMMER	1457			3,270.00CR	962,900.88CR
2/22/22	2/22	U30893	CHECK 207925	22513	REFUND: DENNIS, LOLA F				21.10CR	962,921.98CR
2/22/22	2/22	U30893	CHECK 207926	22513	REFUND: HATCHETT, BRADY				37.44CR	962,959.42CR

FUND : 01 -GENERAL FUND PERIOD TO USE: Feb-2022 THRU Feb-2022
DEPT : N/A ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET	DESCRIPTION	VEND	INV/JE #	NOTE	AMOUNT	BALANCE
1001			CASH IN BANK		* (CONTINUED) *					
2/22/22	2/22	U30893	CHECK	207927	22513 REFUND: MAULDIN, SUELLEN				105.37CR	963,064.79CR
2/22/22	2/22	U30893	CHECK	207928	22513 REFUND: MORENO, CHRIS				100.00CR	963,164.79CR
2/22/22	2/22	U30893	CHECK	207929	22513 REFUND: HUCKERT, BRIAN				32.08CR	963,196.87CR
2/22/22	2/22	U30893	CHECK	207930	22513 REFUND: GARZA, AUGUSTINA L				23.57CR	963,220.44CR
2/22/22	2/22	U30893	CHECK	207931	22513 REFUND: PESINA, JAMIE				84.46CR	963,304.90CR
2/22/22	2/22	U30893	CHECK	207932	22513 REFUND: KRAUSE, JANE M				31.87CR	963,336.77CR
2/22/22	2/22	U30893	CHECK	207933	22513 REFUND: LOBLACK, LASONYA				24.02CR	963,360.79CR
2/22/22	2/22	U30893	CHECK	207934	22513 REFUND: OLVERA, ELOY T				58.54CR	963,419.33CR
2/22/22	2/22	U30893	CHECK	207935	22513 REFUND: ESPINOSA, DANIEL G				79.78CR	963,499.11CR
2/22/22	2/22	U30893	CHECK	207936	22513 REFUND: HILLTOP LLC				66.03CR	963,565.14CR
2/22/22	2/22	U30893	CHECK	207937	22513 REFUND: ORTIZ, ANALEE				45.67CR	963,610.81CR
2/22/22	2/22	U30893	CHECK	207938	22513 REFUND: LONG, LINDA J				45.82CR	963,656.63CR
2/22/22	2/22	U30893	CHECK	207939	22513 REFUND: WILLIS, LAURI				55.86CR	963,712.49CR
2/22/22	2/22	U30893	CHECK	207940	22513 REFUND: JOHNSON, MARY SUE				28.48CR	963,740.97CR
2/22/22	2/22	U30893	CHECK	207941	22513 REFUND: LAMESA 410, LTD				55.97CR	963,796.94CR
2/22/22	2/22	U30893	CHECK	207942	22513 REFUND: LETA GENE HAMILTON EST				86.42CR	963,883.36CR
2/22/22	2/22	U30893	CHECK	207943	22513 REFUND: FREEMAN, CASSANDRA D				45.67CR	963,929.03CR
2/22/22	2/22	U30893	CHECK	207944	22513 REFUND: DURRETT, KAREN				83.03CR	964,012.06CR
2/22/22	2/22	U30893	CHECK	207945	22513 REFUND: VILLALOBOS, AMALIA				100.00CR	964,112.06CR
2/22/22	2/22	U30893	CHECK	207946	22513 REFUND: HOLLINGSWORTH, MARK				11.71CR	964,123.77CR
2/22/22	2/22	U30893	CHECK	207947	22513 REFUND: ALEXANDER, STEVE				43.58CR	964,167.35CR
2/22/22	2/22	U30893	CHECK	207948	22513 REFUND: BEE HIVE HOMES II				13.00CR	964,180.35CR
2/22/22	2/22	A40923	CHK: 207962	19028	ADVANCED ANALYSIS, INC	1022			915.00CR	965,095.35CR
2/22/22	2/22	A40924	CHK: 207963	19028	INDUSTRIAL DISPOSAL SUPP	6371			904.83CR	966,000.18CR
2/22/22	2/22	A40925	CHK: 207964	19028	CRAMER MARKETING	6802			1,748.15CR	967,748.33CR
2/22/22	2/22	A40927	CHK: 207949	19026	CARLOS AGUERO	1			425.00CR	968,173.33CR
2/22/22	2/22	A40928	CHK: 207950	19026	ADVANCED ANALYSIS, INC	1022			180.00CR	968,353.33CR
2/22/22	2/22	A40929	CHK: 207951	19026	DPC INDUSTRIES INC	1570			230.00CR	968,583.33CR
2/22/22	2/22	A40930	CHK: 207952	19026	TYLER TECHNOLOGIES, INC.	2310			2,118.69CR	970,702.02CR
2/22/22	2/22	A40931	CHK: 207953	19026	LAMESA MAILING & PACKING	2588			70.90CR	970,772.92CR
2/22/22	2/22	A40932	CHK: 207954	19026	LAMESA PRESS REPORTER, I	2590			1,353.59CR	972,126.51CR
2/22/22	2/22	A40933	CHK: 207955	19026	EQUIPMENT SUPPLY CO. INC	5225			202.95CR	972,329.46CR
2/22/22	2/22	A40934	CHK: 207956	19026	OGEDA, ERNEST	5617			51.96CR	972,381.42CR
2/22/22	2/22	A40935	CHK: 207957	19026	CI BRANDING/ CREATIVE IN	6708			89.28CR	972,470.70CR
2/22/22	2/22	A40936	CHK: 207958	19026	SAFE LIFE DEFENSE	6897			3,746.29CR	976,216.99CR
2/22/22	2/22	A40938	CHK: 207960	19026	PREMIER WATERWORKS,INC	6983			93.60CR	976,310.59CR
2/22/22	2/22	A40939	CHK: 207961	19026	SEIZURE FUND ACCOUNT	7109			6,639.00CR	982,949.59CR
2/25/22	2/25	A40960	CHK: 207965	19047	MARIA SALINAS	1			34.33CR	982,983.92CR
2/25/22	2/25	A40961	CHK: 207966	19047	SOUTH PLAINS COMMUNICATI	3729			121.00CR	983,104.92CR
2/25/22	2/25	A40962	CHK: 207967	19047	UNIFIRST HOLDINGS, INC	4079			63.85CR	983,168.77CR
2/25/22	2/25	A40963	CHK: 207968	19047	MANDRY TECHNOLOGY SOLUTI	5160			2,783.46CR	985,952.23CR
2/25/22	2/25	A40964	CHK: 207969	19047	ADVANCED BUSINESS SOLUTI	5870			222.50CR	986,174.73CR
2/25/22	2/25	A40965	CHK: 207970	19047	SIERRA SPRINGS	6114			137.70CR	986,312.43CR
2/25/22	2/25	A40966	CHK: 207971	19047	RELIANT ENERGY	6316			517.17CR	986,829.60CR
2/25/22	2/25	A40967	CHK: 207972	19047	ALL AMERICAN PUMP SOLUTI	6735			265.25CR	987,094.85CR
2/25/22	2/25	A40968	CHK: 207973	19036	DACO	1580			3,842.73CR	990,937.58CR
2/25/22	2/25	A40970	CHK: 207975	19036	PARKHILL,SMITH & COOPER,	3263			21,361.70CR	1,012,299.28CR

FUND : 01 -GENERAL FUND PERIOD TO USE: Feb-2022 THRU Feb-2022
DEPT : N/A ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET	DESCRIPTION	VEND	INV/JE #	NOTE	AMOUNT	BALANCE
1001			CASH IN BANK		* (CONTINUED) *					
2/25/22	2/25	A40971	CHK: 207976	19036	ELECTION SYSTEMS & SOFTW	5628			1,001.17CR	1,013,300.45CR
2/25/22	2/25	A40972	CHK: 207977	19036	THE PRODUCTIVITY CENTER	5714			330.00CR	1,013,630.45CR
2/25/22	2/25	A40973	CHK: 207978	19036	LABORLAWCENTER,INC.	6154			566.91CR	1,014,197.36CR
2/25/22	2/25	A40974	CHK: 207979	19036	LAW ENFORCEMENT SYSTEMS,	6593			854.00CR	1,015,051.36CR
2/25/22	2/25	A40975	CHK: 207980	19036	PAT MCCARTHY PRODUCTIONS	6977			1,600.00CR	1,016,651.36CR
2/25/22	2/25	A40976	CHK: 207981	19036	MARINELAND BOATING CENTE	7108			1,952.68CR	1,018,604.04CR
2/28/22	2/28	A41083	DFT: 000034	19045	INTERNAL REVENUE SERVICE	5832			162.62CR	1,018,766.66CR
2/28/22	2/28	A41102	CHK: 207982	19058	FULBRIGHT & CASSELBERRY	2090			2,210.20CR	1,020,976.86CR
2/28/22	2/28	A41103	CHK: 207983	19058	PAYROLL FUND	3270			314.00CR	1,021,290.86CR
2/28/22	2/28	A41104	CHK: 207984	19058	SENIOR CITIZENS	3675			3,750.00CR	1,025,040.86CR
2/28/22	2/28	A41105	CHK: 207985	19059	AFLAC INSURANCE	1020			3,867.40CR	1,028,908.26CR
2/28/22	2/28	A41106	CHK: 207986	19059	CAPROCK FEDERAL CREDIT U	1390			115.44CR	1,029,023.70CR
2/28/22	2/28	A41107	CHK: 207987	19059	TEXAS MUNICIPAL RETIREME	3973			18,410.15CR	1,047,433.85CR
2/28/22	2/28	A41110	CHK: 207990	19059	LEGAL SHIELD	5900			109.07CR	1,047,542.92CR
2/28/22	2/28	A41111	CHK: 207991	19059	NEW YORK LIFE	5921			101.96CR	1,047,644.88CR
2/28/22	3/01	B72160	Misc 000006	11356	HEALTH INS. TSF. - G/F		JE# 028856		33,856.67CR	1,081,501.55CR
2/28/22	3/02	B72177	Misc 000013	11357	WORKER COMP TSF TO RISK MGMT		JE# 028862		6,992.00CR	1,088,493.55CR
2/28/22	3/02	B72183	Misc 000018	11358	LIABILITY TSF G/F TO RISK MGMT		JE# 028868		6,248.00CR	1,094,741.55CR
2/28/22	3/10	B72237	Misc 000022	11369	COURT TSF TO STATE AGENCY		JE# 028894		4,699.12CR	1,099,440.67CR
2/28/22	3/10	B72240	Misc 000024	11371	TO RECORD DUE TO/FROM/FEB 22		JE# 028897		41,053.26CR	1,140,493.93CR
2/28/22	3/10	B72240	Misc 000024	11371	TO RECORD DUE TO/FROM/FEB 22		JE# 028897		266.77CR	1,140,760.70CR
2/28/22	3/10	B72240	Misc 000024	11371	TO RECORD DUE TO/FROM/FEB 22		JE# 028897		226.12CR	1,140,986.82CR
2/28/22	3/10	B72240	Misc 000024	11371	TO RECORD DUE TO/FROM/FEB 22		JE# 028897		255.74CR	1,141,242.56CR
2/28/22	3/10	B72240	Misc 000024	11371	TO RECORD DUE TO/FROM/FEB 22		JE# 028897		5.13CR	1,141,247.69CR
			==========		FEBRUARY ACTIVITY DB:	0.00	CR: 1,141,247.69CR		1,141,247.69CR	

SELECTION CRITERIA

FISCAL YEAR: Oct-2021 / Sep-2022
FUND: Include: 01
PERIOD TO USE: Feb-2022 THRU Feb-2022
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 JOURNAL ENTRY NOTES: 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: MARCH 15, 2022 **AGENDA ITEM: 4**

SUBJECT: **PROCLAMATION**
PROCEEDING: Presentation
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

Child Abuse Awareness and Prevention Month, April 2022.

No Action

CITY STAFF MEMORANDUM

Recommend approval.

MEDICAL ARTS HOSPITAL

CHILD ABUSE AWARENESS BALLOON LAUNCH



April 5, 2022

4:30 pm

April is Child Abuse Prevention Month.

Wear blue and join us on Tuesday, April 5th at 4:30pm for our 3rd balloon launch.

Location: MAH Helipad

Proclamation: Child Abuse Awareness and Prevention Month, April 2022

WHEREAS, in Federal fiscal year 2020, the Texas Department of Family & Protective Services confirmed 68,461 victims of child abuse or neglect, including Lamesa in Dawson County; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of Texas; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses, and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that benefit children and their families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment;

WHEREAS, prevention remains the best defense for children and families;

WHEREAS, the impact of abuse and neglect has long-term personal, economic and social costs; therefore, hurting Texas' future;

WHEREAS, Court Appointed Special Advocates® – CASA volunteers – are assigned by the court to speak up for a child's best interest and help ensure a child's voice is heard;

WHEREAS, every child in foster care deserves a CASA volunteer, but roughly less than half the children in care do not have a CASA volunteer;

WHEREAS, 11,066 CASA volunteers spoke up for the best interest of 29,229 children in Texas in 2020;

WHEREAS, Medical Arts Hospital, Child Protective Services, Child Advocacy Centers, foster parents, teachers and others work to ensure that children in our community have a safe, happy future;

NOW, THEREFORE, I, Josh Stevens, Mayor of the City of Lamesa,Texas do hereby proclaim April 2022 as NATIONAL CHILD ABUSE PREVENTION MONTH in Dawson County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Signed

Name

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 5**

SUBJECT: **DISCUSSION REGARDING THE PLACEMENT OF SIGNS OR MATERIALS ON CITY RIGHT - OF - WAY**
PROCEEDING: Action
SUBMITTED BY: City Staff
AUTHORITY:

SUMMARY STATEMENT

City Council to discuss the placement of signs or materials on city right -of- way.*(City Manager)*

COUNCIL ACTION

DISCUSSION _____

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 6**

SUBJECT: **OPEN AND AWARD BIDS FOR CONSTRUCTION OF THE CITY OF LAMESA, BRYAN AVENUE UTILITY REPLACEMENT PROJECT**

PROCEEDING:

SUBMITTED BY: City Staff

AUTHORITY:

SUMMARY STATEMENT

City Council to open bids and award _____ for the construction of the City of Lamesa, Bryan Avenue Utility Replacement project to be reviewed by City Staff and City Engineer. *(City Manager, Finance Director and Mr. Holly Holder, City Engineer (Parkhill Smith & Cooper)].*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to award _____for construction of the City of Lamesa , Bryan Avenue Utility Replacement Project. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 7**

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

SUMMARY STATEMENT

City Council to Consider passing a resolution of appreciation to Doug Morris for 5 years of service on City Council.(*City Council)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a resolution of appreciation to Doug Morris for 5 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 STAFF MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION of the City of Lamesa, Texas extending appreciation and thanks to Brant Stewart for his 5 years of service as City Council Member District 6 for the City of Lamesa.

WHEREAS, the City wishes to acknowledge the selflessness and generosity of such service of Doug Morris;

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 15th day of March 2022.

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 8**

SUBJECT: **AN ORDINANCE DECLARING UNOPPOSED CANDIDATE IN THE MAY 7, 2022, GENERAL ELECTION FOR MAYOR, ELECTED TO OFFICE; CANCELING THE ELECTION PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

PROCEEDING:

SUBMITTED BY: City Staff.

EXHIBITS: Ordinance First Reading

AUTHORITY: *State Law; Texas Election Code; Section 2.052*

SUMMARY STATEMENT

City Council to Consider passing an ordinance on First reading declaring the unopposed candidate in the May 7, 2022, General Election for Mayor, elected to office; canceling the election providing a severability clause; providing an effective date.

COUNCIL ACTION

DISCUSSION:

_____

Motion by Council Member _____ to pass an ordinance on First reading declaring the unopposed candidate in the May 7, 2022, General Election for Mayor, elected to office; canceling the election providing a severability clause; providing an effective date. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE DECLARING AN UNOPPOSED CANDIDATE IN THE MAY 7, 2022 GENERAL CITY ELECTION FOR MAYOR, ELECTED TO OFFICE; CANCELING THE ELECTION PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, general city election was called for May 7, 2022, for the purpose of electing members to the city council; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the city council to declare the candidates elected to office and canceling the election.

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

Section 1. The following candidate, who is unopposed in the May 7 2022 general city election, is declared elected to office of Mayor, and shall be issued certificates of election following the time the election would have been canvassed:

Mayor: Josh Stevens

Section 2. The May 7, 2022, general election for Mayor is hereby canceled, and the city secretary is directed to cause a copy of this ordinance to be posted on election day at each polling place that would have been used in the general election.

Section 3. It is declared to be the intent of the city council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the city council would have enacted them without the invalid portion.

Section 4. This ordinance shall take effect upon its final passage, and it is so ordained.

Upon being put to a vote the foregoing ordinance was Passed on First Reading on the 15th day of March, 2022 by a majority vote; and then on the 20th day of April 19th , 2022, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act; there being a quorum present and acting throughout the meeting the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second and Final Reading and Adopted this 19th day of April, 2022 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 Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 9**

SUBJECT:	**APPOINTMENT – ELECTION OFFICIALS**
PROCEEDING:	Appointment
SUBMITTED BY:	City Secretary
EXHIBITS:	Resolution
AUTHORITY:	*State Law; Texas Election Code, Section 32.005*

SUMMARY STATEMENT

Consider passing resolution appointing a presiding judge and alternate judge for the 2022 City Special Election and a presiding judge for the Early Voting Ballot Board; clerks for early balloting and to provide compensation of services for the 2022 City Election to be held on May 7, 2022. (*City Secretary*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____to pass a resolution appointing a presiding judge and alternate judge for the 2022 City Special Election to be held on May 7, 2022. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Beverly Beaty has agreed to serve as Presiding Judge with Norma Ortega as Alternate Judge; Norma Ortega has agreed to serve as Judge of the Early Voting Ballot Board. They have worked in previous elections and I recommend passing a resolution making these appointments. The rate of pay for all election day workers to be $11.00 per hour.

Recommend approval.

RESOLUTION NO.

A RESOLUTION APPOINTING ELECTION OFFICIALS FOR THE 2022 CITY OF LAMESA SPECIAL ELECTION.

On this the 15th day of March, 2022, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act; there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the terms of the Federal Court Order resolving Civil Action Number CA 5-91-0153, the laws of the State of Texas and the Charter of the City of Lamesa, Texas provide that on May 7, 2022, there shall be elected the following officials for this City.

One (1) "Council Member" in District 6
to fill an unexpired term ending in 2023 and

WHEREAS, the terms of the Federal Court Order resolving Civil Action Number CA 5-91-0153, the laws of the State of Texas and the Charter of the City of Lamesa, Texas further provide that the Election code of the State of Texas is applicable to said election, and that Section 32.005 of said Code provides that the judges of said election may be appointed for a single election; and

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

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

I. That the City of Lamesa, Texas having six election districts, said election shall be held at the following place in said City.

Forrest Park Community Center

814 South Houston Avenue

II. That the following named persons are hereby appointed officers for said election:

(A). For the 2022 City of Lamesa Special Election, Beverly Beaty shall serve as Presiding Judge and Norma Ortega Thomas shall serve as Alternate Presiding Judge, and the Clerks for said election shall be appointed by the Presiding Judge in a number not to exceed six (6) clerks.

(B). Norma Ortega Thomas shall serve as Presiding Judge of the Early Voting Ballot Board and the Clerks for said election shall be appointed by the

Presiding Judge in a number not to exceed two (2) clerks. Beverly Beaty shall serve as Alternate Presiding Judge for the Early Voting Ballot Board.

(C). Betty Conde is hereby appointed Clerk for Early Balloting and Sandy Trevino and Irma Ramirez are appointed as Deputy Clerks for early balloting. One additional deputy clerk may be employed and appointed on a temporary basis for said election.

(D). The term of office for said appointments shall be for the period of the 2022 City Officer's Election including any runoff Election.

(E). Compensation for said election officials and clerks shall be Eleven Dollars ($11.00) per hour, as provided for in Section 32.091 of the Election Code; and the Election judge or clerk who delivers the Election records, keys, and ballot boxes to the Mayor, City Secretary, and County Voter Registrar is entitled to compensation for that service in the amount of Twenty-Five Dollars ($25.00), as provided for in Section 32.093 of said Code.

(F). Notice of said appointment shall be given to the presiding election judges in accordance with the provisions of Section 4.007 of the Election Code.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 15th day of March, 2022, 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:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 10**

SUBJECT: **"DISCUSS AND TAKE ACTION TO ADOPT A RESOLUTION AWARDING AN ADMINISTRATION CONTRACT RELATED TO THE AMERICAN RESCUE PLAN"**
PROCEEDING: Action
SUBMITTED BY: City Staff
AUTHORITY:

SUMMARY STATEMENT

City Council to consider, discuss and take action to adopt a resolution awarding administration contract related to the American Rescue Plan. *(City Manager)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to adopt a resolution awarding administration contract related to the American Rescue Plan. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

RESOLUTION

A RESOLUTION OF LAMESA, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROGRAMS THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, participation in federal programs requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration and planning services has been completed in accordance with the federal procurement requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That Public Management is selected to provide application and project-related **administration/project delivery services** for Coronavirus Local Fiscal Recovery Fund program(s).

Section 2. That a cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.

Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON February 15, 2022.

APPROVED:

_____
Josh Stevens, Mayor

ATTEST:

_____
Betty Conde, City Secretary

LAMESATEXAS
TRADE CORRIDOR CROSSING

CITY OF LAMESA

601 SOUTH 1st STREET PHONE (806) 872-2124 FAX (806) 872-4338
LAMESA, TEXAS 79331

RE: City of Lamesa American Rescue Plan Administrative Services Procurement

To whom it may concern,

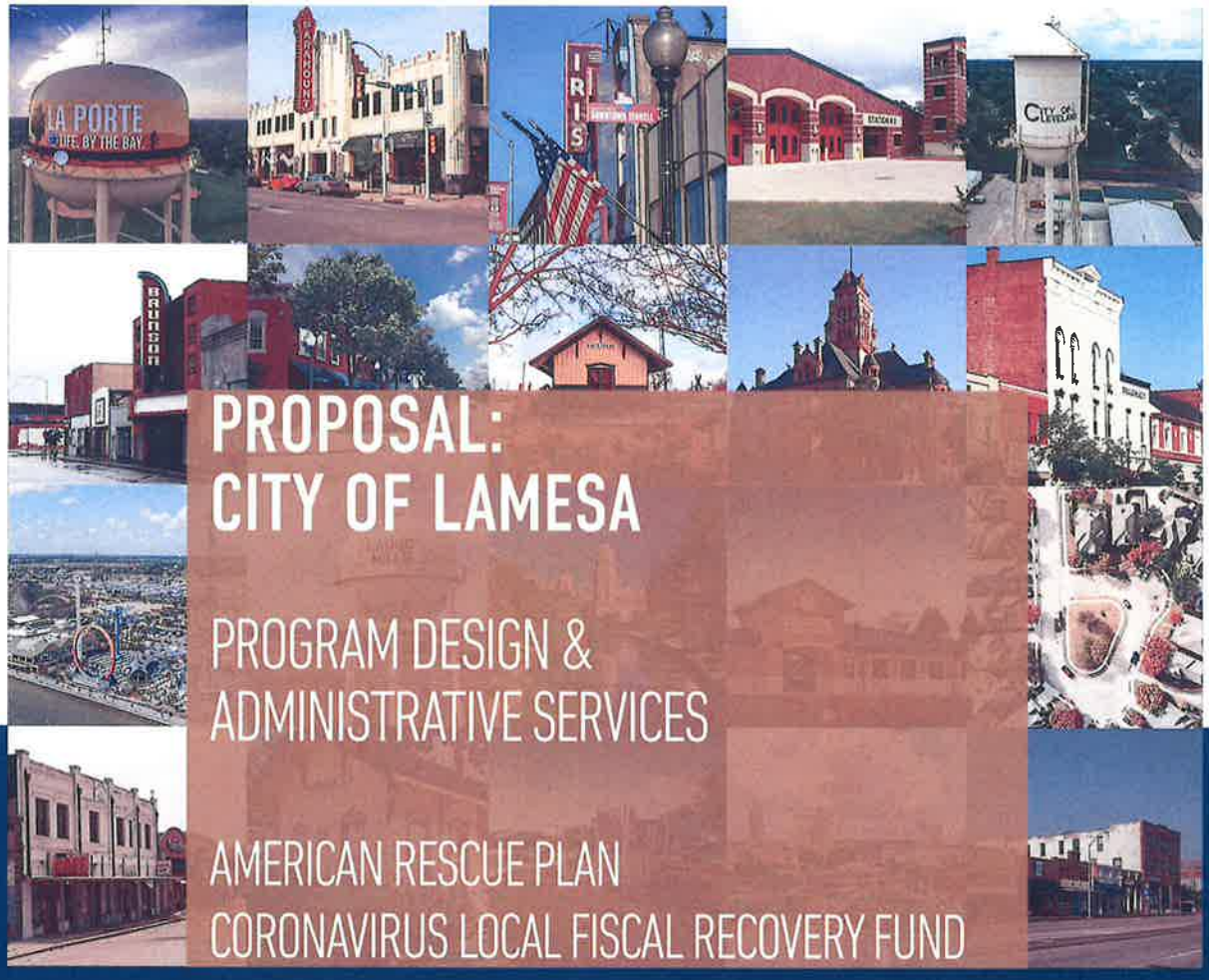
The City of Lamesa published an RFP in a local newspaper for grant administrative services for the City's American Rescue Plan funds on January 5, 2022. The City also directly solicited proposals from five (5) qualified administrative service providers on January 5, 2022. The city only received one proposal, Public Management, Inc., by the requested due date.

Sincerely,

Joe Hines
City Manager

PUBLIC MANAGEMENT
EST.1982

WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.
COMMITTED TO IMPACTFUL SOLUTIONS.
DRIVEN TO MAKE A DIFFERENCE.



PROPOSAL: CITY OF LAMESA

PROGRAM DESIGN & ADMINISTRATIVE SERVICES

AMERICAN RESCUE PLAN CORONAVIRUS LOCAL FISCAL RECOVERY FUND



PUBLIC MANAGEMENT
EST.1982

Planning • Financing • Management

January 14, 2022

Joe Hines
City Manager
City of Lamesa
601 S. 1st Street
Lamesa, Texas 79331

RE: City of Lamesa Professional Administration Services American Rescue Plan (ARP) Act of 2021 Coronavirus Local Fiscal Recovery Fund Request for Proposal (RFP)

Dear Mr. Hines:

We are excited for the opportunity to submit this proposal to the City of Lamesa for Administration Services associated with the American Rescue Plan. We have assembled a highly qualified team that will be dedicated to identifying, designing, and implementing this funding opportunity for the city.

To date, Public Management, Inc. has guided its clients to over **$800 million** in community development, economic development, disaster recovery, and planning initiative funding which span multiple state and federal funding sources. ***Since 2009, Public Management, Inc. has assisted the City of Lamesa in addressing a variety of needs and has secured more than $1.9 million during that time***. All projects previously administered by Public Management, Inc. were successfully closed-out on time and within budget.

Our extensive knowledge of the regulations and procedures of federal programs makes us well-equipped to assist the City with both day-to-day program management as well as high level policy issues. The Public Management, Inc. team has implemented state and federal programs throughout the region for nearly forty years. Strategically located in your area, our Team will be able to effectively and efficiently assist all coordination related to this funding.

As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our proposed costs of services as, detailed in Section V & VI of the included Administrative Services contract (See Contract Tab), for period of ninety (90) days and will acknowledge the terms and conditions resulting in an awarded contract. We look forward to working on this much needed project!

Respectfully,

Patrick K. Wiltshire
President and CEO

T 281.592.0439 F 281.592.1734 W publicmgt.com E info@publicmgt.com P.O. Box 1827 Cleveland, TX 77328

INTRODUCTION

"Public Management, Inc. has been an excellent partner for Chambers County for more than a decade. Their team offers a wealth of knowledge and does an excellent job of guiding our County through the grant application, administration, and auditing process. They are always accessible and answer every question that we have. We are looking forward to continuing to work with Public Management, Inc. in the future."

- Chambers County

INTRODUCTION

Public Management, Inc. is more than a consultant. We do more than grant management and offer much more than typical planning services. We help communities, big and small, in the pursuit of prosperity.

CHAMPIONS FOR TEXAS TOWNS

Public Management, Inc. was founded to help Texas communities navigate the challenges faced when pursuing prosperity for their cities and towns. We empower our clients to grow and improve the quality of life for their residents through sound planning, financing, and management initiatives. We believe in the potential of every Texas city and town and exist to build vibrant and sustainable communities.

Established in 1982, Public Management, Inc. is an employee-owned, private consulting firm operating in the state of Texas. The corporation is a closely held organization managed by the following partners:



PATRICK K. WILTSHIRE
President



NICHOLAS HOUSTON
Vice President



KENNETH J. COIGNET
Vice President



JAKE MCADAMS
Regional Project Manager

For nearly 40 years, Public Management, Inc. has assisted many political subdivisions in the state of Texas who find themselves in need of professional planning, management or financial services. These institutions either do not have the qualified staff to administer a special project or they have qualified staff that does not have the time to devote to a special project or issue. Public Management, Inc. seeks to fill that void with a small team of expert individuals and support services.

Public Management, Inc. provides a high level, hands on, responsive approach to meeting the needs of the client. With a staff of highly qualified employees, Public Management, Inc. is uniquely positioned to scale operations to the needs of the client. As a small firm of reliable experts with nimble capabilities, Public Management, Inc. focuses our collective expertise on accomplishing the objectives of the client.

INTRODUCTION

DECADES OF EXPERIENCE

Public Management, Inc. has been committed to aiding Texans since 1982. Our team collectively has decades of experience managing over 1,000 projects for more than 225 cities and towns across the state. With client funding ranging from $10,000 to $100 million, our people are equipped with the right tools and knowledge to ensure the successful follow through of a community's goals.

BY THE NUMBERS

OVERVIEW

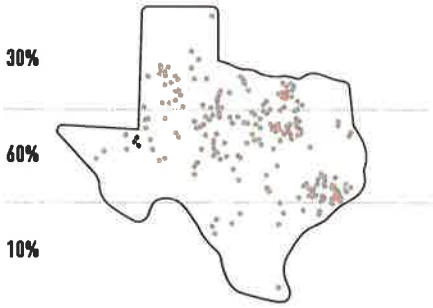
1982 - Present

$800M
Total Funding

225
Communities Impacted

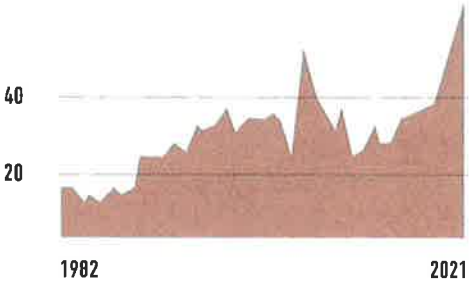
PROJECTS BY REGION

1982 - Present



COMMUNITIES IMPACTED

1982 - Present



CLIENT FUNDING

1982 - Present

$3.5M
Average Client Funding

$20M
Average Annual Client Funding

Government Codes

Employer Identification Number: 76-0361938
Cage Code: 6QDN5
Duns Number: 945630507
NAICS: 541611

Financial Solvency

Public Management, Inc. has been in continuous operation for nearly 40 years. The corporation maintains stringent fiscal policy with prudent budget operations. Public Management, Inc. has a healthy financial outlook with little to no debt.

Litigation History

None

Conflicts

None

INTRODUCTION

OFFICE LOCATIONS

Public Management, Inc. currently operates six office locations: three physical offices and three satellite offices.

HOUSTON, TX

Public Management, Inc. headquarters is located at 15355 Vantage Parkway West, Suite #108, Houston, Texas 77032. This office location serves the South and Southeast Texas region and is the main company office from which all corporate administration and support services originate.

GRANBURY, TX

The Granbury office services the Dallas-Fort Worth Metroplex and is located at 312 South Morgan St., Granbury, Texas 76048.

LUBBOCK, TX

The Lubbock office serves the West Texas region and is located at 8207 Hudson St., Suite C, Lubbock, Texas 79423.

SATELLITE OFFICES

ABILENE, TX

Abilene serves as the satellite office for the West Texas region.

MCKINNEY, TX

McKinney serves as the satellite office for the Dallas-Fort Worth region.

SAN ANTONIO, TX

San Antonio serves as the satellite office for the Houston and West Texas region.

PROPOSAL STRUCTURE

This proposal is organized in a fashion that should be clear and concise to the reviewers. Specifically, we have submitted the requested information in a manner that will highlight the vast experience and history of Public Management, Inc. The Introduction section will provide the overall impact that Public Management, Inc. has had on its clients around the state. The Scope of Work section details our specific project approach and methodology for this RFP, as well as provides a description of the services that will be conducted. The Experience section lists all relative projects that have been managed by Public Management, Inc. The References section provides specific contacts of clients that Pubic Management, Inc. is working with or has completed work for. The Team section highlights the individuals with Public Management, Inc. that will be assigned to this contract. The Contract section provides a proposed Allocation Administration and Management Services contract with all associated contract inclusions as well as proposed cost. Within the Required Forms section all pertinent RFP submittals will be located.

SCOPE OF WORK

"The City of Baytown has successfully worked with Public Management, Inc. over 10 years. Public Management has assisted with obtaining new funding sources, managing the complicated grant funding for infrastructure projects, and monitoring all disaster funding for Baytown. Their team is composed of consummate professionals and deliver excellent, knowledgeable customer service. They have been a great liaison with the county and state officials as they speak their language and have a crystal-clear understanding of the convoluted regulations."

- City of Baytown

WE HELP COMMUNITIES IN PURSUIT OF PROSPERITY.

In addition to securing funds to help meet their goals, communities count on our team to plan, research, navigate and manage the entire process.

METHODOLOGY

The Team will immediately begin conducting needs assessment and project development meetings to familiarize all parties with the schedule of the American Rescue Plan, necessary documents, and procedural compliance. These meetings will set the stage for comprehensive understanding of the program and allow the Client to optimize their allocation.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful program development. Once the program is developed and intended uses defined, the Team will evaluate and coordinate program activities in accordance with regulatory compliance measures issued by the United States Department of Treasury.

Upon successful program development, the Team will work with the appropriate personnel and stakeholders to ensure that all review and approval requirements are met so that program implementation is successful. The Team will utilize a project management system to track projects from application development to contract closeout. This system will ensure accountability, efficiency, and effectiveness.



PLANNING

Did you know you can often get financial assistance for short- and long-term strategic planning? We have the relationships and the resources to help you start preparing for the future today.



ECONOMIC DEVELOPMENT

Through federal and state programs, we can help you obtain the funding you need to build infrastructure, attract businesses, and create jobs in your community.



COMMUNITY DEVELOPMENT

We can show you what's available from state or federal sources, so you can see what's possible in your community.

PROGRAM DESIGN SERVICES

Let's start at the beginning, when your project is little more than a "What if?" Working together, we help your community define what's important and look ahead to what's next.

Program Design

The Team will develop the program and assess needs as directed by the Client to leverage funding adherent to the state and federal guidelines. The Team will coordinate all activities with regard to the intended uses and anticipated outcomes.

1. **SCHEDULE DEVELOPMENT**
   Evaluate funding requirements and develop a timeline. Focus will be given to major development milestones with required deliverables.

2. **PROGRAM REVIEW**
   Present program details and compliance requirements. Cover anticipated outcomes requirements and critical document development.

3. **MEETING COORDINATION**
   Facilitate meetings (stakeholders, engineer, staff, etc.) to ensure program and schedule compliance.

4. **CITIZEN PARTICIPATION**
   Coordinate public meetings and outreach efforts as necessary to create and implement the program. In some cases, this may include the development of appropriate citizen participation plans.

5. **PROJECT DEVELOPMENT**
   Work with the engineer and staff to identify and prioritize needs. Develop an action plan to address these needs and implement the community needs assessment strategy.

6. **BENEFICIARY REVIEW**
   Assess project impact area to determine appropriate beneficiary methodology. Review data to determine applicability and advise on the necessity of project area.

7. **PRELIMINARY ENVIRONMENTAL REVIEW**
   Conduct environmental impact analysis to determine project effects in flood prone regions, wetlands, as well as endangered species.

8. **MAPPING**
   Generate quality maps which depict the project and benefit area. Maps will be used to detail project location as well as environmental impact.

9. **PROGRAM DESIGN & NEEDS IDENTIFICATION**
   Compile finalized program material, including approved budget and project impact detail, and prepare for coordination. Complete electronic records will be maintained for reference.

ADMINISTRATIVE SERVICES

A little help and guidance can go a long way toward building your community. Whether it's for three months or 30 years, we'll show up, step up, and go to work as an extension of your team.

1. **ADMINISTRATIVE DUTIES**
The Team will coordinate all program elements to effectuate successful project development. This includes stakeholder meetings to determine goals/objectives, reporting and project progress dissemination, as well as the overall contract maintenance. The development of clear communication between the Client and any other appropriate service providers will allow the Team to act as the liaison in all matters concerning the project.

2. **RECORD KEEPING**
The Team will assist the client with developing and maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records) in both physical and digital formats.

3. **FINANCIAL MANAGEMENT**
The Team will assist with the development and maintenance of the contract ledger, general journal, cash receipts and all other necessary financial documents. Additionally, the Team will document payment requests in line with contract milestones, as well as monitor the Client's financial system.

4. **CONSTRUCTION MANAGEMENT**
The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. This includes on-site visitations, document control and scope realignment, and project meetings.

5. **REAL PROPERTY ACQUISITION (AS APPLICABLE):**
The Team will assist with preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property. This includes following appropriate federal regulations as detailed by the Uniform Relocation Act. This includes administrative coordination of parcel selection, value determination, and outreach/ correspondence.

6. **ENVIRONMENTAL SERVICES**
The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable. On-site visits and appropriate consultation will be conducted to ensure project compliance.

7. **CIVIL RIGHTS REQUIREMENTS**
The Team will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. This includes processes that ensure the Client and its contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

8. PROCUREMENT/BIDDING/CONTRACTING:

The Team will advise on the implementation of appropriate procurement procedures to obtain professional and construction services necessary to complete the project(s). This includes ensuring compliance with Local Government Code Chapter 252 as well as 2 CFR 200.320.

9. LABOR STANDARDS MONITORING:

The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The program will be structured so that all procurement procedures and contracts will meet equal opportunity requirements. This includes compliance with the Davis-Bacon Act, Fair Labor Standards Act, Contract Work Hours & Safety Standards Act, as well as other prevailing labor requirements.

10. FORCE ACCOUNT (AS APPLICABLE):

The Team will assist the Client in preparing force account documentation for the project and will consolidate this information for suitable presentation to the funding agency. Record development, review and maintenance will be coordinated to ensure project milestones are tracked and costs are reimbursed.

11. CONTRACT CLOSE-OUT ASSISTANCE:

The Team will develop and maintain all necessary reports required by the funding agency to close out the project. This includes conducting final project inspections, evaluating contract completion documents, and coordinating stakeholder review. Lastly, the Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

PROJECT APPROACH

The Team will utilize local and regional staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The Client will have access to the Team and our methodology ensures that the Client will be informed throughout the course of the project.

Our holistic approach to community needs provide the Client with a sufficient understanding of the challenges at hand as well as the resources available to address these needs. When funding is secured, the Team will then work to implement the program from award to successful closeout. The Team's primary focus will be to ensure that proposed project is achieving desired outcomes that will provide the greatest benefit to the community.

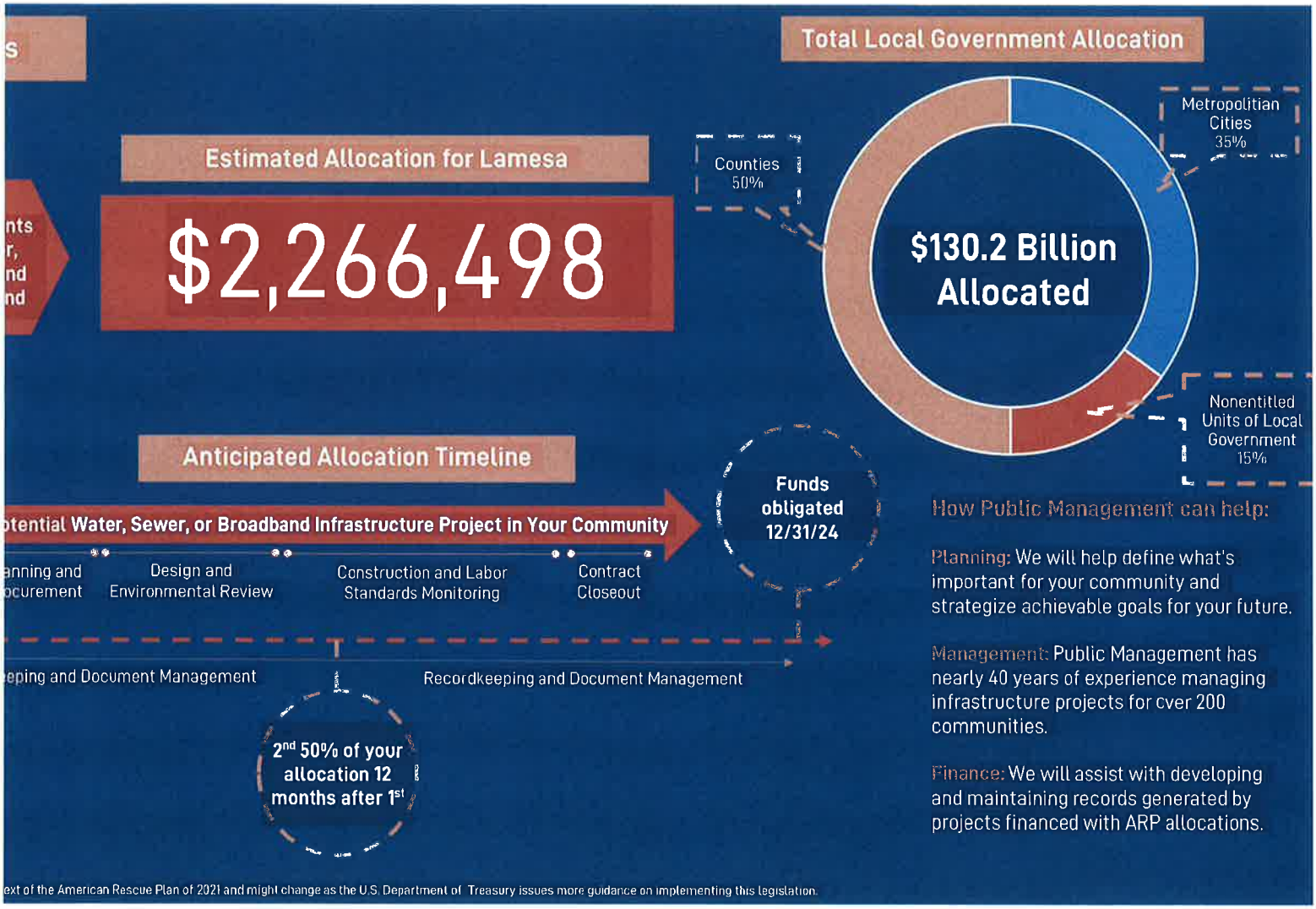
The following page details the Clients American Rescue Plan allocation and a typical project timeline from procurement and program design/ needs identification through contract award and closeout. Although project complexities, as well as other extenuating circumstances, may alter the schedule it is presented here for reference and an understanding of the overall process.

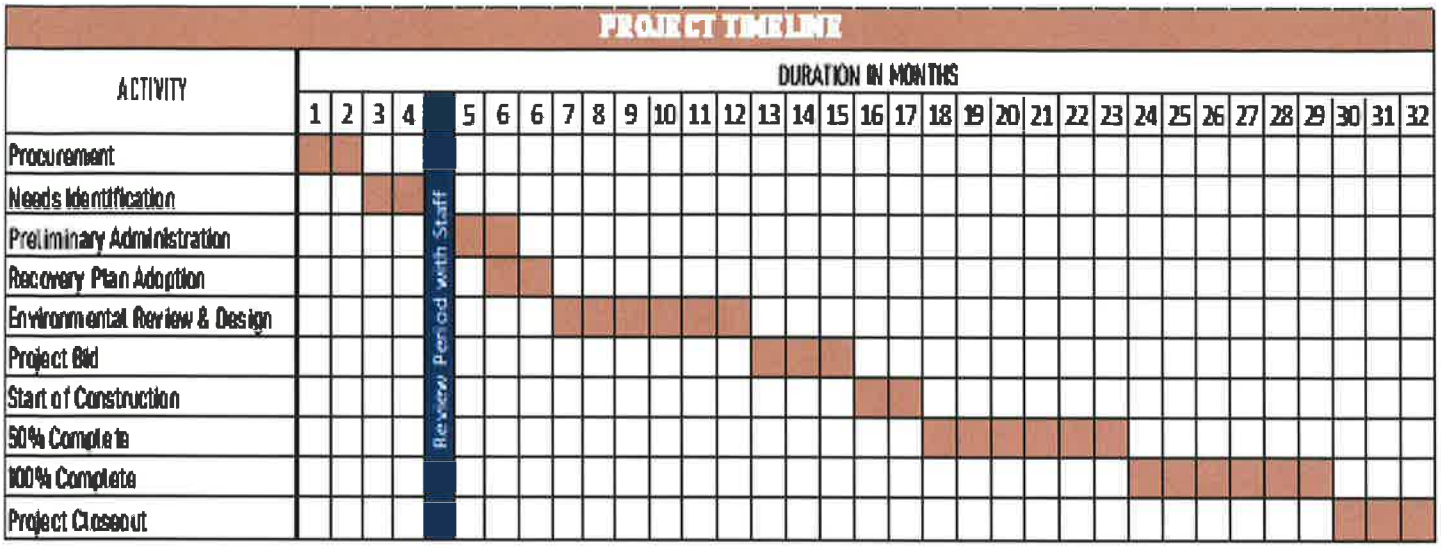
ESCUE PLAN ACT OF 2021

al Recovery Fund

PUBLIC MANAGEMENT
EST. 1982

erican Rescue Plan of 2021 into law on March 11, 2021. The legislation sends billions
ıments to supplement community efforts to address the COVID-19 Pandemic.





PROCUREMENT

- Determine Method
- Publication & Solicitation
- Receipt & Review
- Recommendation & Award
- Contract Execution

1-2 MONTHS

NEEDS IDENTIFICATION

- ARPA-CLFRF Eligibility Review
- Map Development
- Service Area/Benefit Map
- Alternate Project List
- CIP Plan Reference
- Revenue Loss Calculation
- Service Provider Coordination
- Project Development
- Environmental Assessment

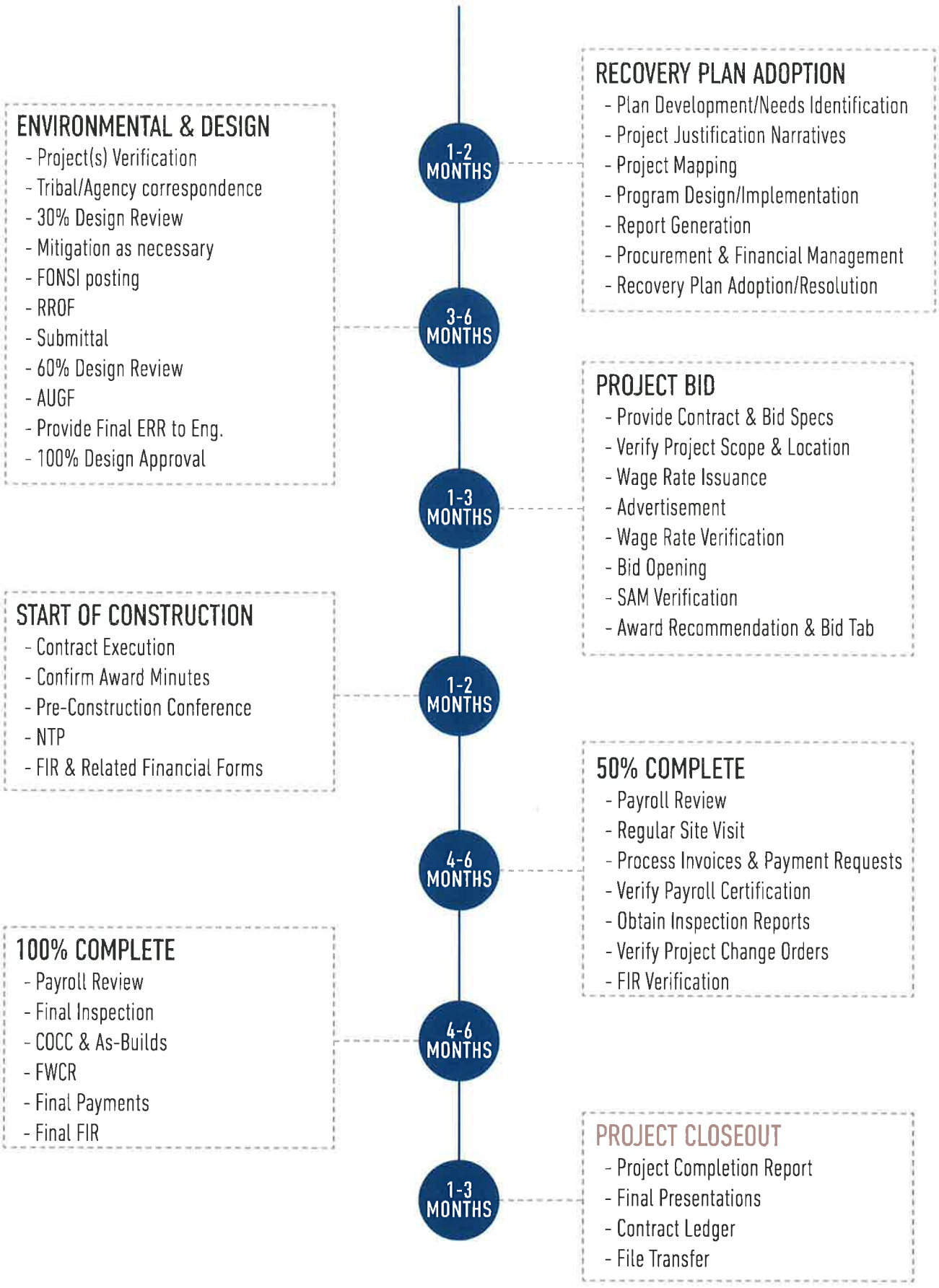
1-2 MONTHS

Review Period with Staff

PRELIMINARY ADMINISTRATION

- Establish Record-Keeping
- Financial Start-up
- Project/Program Form Dev.
- Civil Rights Activities/Resolutions
- Design Notice to Proceed
- Develop Reporting Procedure
- Development Procurement Policies
- Development Financial Management Polices

1-2 MONTHS


RECOVERY PLAN ADOPTION
- Plan Development/Needs Identification
- Project Justification Narratives
- Project Mapping
- Program Design/Implementation
- Report Generation
- Procurement & Financial Management
- Recovery Plan Adoption/Resolution
1-2 MONTHS
ENVIRONMENTAL & DESIGN
- Project(s) Verification
- Tribal/Agency correspondence
- 30% Design Review
- Mitigation as necessary
- FONSI posting
- RROF
- Submittal
- 60% Design Review
- AUGF
- Provide Final ERR to Eng.
- 100% Design Approval
3-6 MONTHS
PROJECT BID
- Provide Contract & Bid Specs
- Verify Project Scope & Location
- Wage Rate Issuance
- Advertisement
- Wage Rate Verification
- Bid Opening
- SAM Verification
- Award Recommendation & Bid Tab
1-3 MONTHS
START OF CONSTRUCTION
- Contract Execution
- Confirm Award Minutes
- Pre-Construction Conference
- NTP
- FIR & Related Financial Forms
1-2 MONTHS
50% COMPLETE
- Payroll Review
- Regular Site Visit
- Process Invoices & Payment Requests
- Verify Payroll Certification
- Obtain Inspection Reports
- Verify Project Change Orders
- FIR Verification
4-6 MONTHS
100% COMPLETE
- Payroll Review
- Final Inspection
- COCC & As-Builds
- FWCR
- Final Payments
- Final FIR
4-6 MONTHS
PROJECT CLOSEOUT
- Project Completion Report
- Final Presentations
- Contract Ledger
- File Transfer
1-3 MONTHS

AMERICAN RESCUE PLAN OF 2021

Treasury Guidance and Important Dates

Local Pandemic Assistance

- Mitigate COVID
- Staff Payroll
- Rehire Staff
- Industry Aid
- Local Aid Program
- Medical Expenses
- Relief Program
- Fair Housing
- Health Programs
- Nonprofit Aid

Essential Worker Premium Pay

- In Person Work Only
- Prioritize Low Income Staff
- Additive to Current Wages

Provision of Government Services

- Defines General Revenue
- Provides Calculation Formula
- Not for Debt or Reserves

Water, Sewer, and Broadband

- Waste Water
- Treatment Plant
- Drinking Water
- Energy Efficiency
- Public Access
- Storm Water
- Storage
- Waste Reuse
- Fiber Cables
- New Systems

March 11, 2021
American Rescue Plan Act Became Law

~ May 10, 2021
First Tranche Payment to Counties, States, and Metropolitan Cities

~ June 10, 2021
First Tranche Payment From States to Non-entitlement Communities.

- *States will lose portions of their allocation equal to any monies they withhold from local governments if they do not send out the money on time*

~ May 10, 2022
Second Tranche Payment to Counties, States, and Metropolitan Cities

~ June 10, 2022
Second Tranche Payment From States to Non-entitlement Communities

December 31, 2024
Fund Obligation Deadline

The Treasury Department extended the fund performance period to support infrastructure projects

December 31, 2026
Performance Period Deadline

HOUSTON
15355 Vantage Pkwy W
Houston, TX 77032

GRANBURY
312 S Morgan St
Granbury, TX 76048

LUBBOCK
8207 Hudson St.
Lubbock, TX 79423

MCKINNEY
5100 Eldorado Pkwy
McKinney, TX 75070

SAN ANTONIO
P.O. Box 762648
San Antonio, TX 78245

ABILENE
P.O. Box 4161
Abilene, TX 79608

EXPERIENCE

"I highly recommend Public Management, Inc. services to any organization. We've worked with them for over two decades, and had a great experience. Their knowledge has enabled us to receive grants for utility lines in our low to moderate income areas multiple times, where there is a real need. The impact this has made on our community can't be put into words. The team at Public Management, Inc. is always professional, organized and highly experienced. We look forward to working with them on all our grant needs in the future."

- City of El Campo

EXPERIENCE SUMMARY

$89,371,674.00

COVID-19 RECOVERY

$492,218,407.00

DISASTER RECOVERY

$801,297,302.00

TOTAL FUNDING

$23,312,499.00

ECONOMIC DEVELOPMENT

$2,991,103.00

COMPREHENSIVE PLANNING

$142,622,619.00

COMMUNITY DEVELOPMENT

1982 — PERFORMANCE PERIOD — PRESENT

EXPERIENCE WITH
DISASTER RECOVERY

Public Management, Inc. has managed nearly $600,000,000 in federally funded disaster recovery grants since 1982. These projects have included improving public infrastructure, managing housing programs, and mitigating future storms or public health disasters.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

OUR EXPERIENCE

$89,371,674
COVID-19 Recovery

$197,700,392
Water, Sewer, and Streets

$206,164,776
Drainage and Flood Mitigation

$87,677,608
Housing and Power Generation

EXPERIENCE WITH
COMMUNITY DEVELOPMENT

Public Management, Inc. has managed over $142,000,000 in federally funded community development grants since 1982. These projects have included improving public infrastructure, construction of public parks, and the procurement of assets critical to the provision of government services.









WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

OUR EXPERIENCE

$132,120,532
Water and Sewer Projects

$3,387,157
Parks and Flood Mitigation

$6,424,288
Streets and Power Generation

EXPERIENCE

Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Albany	2000-2003	$ 167,049.00	$ -	$ -	$ -	$ -	$ -	$ 167,049.00
City of Alma	2016-2019	$ -	$ 750,000.00	$ 21,855.00	$ -	$ -	$ 95,398.00	$ 867,253.00
City of Ames	1994-Present	$ 1,618,910.00	$ -	$ 63,630.00	$ -	$ 927,539.00	$ -	$ 2,610,079.00
City of Anahuac	1989-Present	$ 2,500,000.00	$ 395,000.00	$ 58,955.00	$ 18,850,000.00	$ 10,884,544.00	$ -	$ 32,688,499.00
County of Andrews	1992-1995	$ 64,796.00	$ -	$ -	$ -	$ -	$ -	$ 64,796.00
City of Aspermont	1998-20014	$ 853,424.00	$ -	$ -	$ -	$ -	$ -	$ 853,424.00
City of Aubrey	2014-Present	$ 275,000.00	$ 450,000.00	$ -	$ -	$ -	$ -	$ 725,000.00
City of Ballinger	2013-Present	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	$ 550,000.00
City of Bartlett	2004-2006	$ -	$ -	$ 37,350.00	$ -	$ -	$ -	$ 37,350.00
City of Baytown	2008-Present	$ -	$ -	$ -	$ -	$ 73,579,095.00	$ -	$ 73,579,095.00
City of Beaumont	2006-Present	$ -	$ -	$ -	$ -	$ 62,126,388.00	$ -	$ 62,126,388.00
City of Bells	2016-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Benjamin	1997-Present	$ 501,488.00	$ -	$ 37,000.00	$ -	$ -	$ 62,937.63	$ 601,425.63
City of Bevil Oaks	2008-Present	$ -	$ -	$ -	$ -	$ 3,260,292.00	$ -	$ 3,260,292.00
City of Blackwell	1998-2005	$ 850,000.00	$ -	$ -	$ -	$ -	$ -	$ 850,000.00
City of Breckenridge	2014-Present	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	$ 550,000.00
City of Brenham	2002-Present	$ 825,000.00	$ 375,000.00	$ -	$ -	$ 5,001,643.00	$ -	$ 6,201,643.00
City of Bridgeport	1988-1991	$ -	$ 463,368.00	$ -	$ -	$ -	$ -	$ 463,368.00
City of Brookshire	1996-2015	$ 950,000.00	$ -	$ 63,013.00	$ -	$ -	$ -	$ 1,013,013.00
City of Brownwood	2019-Present	$ -	$ 350,000.00	$ -	$ -	$ -	$ 4,572,890.00	$ 4,922,890.00
City of Burkburnett	2021-Present	$ -	$ -	$ -	$ -	$ -	$ 2,792,547.64	$ 2,792,547.64
City of Caddo Mills	2015-Present	$ 1,050,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,050,000.00
City of Campbell	2012-Present	$ 1,050,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,050,000.00
City of Celeste	2012-Present	$ 512,000.00	$ -	$ 32,565.00	$ -	$ -	$ -	$ 544,565.00
City of Celina	1991-2018	$ 1,926,048.00	$ 589,000.00	$ 37,100.00	$ -	$ -	$ -	$ 2,552,148.00
County of Chambers	1991-Present	$ 1,400,000.00	$ 750,000.00	$ -	$ -	$ 54,008,251.00	$ 8,514,823.00	$ 64,673,074.00
City of Clarendon	1985-2002	$ 1,199,758.00	$ -	$ -	$ -		$ -	$ 1,199,758.00
City of Clear Lake Shores	2008-2014	$ -	$ -	$ -	$ -	$ 1,971,231.00	$ -	$ 1,971,231.00
City of Cleveland	1983-Present	$ 3,435,805.00	$ 2,199,000.00	$ 97,400.00	$ 4,210,000.00	$ 4,542,537.00	$ 2,041,261.00	$ 16,526,003.00
City of Clute	1989-1994	$ 376,080.00	$ -	$ 126,080.00	$ -	$ -	$ -	$ 502,160.00
County of Cochran	2020-Present	$ 502,653.00	$ -	$ -	$ -	$ -	$ -	$ 502,653.00
City of Coleman	2015-Present	$ 275,000.00	$ 825,000.00	$ 27,700.00	$ -	$ -	$ 1,059,037.00	$ 2,186,737.00
City of Colorado City	2021-Present	$ -	$ -	$ -	$ -	$ -	$ 955,710.00	$ 955,710.00
City of Conroe	1990-Present	$ 400,000.00	$ -	$ 12,000.00	$ -	$ 2,559,123.00	$ 15,844,218.00	$ 18,815,341.00
County of Cottle	2012-Present	$ 123,872.00	$ -	$ -	$ -	$ -	$ -	$ 123,872.00
County of Crosby	2011-2013	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Crystal City	2008-2010	$ -	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
City of Columbus	1985-1987	$ -	$ -	$ 22,400.00	$ -	$ -	$ -	$ 22,400.00
City of Cuero	1999-2001	$ -	$ -	$ 50,000.00	$ -	$ 4,286,994.00	$ -	$ 4,336,994.00
City of Daisetta	1985-2016	$ -	$ -	$ 17,400.00	$ -	$ 190,314.00	$ -	$ 207,714.00
City of Dayton	1983-Present	$ 1,701,227.00	$ 1,028,700.00	$ 12,000.00	$ -	$ 3,802,662.00	$ -	$ 6,544,589.00
City of Deer Park	2008-2012	$ -	$ -	$ -	$ -	$ 2,081,811.00	$ -	$ 2,081,811.00
City of Devers	1989-Present	$ 1,565,600.00	$ -	$ 37,350.00	$ -	$ 160,679.00	$ -	$ 1,763,629.00
City of Dickinson	1995-Present	$ 1,750,000.00	$ -	$ 50,000.00	$ -	$ 88,578,772.00	$ -	$ 90,378,772.00
City of Donley	1997-2000	$ 245,197.00	$ -	$ -	$ -	$ -	$ -	$ 245,197.00
City of Easton	2012-2014	$ -	$ -	$ 28,050.00	$ -	$ -	$ -	$ 28,050.00
City of Eden	1993-Present	$ 1,604,489.00	$ -	$ -	$ -	$ -	$ -	$ 1,604,489.00
City of Edmonson	2015-2018	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of El Campo	1993-Present	$ 1,627,410.00	$ -	$ -	$ -	$ 14,840,317.00	$ 2,859,202.00	$ 19,326,929.00
City of Eldorado	1987-2010	$ 1,677,609.00	$ -	$ -	$ -	$ -	$ -	$ 1,677,609.00
City of Electra	1999-Present	$ 1,982,649.00	$ -	$ -	$ -	$ -	$ -	$ 1,982,649.00
County of Ellis	2013-2015	$ 274,500.00	$ -	$ -	$ -	$ -	$ -	$ 274,500.00
City of Emhouse	2014-2019	$ 530,375.00	$ -	$ -	$ -	$ -	$ -	$ 530,375.00
City of Eustace	2013-Present	$ 275,000.00	$ -	$ 24,265.00	$ -	$ -	$ -	$ 299,265.00
County of Fischer	2002-2005	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ 250,000.00
City of Floydada	1989-2016	$ 1,973,460.00	$ -	$ -	$ -	$ -	$ -	$ 1,973,460.00
City of Forsan	1997-2000	$ 254,200.00	$ -	$ -	$ -	$ -	$ -	$ 254,200.00
County of Frio	2009-2011	$ 250,000.00	$ -	$ 52,750.00	$ -	$ -	$ -	$ 302,750.00
City of Frisco	1989-1991	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ 250,000.00
City of Frost	2013-Present	$ 550,000.00	$ -	$ 32,380.00	$ -	$ -	$ -	$ 582,380.00
County of Gaines	1998-2017	$ 1,335,243.00	$ -	$ -	$ -	$ -	$ -	$ 1,335,243.00
County of Galveston	2014-2016	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ 350,000.00
City of Garrett	2017-Present	$ 775,000.00	$ -	$ -	$ -	$ -	$ -	$ 775,000.00
City of Glen Rose	2019-Present	$ 500,000.00	$ -	$ -	$ -	$ -	$ 668,774.00	$ 1,168,774.00
City of Gordon	2019-Present	$ 500,000.00	$ -	$ 25,635.00	$ -	$ -	$ -	$ 525,635.00
City of Goree	2018-Present	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	$ 550,000.00
City of Graford	2016-Present	$ 1,050,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,050,000.00

EXPERIENCE

Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Granbury	2018-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ 2,658,743.00	$ 2,933,743.00
City of Grandview	2013-Present	$ 1,050,000.00	$ 725,000.00	$ 40,965.00	$ -	$ -	$ -	$ 1,815,965.00
City of Goldthwaite	2017-2019	$ -	$ 223,900.00	$ -	$ -	$ -	$ -	$ 223,900.00
City of Goliad	2003-2005	$ -	$ -	$ 34,000.00	$ -	$ -	$ -	$ 34,000.00
City of Gunter	2015-2017	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ 200,000.00
City of Gustine	2017-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
H County of Hale	2017-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Hamlin	1996-2018	$ 735,925.00	$ -	$ -	$ -	$ -	$ -	$ 735,925.00
City of Hardin	2001-Present	$ 1,050,000.00	$ -	$ 26,370.00	$ -	$ 261,229.00	$ -	$ 1,337,599.00
County of Hardin	1984-1986	$ -	$ -	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00
County of Haskell	2015-Present	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	$ 550,000.00
Cityof Hempstead	2007-2009	$ -	$ -	$ 31,800.00	$ -	$ -	$ -	$ 31,800.00
City of Hico	2013-Present	$ 825,000.00	$ 120,000.00	$ 26,520.00	$ -	$ -	$ -	$ 971,520.00
City of Higgins	1985-1992	$ 339,600.00	$ -	$ -	$ -	$ -	$ -	$ 339,600.00
City of Holiday	1995-Present	$ 1,159,345.00	$ -	$ -	$ -	$ -	$ -	$ 1,159,345.00
City of Howardwick	1997-2000	$ 315,650.00	$ -	$ -	$ -	$ -	$ -	$ 315,650.00
I City of Howe	2015-2017	$ 164,045.00	$ -	$ -	$ -	$ -	$ -	$ 164,045.00
City of Italy	2013-Present	$ 890,000.00	$ -	$ 38,550.00	$ -	$ -	$ 476,492.00	$ 1,405,042.00
J City of Jonestown	2000-2002	$ -	$ -	$ 23,800.00	$ -	$ -	$ -	$ 23,800.00
City of Jayton	2002-2005	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ 250,000.00
City of Jersey Village	2018-Present	$ -	$ -	$ -	$ -	$ 1,792,344.00	$ -	$ 1,792,344.00
County of Jones	1981-Present	$ 800,079.00	$ -	$ -	$ -	$ -	$ -	$ 800,079.00
City of Joshua	1998-2004	$ 500,000.00	$ -	$ 23,900.00	$ -	$ -	$ -	$ 523,900.00
K City of Katy	2019-Present	$ -	$ -	$ -	$ -	$ 7,394,161.00	$ -	$ 7,394,161.00
City of Kemah	1991-Present	$ 1,750,000.00	$ 999,185.00	$ 34,150.00	$ -	$ 3,874,980.00	$ -	$ 6,658,315.00
City of Kemp	2014-2016	$ -	$ -	$ 29,805.00	$ -	$ -	$ -	$ 29,805.00
City of Kerens	2013-Present	$ 721,800.00	$ -	$ 29,565.00	$ -	$ -	$ 377,378.00	$ 1,128,743.00
City of Kermit	1986-2001	$ 595,169.00	$ -	$ -	$ -	$ -	$ -	$ 595,169.00
City of Knollwood	2013-Present	$ 475,000.00	$ -	$ -	$ -	$ -	$ -	$ 475,000.00
City of Knox City	1989-2018	$ 1,605,158.00	$ -	$ -	$ -	$ -	$ -	$ 1,605,158.00
City of Kress	1989-1997	$ 379,343.00	$ -	$ -	$ -	$ -	$ -	$ 379,343.00
City of Kyle	1999-2001	$ -	$ -	$ 42,400.00	$ -	$ -	$ -	$ 42,400.00
L City of La Marque	1986-Present	$ 2,817,273.00	$ 619,990.00	$ 20,000.00	$ -	$ 9,898,001.00	$ -	$ 13,355,264.00
City of La Porte	2018-Present	$ -	$ -	$ -	$ -	$ 3,798,532.00	$ -	$ 3,798,532.00
City of Lamesa	2009-Present	$ 1,391,540.00	$ 575,000.00	$ -	$ -	$ -	$ -	$ 1,966,540.00
City of Lawn	2015-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Liberty	1989-Present	$ 3,613,235.00	$ -	$ 164,170.00	$ 1,815,000.00	$ 4,353,962.00	$ 2,307,878.00	$ 12,254,245.00
County of Liberty	1987-Present	$ 2,550,000.00	$ -	$ 15,000.00	$ -	$ 55,275,713.00	$ -	$ 57,840,713.00
City of Lipan	2017-2019	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Loraine	1990-Present	$ 1,603,093.00	$ -	$ 37,000.00	$ -	$ -	$ -	$ 1,640,093.00
City of Lorenzo	1991-2014	$ 1,098,058.00	$ -	$ -	$ -	$ -	$ -	$ 1,098,058.00
City of Loving	2009-2011	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ 350,000.00
M City of Mabank	1999-Present	$ 1,924,032.00	$ 550,000.00	$ 49,785.00	$ -	$ -	$ -	$ 2,523,817.00
City of Magnolia	2008-2011	$ -	$ -	$ -	$ -	$ 676,000.00	$ -	$ 676,000.00
City of Malakoff	2014-Present	$ 550,000.00	$ 250,900.00	$ -	$ -	$ -	$ -	$ 800,900.00
City of Mason	1999-Present	$ 340,040.00	$ -	$ 44,500.00	$ -	$ -	$ -	$ 384,540.00
City of Matador	1982-1988	$ 402,020.00	$ -	$ -	$ -	$ -	$ -	$ 402,020.00
City of Maypearl	1992-Present	$ 1,546,800.00	$ -	$ 35,865.00	$ -	$ -	$ -	$ 1,582,665.00
City of McCamey	2015-Present	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ 350,000.00
County of McCulloch	1998-Present	$ 1,424,800.00	$ -	$ -	$ -	$ -	$ -	$ 1,424,800.00
City of Meadow	1997-2002	$ 489,808.00	$ -	$ -	$ -	$ -	$ -	$ 489,808.00
City of Melissa	2014-2016	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Melvin	1998-Present	$ 1,415,693.00	$ -	$ -	$ -	$ -	$ -	$ 1,415,693.00
City of Merkel	2018-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Mingus	2015-Present	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ 500,000.00
City of Montgomery	2003-2013	$ 700,000.00	$ 1,075,000.00	$ -	$ -	$ 375,525.00	$ -	$ 2,150,525.00
County of Montgomery	1985-1991	$ 864,505.00	$ -	$ 19,200.00	$ -	$ -	$ -	$ 883,705.00
City of Moran	2009-Present	$ 525,000.00	$ -	$ -	$ -	$ -	$ -	$ 525,000.00
City of Muleshoe	2000-Present	$ 1,044,787.00	$ -	$ 64,100.00	$ -	$ -	$ -	$ 1,108,887.00
City of Munday	2015-Present	$ 275,000.00	$ -	$ 39,600.00	$ -	$ -	$ 315,927.00	$ 630,527.00
N City of Nazareth	1990-1994	$ 413,731.00	$ -	$ -	$ -	$ -	$ -	$ 413,731.00
City of New Hope	1996-2010	$ 448,791.00	$ -	$ -	$ -	$ -	$ -	$ 448,791.00
City of New Waverly	1982-Present	$ 2,640,989.00	$ -	$ 71,295.00	$ -	$ 6,771,626.00	$ -	$ 9,483,910.00
O City of Oak Ridge North	2008-Present	$ -	$ -	$ -	$ -	$ 1,465,000.00	$ -	$ 1,465,000.00
City of Old River-Winfree	2008-2011	$ -	$ -	$ -	$ -	$ 2,726,594.00	$ 363,502.00	$ 3,090,096.00
City of Olton	1984-Present	$ 2,619,504.00	$ -	$ -	$ -	$ -	$ -	$ 2,619,504.00

EXPERIENCE

Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Paducah	1984-Present	$ 1,401,348.00	$ -	$ -	$ -	$ -	$ -	$ 1,401,348.00
City of Paint Rock	1997-2017	$ 2,691,470.00	$ -	$ -	$ -	$ -	$ -	$ 2,691,470.00
City of Palmer	2013-Present	$ 550,000.00	$ -	$ 47,265.00	$ -	$ -	$ 526,050.00	$ 1,123,315.00
City of Panorama Village	2003-2011	$ -	$ -	$ -	$ -	$ 736,115.00	$ -	$ 736,115.00
County of Parker	2010-2012	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ 350,000.00
City of Pasadena	2020-Present	$ -	$ -	$ -	$ -	$ 47,278,951.00	$ 40,199,596.00	$ 87,478,547.00
City of Pattison	2002-2004	$ -	$ -	$ 15,600.00	$ -	$ -	$ -	$ 15,600.00
City of Pecos	1981-1983	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ 200,000.00
City of Piney Point Village	2008-2011	$ -	$ -	$ -	$ -	$ 229,980.00	$ -	$ 229,980.00
City of Plains	1987-2017	$ 2,052,562.00	$ -	$ -	$ -	$ -	$ 410,086.00	$ 2,462,648.00
City of Plum Grove	2008-Present	$ -	$ -	$ -	$ -	$ 1,328,659.00	$ -	$ 1,328,659.00
City of Post	1993-Present	$ 935,584.00	$ -	$ -	$ -	$ -	$ -	$ 935,584.00
City of Prarie View	2008-Present	$ 1,400,000.00	$ -	$ 35,100.00	$ -	$ 742,016.00	$ -	$ 2,177,116.00
City of Rankin	2002-Present	$ 1,450,000.00	$ -	$ 37,000.00	$ -	$ -	$ -	$ 1,487,000.00
City of Reno	2008-Present	$ 1,550,000.00	$ -	$ -	$ -	$ 1,962,532.00	$ 793,906.00	$ 4,306,438.00
City of Rhome	2010-2013	$ 50,000.00	$ 449,500.00	$ -	$ -	$ -	$ -	$ 499,500.00
City of Richland	2017-Present	$ 773,250.00	$ -	$ -	$ -	$ -	$ -	$ 773,250.00
City of Rio Vista	2012-Present	$ 1,050,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,050,000.00
City of Roby	1996-2016	$ 946,542.00	$ -	$ -	$ -	$ -	$ -	$ 946,542.00
City of Rochester	1987-Present	$ 1,488,068.00	$ -	$ -	$ -	$ -	$ -	$ 1,488,068.00
City of Roscoe	1992-Present	$ 2,491,325.00	$ -	$ -	$ -	$ -	$ -	$ 2,491,325.00
City of Rotan	2015-2017	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	$ 550,000.00
City of Rule	1994-Present	$ 1,203,816.00	$ -	$ -	$ -	$ -	$ -	$ 1,203,816.00
City of Sadler	2014-2016	$ 265,000.00	$ -	$ 33,105.00	$ -	$ -	$ -	$ 298,105.00
City of San Saba	2018-Present	$ 850,000.00	$ -	$ 43,380.00	$ -	$ -	$ 784,986.00	$ 1,678,366.00
County of San Saba	2014-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Santa Anna	2014-Present	$ 275,000.00	$ -	$ 33,555.00	$ -	$ -	$ -	$ 308,555.00
City of Savoy	2014-Present	$ 457,500.00	$ -	$ -	$ -	$ -	$ -	$ 457,500.00
County of Schleicher	2004-2014	$ 766,752.00	$ -	$ -	$ -	$ -	$ -	$ 766,752.00
County of Scurry	1996-1998	$ 242,319.00	$ -	$ -	$ -	$ -	$ -	$ 242,319.00
City of Sealy	2013-Present	$ 700,000.00	$ 348,365.00	$ 24,260.00	$ -	$ 2,000,000.00	$ -	$ 3,072,625.00
City of Seminole	1984-2012	$ 3,281,708.00	$ -	$ -	$ -	$ -	$ -	$ 3,281,708.00
City of Shenandoah	2008-2011	$ -	$ -	$ -	$ -	$ 445,667.00	$ -	$ 445,667.00
City of Slaton	2016-Present	$ 275,000.00	$ 250,000.00	$ 64,100.00	$ -	$ -	$ -	$ 589,100.00
City of Sonora	2018-Present	$ -	$ 750,000.00	$ -	$ -	$ -	$ 690,332.00	$ 1,440,332.00
City of Splendora	2003-Present	$ 1,400,000.00	$ -	$ 24,600.00	$ -	$ 1,009,200.00	$ -	$ 2,433,800.00
City of Springtown	2011-Present	$ 1,050,000.00	$ -	$ 65,305.00	$ -	$ -	$ -	$ 1,115,305.00
City of Spur	1985-Present	$ 862,724.00	$ -	$ 39,600.00	$ -	$ -	$ -	$ 902,324.00
City of Stamford	2001-2015	$ 763,304.00	$ -	$ -	$ -	$ -	$ -	$ 763,304.00
City of Stephenville	2013-Present	$ 1,014,420.00	$ -	$ -	$ 17,031,000.00	$ 2,000,000.00	$ -	$ 20,045,420.00
County of Stonewall	2006-2018	$ 625,000.00	$ -	$ -	$ -	$ -	$ -	$ 625,000.00
City of Strawn	2015-Present	$ 500,000.00	$ -	$ 37,000.00	$ -	$ -	$ -	$ 537,000.00
City of Sweetwater	2001-2013	$ 727,293.00	$ -	$ -	$ -	$ -	$ -	$ 727,293.00
City of Terrell	1993-Present	$ 3,756,030.00	$ 4,894,345.00	$ 55,000.00	$ -	$ -	$ -	$ 8,705,375.00
City of Throckmorton	2018-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Tom Bean	2014-2018	$ 341,920.00	$ -	$ -	$ -	$ -	$ -	$ 341,920.00
Trinity Bay Conservation District	1998-Present	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ -	$ 2,500,000.00
City of Venus	1989-2018	$ 2,572,528.00	$ 742,681.00	$ 26,235.00	$ 850,000.00	$ -	$ -	$ 4,191,444.00
City of Walker	1983-1985	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ 500,000.00
County of Waller	2001-2004	$ -	$ 375,000.00	$ -	$ -	$ -	$ -	$ 375,000.00
County of Washington	20014-2015	$ 525,000.00	$ -	$ -	$ -	$ -	$ -	$ 525,000.00
City of West University Place	2008-2011	$ -	$ -	$ -	$ -	$ 229,980.00	$ -	$ 229,980.00
City of Whitewright	2009-Present	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ 275,000.00
City of Wickett	2011-Present	$ 470,000.00	$ -	$ -	$ -	$ -	$ -	$ 470,000.00
City of Willis	1983-Present	$ 3,685,497.00	$ 2,188,565.00	$ 75,350.00	$ 5,525,000.00	$ 2,539,490.00	$ -	$ 14,013,902.00
City of Windthorst	2002-2004	$ 122,544.00	$ -	$ -	$ -	$ -	$ -	$ 122,544.00
City of Wink	1997-1999	$ 266,460.00	$ -	$ -	$ -	$ -	$ -	$ 266,460.00
City of Winters	2014-Present	$ 825,000.00	$ -	$ 44,430.00	$ -	$ -	$ -	$ 869,430.00
County of Wise	2009-2011	$ 259,000.00	$ -	$ -	$ -	$ -	$ -	$ 259,000.00
City of Woodbranch Village	2019-Present	$ -	$ -	$ -	$ -	$ 249,958.00	$ -	$ 249,958.00
County of Zavala	2015-2017	$ 500,000.00	$ -	$ 81,000.00	$ -	$ -	$ -	$ 581,000.00
Totals	**1982-Present**	**$ 142,622,619.00**	**$ 23,312,499.00**	**$ 2,991,103.00**	**$ 50,781,000.00**	**$ 492,218,407.00**	**$ 89,371,674.27**	**$ 801,297,302.27**

DECADES OF COMMITMENT

SINCE 1991, WE HAVE GUIDED THE CHAMBERS COUNTY THROUGH A VARIETY OF COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, AND DISASTER RECOVERY INITIATIVES. NEARLY THREE DECADES LATER, OUR TEAM HAS MANAGED OVER $64 MILLION IN GRANT-FUNDED PROJECTS WHICH HAVE SPURRED DEVELOPMENT AND IMPROVED PUBLIC INFRASTRUCTURE.

CASE STUDY:

CHAMBERS COUNTY, TEXAS



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION.

CLIENT CHALLENGES

Balance progressive ideas for growth with a conservative approach to budgets and financing

Offset local expenditures for infrastructure improvements

Achieve long-term disaster recovery mitigation and define goals for community development

OUR SOLUTIONS

Applied for, secured and managed grant funding to subsidize capital improvements and mitigate future disasters

Coordinated long range planning initiatives

Align needs with funding mechanism

THE RESULTS

Created significant ROI and value through strategy, planning and project management

Secured over $64 million

Substantial improvements to critical infrastructure.

CASE STUDY:
DICKINSON, TEXAS

Dickinson



OUR SERVICE TO THE CITY OF DICKINSON EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM LONG-RANGE PLANNING, TO SECURING PUBLIC INFRASTRUCTURE FUNDING FOR MAJOR DISASTER RECOVERY PROJECTS, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY THROUGH CRITICAL INITIATIVES AND SECURED OVER $90 MILLION.

FOCUSED ON SUSTAINABILITY

WE FOCUS ON IMPACTS AND OUTCOMES TO DRIVE COMMUNITY NEEDS AND NAVIGATE THE ARRAY OF FUNDING OPPORTUNITIES.

CLIENT CHALLENGES

Identify and prioritize a large number of community development and disaster recovery projects

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

OUR SOLUTIONS

Advised on state and federal regulations and developed programs aimed at effective implementation

Incorporated results-oriented projects

Managed projects from planning through construction

THE RESULTS

Secured over $90 million in community development & disaster recovery funding

Developed and constructed major infrastructure improvements to enhance sustainability

A healthier, more resilient community prepared for future development

OUR PROFESSIONAL PLANNERS AND PROJECT MANAGERS KEEP EVERYONE FOCUSED ON STRENGTHENING THE PROJECT GOALS AND OBJECTIVES. THAT WAY, EVERYONE CAN RALLY AROUND A COMMON VISION AND A SHARED COMMITMENT.

PLANNING A HERITAGE

THE CITY OF CLEVELAND IS ONE OF OUR OLDEST CLIENTS. FOR NEARLY 40 YEARS, OUR TEAM HAS SECURED AND MANAGED OVER $14 MILLION IN GRANT FUNDED PROJECTS. OUR DEDICATION TO THE CITY IS ROOTED IN OUR COMMITMENT TO IMPROVE THE QUALITY OF LIFE FOR ALL RESIDENTS.



THE CITY OF CLEVELAND Texas

CASE STUDY: CLEVELAND, TEXAS

CLIENT CHALLENGES

Aged and/or deteriorated infrastructure that is not suitable to address existing needs or projected development

Proper long-term planning and needs assessment

Budget restrictions for large scale capital projects

OUR SOLUTIONS

Researched short and long term goals for program implementation

Developed needs based approach to funding opportunities with emphasis on sustainability

Secure funds which target strategic areas for improvement

THE RESULTS

Managed and implemented tangible projects to existing quality of life issues

Secured over $14 million

Have maintained a client relationship for more than 40 years

DEDICATION TO OUR CLIENTS

WE HAVE ADMINISTERED AND ADVISED THE CITY OF STEPHENVILLE ON VARIOUS UTILITY, PRIVATE DEVELOPMENT, AND COMMUNITY DEVELOPMENT NEEDS THAT HAVE BEEN FUNDED BY GRANTS, LOANS, AND LOCAL FUNDS. STEPHENVILLE EXEMPLIFIES THE DESIRED CLIENT RELATIONSHIP OF COMMITMENT TO ASSIST WITH ALL COMMUNITY DEVELOPMENT AND PLANNING NEEDS.



CASE STUDY: STEPHENVILLE, TEXAS



WE ARE DEDICATED TO HELPING CLIENTS UTILIZE
THE BEST FUNDING SOURCE TO COMPLETE EACH PROJECT

CLIENT CHALLENGES

Undersized and deteriorated utilities and drainage throughout town

A growing residential population and state college

Multiple disaster events impacted by major river bisecting town

OUR SOLUTIONS

Understanding communities needs and resource limitations

Identifying and advising on various financing vehicles to meet needs

Completing roles the PMI team excels at and bringing in other reliable professionals to assist the city when needed

THE RESULTS

Secured and spent close to $21 million on community needs in less than a decade

Completed needed projects to manage existing population needs and allow future growth

Identified solutions that would accentuate the local resources to attract visitors and new residents

CASE STUDY:
BAYTOWN TEXAS



SINCE 2008, PUBLIC MANAGEMENT, INC. HAS HELPED THE CITY OF BAYTOWN OBTAIN AND MANAGE APPROXIMATELY $73 MILLION IN GRANT FUNDING. AIMED AT DISASTER RECOVERY AND MITIGATION, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED INITIATIVES FOR CRITICAL INFRASTRUCTURE RANGING FROM TREATMENT FACILITIES AND FLOOD MITIGATION.

LONG-TERM RELATIONSHIP & RENEWED COMMITMENT

WE BUILD RELATIONSHIPS TO LAST DECADES BY COMMITTING OURSELVES TO YOUR COMMUNITY DAILY

CLIENT CHALLENGES

Balance critical infrastructure needs amid conditions of coastal communities

Making the city more resilient

Incorporating long-term plan to identify capital improvements that guide project development

OUR SOLUTIONS

Applying for infrastructure grants for immediate needs

Facilitating and scheduling project coordination to ensure funding opportunities are met

Navigating the complicated grant application and program implementation phases to ensure compliance.

THE RESULTS

Maximized local funds by leveraging with no and low percentage matching grants

Reconstructed and hardened water and sewer systems to better handle frequent floods

Responded to every major disaster since 2008 with funding over $73 million

WE UNDERSTAND THAT LASTING IMPROVEMENTS ARE INCREMENTAL AND WE ARE COMMITTED TO HELP YOUR COMMUNITY ACCOMPLISH YOUR GOALS AND TO REDUCE YOUR ADMINISTRATIVE BURDEN IN ACHIEVING SUCCESS.

GOAL DRIVEN

OUR SERVICE TO THE CITY OF EL CAMPO EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM RECONSTRUCTING HOUSES TO SECURING PUBLIC INFRASTRUCTURE FUNDING, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY TO SIGNIFICANT COMMUNITY DEVELOPMENT INITIATIVES.



CITY OF EL CAMPO, TEXAS
1905

CASE STUDY:
EL CAMPO, TEXAS

CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

THE RESULTS

Assisted city accomplish identified goals

Obtained approximately $19 million in grant funding

Helped to create a more sustainable community

REFERENCES

"The City of Beaumont has worked with Public Management, Inc. on many large grant projects. Public Management has helped us to navigate the often-complicated grant funding process as well as bringing information to the table on new grant funding possibilities. They are always available to answer questions, solve problems and keep us on track. We look forward to continuing to work with Public Management, Inc. in the future."

- City of Beaumont

REFERENCES

City of Anahuac

Julie Harvill

City Secretary
(409) 267-6681
j.harvill@anahuac.us

City of Baytown

Leasa Renteria Lopez

Grant Coordinator
(281) 420-6509
leasa.lopez@baytown.org

City of Beaumont

Kyle Hayes

City Manager
(409) 880-3770
kyle.hayes@beaumonttexas.gov

City of Caddo Mills

Matt McMahon

City Manager
(903) 527-3116
mattmcmahon11@outlook.com

Chambers County

Jimmy Silvia

County Judge
(409) 267-2440
jsylvia@chamberstx.gov

City of Cleveland

Bobby Pennington

City Manager
(281) 592-2667
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City of Conroe

Tommy Woolley

Director of Capital Projects
(936) 522-3122
twoolley@cityofconroe.org

City of Dickinson

Kerilyn Bascle

City Secretary
(281) 337-6235
kbascle@ci.dickinson.tx.us

City of El Campo

Courtney Sladek

City Manager
(979) 541-5000
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City of Garrett

Don Lewis

Public Works Director
(972) 875-7831
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City of Granbury

Chris Coffman

City Manager
(817) 573-1114
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City of Grandview

David Henley

City Manager
(817) 866-2699
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REFERENCES

City of Hico

Kari Drueckhammer

City Secretary
(254) 796-4620
citysecretary@hico-tx.com

City of Italy

Amber Cunningham

City Secretary
(972) 483-7329
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Jones County

Dale Spurgin

County Judge
(325) 823-3741
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City of Kerens

Katherine Combs

City Secretary
(903) 396-2971
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City of La Porte

Lorenzo Wingate

Assistant Director of Public Works
(281) 470-5058
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City of Liberty

Tom Warner

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(936) 336-3684
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City of Mabank

Bryant Morris

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(903) 887-3241
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City of Malakoff

Ann Barker

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City of Olton

Keeley Adams

City Administrator
(806) 285-2611
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City of Palmer

Alicia Baran

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City of Prairie View

Dr. Brian E. Rowland

Mayor
(936) 857-3711
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City of Reno

Scott Passmore

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REFERENCES

City of San Saba

Sabrina Maultsby

City Secretary
(325) 372-5144
sansaba@centex.net

City of Sealy

Warren Escovy

Assistant City Manager
(979) 885-1669
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City of Slaton

Mike Lamberson

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(806) 828-2000
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City of Strawn

Danny Miller

City Secretary
(254) 672-5311
city@strawntx.com

City of Stephenville

Nick Williams

Director of Public Works
(254) 918-1223
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City of Terrell

Mike Sims

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(972) 551-6600
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City of Whitewright

Gwyn Jordan

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(903) 364-2219
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City of Willis

Marissa Quintanilla

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City of Winters

Virginia Ochoa

City Secretary
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citywin@wtxs.net

THE TEAM

"We have been fortunate to work with Public Management, Inc. for nearly a decade. Their team has always provided the utmost of professionalism. They have been available to walk us through every aspect of any grants with knowledge, skill and patience. Public Management, Inc. has been by our side every step of the way making sure we are clear on every aspect of our grants process. We would not hesitate at all giving a 100% recommendation to anyone who is looking for a great grant management team."

- City of Hico

PATRICK K. WILTSHIRE

PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

PRESIDENT & CHIEF EXECUTIVE OFFICER

Supervisory authority over all Company operations including, but not limited to, project assignment and management; personnel policies; daily operational functions and policies; financial operations; business development; and resource allocation. Coordinates short and long range strategic planning which aim to enhance and/or develop, implement, and enforce policies and procedures that will improve the overall operation and effectiveness of the corporation. Cultivates a Client-Based approach to service delivery, addressing the needs of each client in ways that optimize performance and address quality of life needs. Promotes a culture of high performance and continuous improvement that values learning and a commitment to quality.

JAN. 2014 - DEC. 2014
Public Management, Inc.

CHIEF OPERATIONS OFFICER

DEC. 2009 - DEC. 2013
Public Management, Inc.

PROJECT MANAGER & COMPLIANCE SPECIALIST

Led company merger which increased client base by 50%

Managed or directed over $200 million project initiatives

Coordinated programmatic improvements to the TXCDBG program

EDUCATION

AUG. 2007 - DEC. 2009
Texas A&M University
Corpus Christi, Texas

M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Policy Analysis, Budgeting, Planning

AUG. 2001 - MAY 2006
Missouri Valley College
Marshall, Missouri

B.A. CRIMINAL JUSTICE & SOCIOLOGY

Areas of Concentration: Sociology, Criminal Justice, & English

CONTACT

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Houston, TX 77032

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pwiltshire@publicmgt.com

PHONE
281-592-0439

PUBLIC MANAGEMENT
EST.1982

NICHOLAS J. HOUSTON

VICE PRESIDENT



EXPERIENCE

JAN. 2016 - PRESENT
Public Management, Inc.

VICE PRESIDENT

Supervisory authority over all financial operations, including but not limited to, financial policies, budget preparation and financial planning and forecasting, retirement and benefits development and implementation, oversees accounts receivable & accounts payable, directs investments and distributions, maintains past and current financial records for reporting, assists and develops audit and tax reporting. Develops financial operational strategies by evaluating trends; establishing critical measurements; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; implementing change. Develops organization prospects by studying economic trends and revenue opportunities; projecting acquisition and expansion prospects; analyzing organization operations.

NOV. 2006 - DEC. 2015
Public Management, Inc.

PROJECT MANAGER & COMPLIANCE SPECIALIST

MAY 2006 - OCT. 2006
Bridge Capital

LOAN ADVISOR

Over a decade of Project Management experience

Currently oversees more than $150M Project Initiatives

Streamlined company financial operations

EDUCATION

AUG. 1997 - AUG. 2003
Sam Houston State Univ.
Huntsville, Texas

B.B.A. FINANCE, MINOR IN MUSIC

Areas of Concentration: Banking & Personal Finance

CONTACT

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PUBLIC MANAGEMENT
EST.1982

KENNETH J. COIGNET

VICE PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

VICE PRESIDENT

Supervisory authority over all company business opportunities, including but not limited to, past, current, and future grant funded programs; past, current, and future clients; new business ventures; and business sustainability practices. The Business Development Director works closely with the CEO & CFO to develop potential business deals by analyzing market strategies, deal requirements, potential and financials. In addition, the Business Development Director develops negotiating strategies and positions by studying integration of new venture with company strategies and operations; examining risks and potentials; estimating partners' needs and goals.

NOV. 1999 - JAN. 2015
Public Management, Inc.

PROJECT MANAGER & PLANNER

NOV. 1998 - OCT. 1999
Public Management, Inc.

ASSISTANT PLANNER & HOUSING SPECIALIST

- Helped achieve programmatic improvements to planning program
- Managed and directed over 50 comprehensive plans
- Serves as Business Development Director by identifying and developing business relationships with clients

EDUCATION

JUNE 1995 - DEC. 2001
Southwest Texas State Univ.
San Marcos, Texas

M.A. GEOGRAPHY

Areas of Concentration: Land/Area Development and Management

AUG. 1985 - DEC. 1991
Southwest Texas State Univ.
San Marcos, Texas

B.S. GEOGRAPHY

CONTACT

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PUBLIC MANAGEMENT
EST. 1982

JAKE R. MCADAMS

REGIONAL PROJECT MANAGER



JAN. 2016 - PRESENT
Public Management, Inc.

REGIONAL PROJECT MANAGER

Responsible for client relations, business development, and overall project management in the North and West Texas Region. Assists with staff training and development along with the overall implementation of corporate stratagies.

Oversees and manages all company operations in North and West Texas

JULY 2015 - DEC. 2020
Public Management, Inc.

REGIONAL MANAGER, NORTH/WEST TEXAS

Formally recognized by TDA for outstanding performance in project management

FEB. 2014 - JUNE 2015
Public Management, Inc.

PROJECT MANAGER & COMPLIANCE SPECIALIST

Successfully applies for diverse range of funding opportunities

EDUCATION

MAY 2012 - DEC. 2013
Stephen F. Austin State Univ.
Nacogdoches, Texas

M.A. HISTORY
Areas of Concentration: Public History, Suburban History

AUG. 2008 - MAY 2012
Stephen F. Austin State Univ.
Nacogdoches, Texas

B.A. HISTORY
MINOR IN OUTDOOR RECREATION MANAGEMENT
Areas of Concentration: Public History, Activity Management

CONTACT

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PUBLIC MANAGEMENT
EST.1982

MICHAEL MIGAUD

PROJECT MANAGER



MARCH 2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.

- Assists with administration of projects in Southeast Texas
- Compliance Specialist and Special Projects Coordinator
- Collects data, organizes, and maintains project files

EDUCATION

AUG. 2018 - MAY 2020
Texas A&M University
College Station, Texas

MASTER OF PUBLIC ADMINISTRATION
Areas of Concentration: Public Policy Analysis and Analytical Methods

AUG. 2014 - MAY 2018
Texas A&M University
College Station, Texas

B.S. POLITICAL SCIENCE
B.A. PHILOSOPHY

CONTACT

PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 108
Houston, TX 77032

EMAIL
mmigaud@publicmgt.com

PHONE
281-592-0439

PUBLIC MANAGEMENT
EST.1982

JOHN REED

PROJECT MANAGER



JAN. 2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER

Responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.

JULY 2019 - DEC. 2019
Nueces Co. Office of Emergency Management

PROJECT MANAGER & COMPLIANCE SPECIALIST

NOV. 2011 - MAY 2015
United States Army

ALLSOURCE INTELLIGENCE ANALYST

Manages projects surrounding HGAC region

Provides ongoing feedback for risk management, mitigation, and prevention

Collects data, organizes, and maintains project files

EDUCATION

JAN. 2018 - DEC. 2019
Texas A&M University
Corpus Christi, Texas

M.A. PUBLIC ADMINISTRATION
Areas of Concentration: Administration; Program Evaluation

AUG. 2015 - DEC. 2017
Texas A&M University
Corpus Christi, Texas

B.A.S. CRIMINAL JUSTICE
Areas of Concentration: Research Methods, Community Collaboration

CONTACT

PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 108
Houston, TX 77032

EMAIL
jreed@publicmgt.com

PHONE
281-592-0439

PUBLIC MANAGEMENT
EST.1982

ARON MILLER

PROJECT MANAGER



EXPERIENCE

MARCH 2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER

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AUG. 2019 - APRIL 2020
James D. Jones, Attorney

LEGAL ADMINISTRATIVE ASSISTANT

MAY 2016 - AUG. 2018
James D. Jones, Attorney

LEGAL INTERN I, II, & III

- Assists with administration of projects in Southeast Texas
- Compliance Specialist and Special Projects Coordinator
- Collects data, organizes, and maintains project files

EDUCATION

AUG. 2014 - AUG. 2019
Texas Tech University
Lubbock, Texas

B.A. SOCIOLOGY

CONTACT

PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 108
Houston, TX 77032

EMAIL
amiller@publicmgt.com

PHONE
281-592-0439

PUBLIC MANAGEMENT
EST.1982

THOMAS QUINTERO

ASSISTANT PROJECT MANAGER AND GIS TECHNICIAN



MARCH 2021 - PRESENT
Public Management, Inc.

ASST. PROJECT MANAGER AND GIS TECHNICIAN

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.

AUG. 2020 - MAR. 2021
City of Detroit

GIS ANALYST INTERN

MAY. 2020 - AUG. 2020
NASA DEVELOP

GIS ANALYST INTERN

- Assists with administration of projects in Southeast Texas
- Creates revealing and analytically powerful maps
- Collects data, organizes, and maintains project files

EDUCATION

AUG. 2016 - MAY 2020
University of Texas at Austin
Austin, Texas

B.S. GEOLOGY, MINOR IN BUSINESS

CONTACT

PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 108
Houston, TX 77032

EMAIL
tquintero@publicmgt.com

PHONE
281-592-0439

PUBLIC MANAGEMENT
EST.1982

MORGAN VERETTE

PROJECT MANAGER



AUG. 2018 - PRESENT
Public Management, Inc.

PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.

- Manages projects in the West and North Texas region
- Compliance Specialist and Special Projects Coordinator
- Collects data, organizes and maintains project files

EDUCATION

AUG. 2014 - DEC. 2017
Angelo State University
San Angelo, Texas

B.A. BUSINESS ADMINISTRATION
Areas of Concentration: Administration, Management

CONTACT

PUBLIC MANAGEMENT, INC.
P.O. Box 4161
Abilene, TX 79608

EMAIL
mverette@publicmgt.com

PHONE
281.592.0439

PUBLIC MANAGEMENT
EST.1982

DALTON AIKEN

PROJECT MANAGER



MARCH 2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.

FEB. 2020 - JUNE 2020
GEODynamics

TESTING OPERATOR

JAN. 2019 - FEB. 2020
Sight Glass Flights

DRONE OPERATOR & DATA COORDINATOR

- Assists with administration of projects in Southeast Texas
- Compliance Specialist and Special Projects Coordinator
- Collects data, organizes, and maintains project files

EDUCATION

AUG. 2013 - MAY 2017
University of North Texas
Denton, Texas

B.S. GEOGRAPHY

CONTACT

PUBLIC MANAGEMENT, INC.
312 South Morgan Street
Granbury, TX 76048

EMAIL
daiken@publicmgt.com

PHONE
281-592-0439

PUBLIC MANAGEMENT
EST.1982

LISETTE M. HOWARD

PROJECT MANAGER



JAN. 2018 - PRESENT
Public Management, Inc.

PROJECT MANAGER

The Project Manager & Environmental Specialist is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Develop environmental review records in accordance with application state and federal regulations as directed by NEPA requirements. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.

DEC. 2006 - DEC. 2017
A&J Howco Services, Inc.

PROGRAM SPECIALIST

JAN. 2007 - MAY 2008
Sul Ross State University

HUMAN RESOURCES OFFICE ASSISTANT

- Extensive experience performing environmental reviews
- Over a decade of project management experience
- Experience in financial management of CDBG/HOME grants

EDUCATION

JAN. 2004 - DEC. 2006
University of North Texas
Denton, Texas

M.S. KINESIOLOGY

AUG. 1997 - AUG. 2002
Texas A&M University
College Station Texas

B.S. SCIENCE-HEALTH, COMMUNITY HEALTH OPTION
Areas of Concentration: Biomedical Sciences and Social Sciences

CONTACT

PUBLIC MANAGEMENT, INC.
5100 Eldorado Pkwy., Ste. 102
McKinney, TX 75070

EMAIL
lhoward@publicmgt.com

PHONE
281.592.0439

PUBLIC MANAGEMENT
EST.1982

JANET L. TORRES

PROJECT MANAGER



MARCH 2018 - PRESENT
Public Management, Inc.

PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.

AUG. 2012 - FEB. 2018
A&J Howco Services, Inc.

PROGRAM SPECIALIST

DEC. 1988 - SEPT. 1993
Pettis County Division
of Family Services

SOCIAL SERVICE WORKER

TXCDBG Certified

Decades of Management Experience

Labor Standards Specialist

EDUCATION

SEPT. 2004 - JUNE 2005
Intl. School of Excellence
Lubbock, Texas

M.S. THEOLOGY

SEPT. 1977 - DEC. 1979
Concordia University
Seward, Nebraska

B.A. SOCIAL WORK

CONTACT

PUBLIC MANAGEMENT, INC.
8207 Hudson Street, Ste. C
Lubbock, TX 79423

EMAIL
jtorres@publicmgt.com

PHONE
806-797-4299

PUBLIC MANAGEMENT
EST.1982

A. KAY HOWARD

SENIOR CONSULTANT



MARCH 2018 - PRESENT
Public Management, Inc.

SENIOR CONSULTANT

Provide overall guidance on management, planning and financial service elements. Senior Consultants are available to manage projects, attend meetings and interact with clients as directed and implored to do so. Any involvement will contingent upon the needs of staff and the schedule of projects. Their role could be enhanced from time to time to include other duties which would be deemed necessary for overall productivity. Senior Consultants are encouraged to develop business with existing and future clients.

APRIL 1993 - MARCH 2018
A&J Howco Services, Inc.

FOUNDER & PRESIDENT

1981 - 1993
Gary R. Traylor & Associates

VICE PRESIDENT & PROJECT MANAGER

Founded A&J Howco Services, Inc. with over 30 years of business experience

Merged with Public Management, Inc. in 2018

Maintains Client Relations in North and West Texas

EDUCATION

SEPT. 1994 - DEC. 1996
Texas Tech University
Lubbock, Texas

M.A. ACCOUNTING & BUSINESS MANAGEMENT

AUG. 1968 - JUNE 1970
Oklahoma City Comm. College
Oklahoma City, Oklahoma

B.A. ACCOUNTING

CONTACT

PUBLIC MANAGEMENT, INC.
8207 Hudson Street, Ste. C
Lubbock, TX 79423

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kay@publicmgt.com

PHONE
806-797-4299

PUBLIC MANAGEMENT
EST.1982

CONTRACT

"The City of Grandview has had the pleasure of working with Public Management, Inc. for a number of years. With assistance to secure funding for comprehensive planning, street improvement, and large-scale water and wastewater improvements, we have never worked with a company so attentive, detailed, and responsive. Words can't describe how grateful the city is for all Public Management, Inc. has done for our city."

- City of Grandview

PUBLIC MANAGEMENT
EST.1982

Planning • Financing • Management

January 14, 2022

Joe Hines
City Manager
City of Lamesa
601 S. 1st Street
Lamesa, Texas 79331

RE: Letter of Profit Statement & Negotiation

Dear Mr. Hines:

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Public Management, Inc.'s proposed fee for Administrative Services, detailed in the following contract is in-line with other established fee schedules by similar federal programs (FMEA, CDBG, etc.). Of this fee, our level of profit for this contract is approximately 10-15%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping; the environmental review; complete contract management and coordination with all vendors and contractors; labor standards; financial management; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since our profit must be negotiated separately from our overall contract price, please accept this letter as the attachment to our contract. Acknowledgment of this letter or the execution of our contract is believed to be acceptance of the proposed profit that Public Management, Inc. expects to clear for managing this contract.

Respectfully,

Patrick K. Wiltshire
President & CEO

T 281.592.0439 F 281.592.1734 W publicmgt.com E info@publicmgt.com P.O. Box 1827 Cleveland, TX 77328

PUBLIC MANAGEMENT
EST.1982

Contract

This contract ("Contract") is made and entered effective _____, 2021 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF LAMESA**, ("Client") for the purpose of retaining Consultant to render **Administration Services** to the Client for **American Rescue Plan – Coronavirus Local Fiscal Recovery Funding, as administered by the United States Treasury**.

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PROGRAM DESIGN SERVICES:

Program Design/Needs Identification: The Team will prepare assist with needs identification and develop program options as directed by the Client adherent to the state and federal guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for program development and needs identification;
- Identify and document stakeholders, interested parties, project beneficiaries and detail program design anticipated impact and outcomes;

ADMINISTRATIVE SERVICES:

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Team will coordinate, as necessary, between Client and any other appropriate service providers (i.e., Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Team will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e., program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Team will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up projects in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Team will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Team will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e., Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Team will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Civil Rights Requirements (as applicable): The Team will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Team will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring: The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The Team will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Team will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

Force Account (as applicable): The Team will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency. ***Public Management, Inc. may consider an additional fee for these services depending upon the scope of Force Account activities.***

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Team will prepare any necessary reports required by the funding agency to close out the project. The Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____ Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to **American Rescue Plan (ARP) Coronavirus Local Fiscal Recovery Fund (CLFR)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed: **One Hundred Thousand Dollars and zero cents ($100,000.00).**

The fee will be based on the final project scope. Consultant reserves the right to renegotiate fees based on the additional guidance from the United States Treasury as well the unknown program design or unforeseen project complexities.

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in ***Corporate Hourly Rate and Fee Schedule (Attachment II).*** *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

VII.

Payment of the fees associated with ("**Part V. and VI.**"') - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure,

shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.

PUBLIC MANAGEMENT
P.O. BOX 1827
CLEVELAND, TEXAS 77328-1827

PATRICK K. WILTSHIRE
President/CEO

Client

Chief Elected Official

ATTEST:

Attachment I
Work Authorization

For work associated to **City of LAMESA ARPA-CLFRF Administration**, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

One Hundred Thousand Dollars and 0/100 ($100,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

ADMINISTRATIVE SERVICES		
SERVICE	PERCENTAGE	TOTAL FEE
Program Development & Administrative Start-up	7.5%	$7,500.00
Needs Identification & Recovery Plan	7.5%	$7,500.00
25% of allocated funds expended	20%	$20,000.00
50% of allocated funds expended	20%	$20,000.00
75% of allocated funds expended	20%	$20,000.00
All allocated funds expended	20%	$20,000.00
Contract Closeout	5%	$5,000.00
TOTAL FEE	**100%**	**$100,000.00**

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than

PUBLIC MANAGEMENT
P.O. BOX 1827
CLEVELAND, TEXAS 77328-1827

Client

PATRICK K. WILTSHIRE
President/CEO

Chief Elected Official

ATTEST:

Attachment II
Corporate Hourly Rate & Fee Schedule

PUBLIC MANAGEMENT, INC.
2021 Hourly Rate

Principal Consultant	$275.00/HR
Senior Consultant	$250.00/HR
Senior Project Manager	$225.00/HR
Environmental Specialist	$200.00/HR
Project Manager	$200.00/HR
Planner	$200.00/HR
GIS Manager	$200.00/HR
GIS Technician	$185.00/HR
Assistant Project Manager/Planner	$170.00/HR
Compliance Specialist	$150.00/HR
Executive Assistant	$125.00/HR

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2021. In January, 2022, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

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

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than $100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by FEMA assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

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

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.
(Applicable to contracts in excess of $100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of $100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

REQUIRED FORMS

"Our mission is real and our passion is sincere. It's about impact, outcomes and making a difference. More than anything, I want to lead positive change for communities that want to pursue their full potential."

- Patrick Wiltshire, President & CEO

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

1/14/2022

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[x] **Prime** [ ] **Subawardee**
Tier _____, *if known*:

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Public Management, Inc.
15355 Vantage Parkway West
Suite No. 108
Houston, Texas 77032

Congressional District, *if known*:

6. Federal Department/Agency:
U.S. Treasury

7. Federal Program Name/Description:
ARPA-CLFRF
CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:
N/A

9. Award Amount, *if known*:
$ Unknown

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):
N/A

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: 
Print Name: Patrick K. Wiltshire
Title: President & CEO
Telephone No.: 281.592.0439 Date: 1/14/2022

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	Public Management
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	
* First Name:	Patrick
Middle Name:	
* Last Name:	Wiltshire
Suffix:	
* Title:	President and CEO
* SIGNATURE:	
* DATE:	1/14/2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

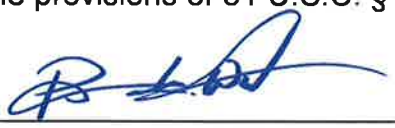
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Public Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Patrick K. Wiltshire, President & CEO

Printed Name and Title of Contractor's Authorized Official

1/14/2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-839600

Date Filed:
01/12/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Public Management, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lamesa

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
American Rescue Plan
Administrative Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wiltshire, Patrick	Houston, TX United States	X	
Houston, Nicholas	Houston, TX United States	X	
Coignet, Kenneth	Houston, TX United States	X	
McAdams, Jake	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Patrick K. Wiltshire, and my date of birth is 7/22/1982.

My address is 3051 Coreopsis Court (street), Dickinson (city), TX (state), 77539 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 12 day of January (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Soules Insurance Agency, L P 701 N San Jacinto Conroe TX 77301	**CONTACT NAME:** Sandra Stuckey **PHONE (A/C, No, Ext):** 936-756-0671 **FAX (A/C, No):** 936-756-6877 **E-MAIL ADDRESS:** soules@soulesinsurance.com
INSURED PUBLMANA Public Management Inc. 15355 Vantage Pkwy W Ste 108 Houston TX 77032	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Twin City Fire Insurance Company — 29459 **INSURER B :** Texas Mutual Insurance Company — 22945 **INSURER C :** Admiral Insurance Co. — 24856 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 575535021 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			61SBABC6778	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			61SBABC6778	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0002019787	9/1/2021	9/1/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional			EO00003595406	12/13/2021	12/13/2022	1,000,000 Each Claim 1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The GL & Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The GL, Auto, & WC policies include a blanket automatic waiver of subrogation endorsement and an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder. The policies contain a special endorsement with "primary and noncontributory" wording.

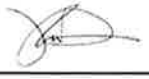
CERTIFICATE HOLDER

HR Green, Inc.
11011 Richmond Ave.; Suite 200
houston TX 77042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Sort by

Date Modified/Update

Showing 1 - 1 of 1 results

Public Management, Inc. ● Active Registration

DUNS Unique Entity ID
945630507

CAGE Code
6QDN5

Physical Address
15355 Vantage Pkwy W
Ste 108, Houston, TX
77032 USA

SAM Unique Entity ID
DL1PFHMDM786

Entity

Expiration Date
Jul 7, 2022

Purpose of Registration
All Awards

Results per page

of **1**

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**6QDN5**

Points of Contact

Electronic Business

Patrick K Wiltshire, President & CEO

15355 Vantage PKWY W STE 108
Houston, Texas 77032
United States

Government Business

Patrick K Wiltshire, President & CEO

15355 Vantage PKWY W STE 108
Houston, Texas 77032
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541611**	**Administrative Management And General Management Consulting Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any		

SAM.GOV®

PUBLIC MANAGEMENT, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
945630507	**DL1PFHMDM786**	**6QDN5**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Jul 7, 2022**
Physical Address	Mailing Address	
15355 Vantage PKWY W STE 108 **Houston, Texas 77032-1975** **United States**	**15355 Vantage PKWY W STE 108** **Houston, Texas 77032-1975** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Public Management, Inc.**	**Public Man**
Congressional District	State / Country of Incorporation	URL
Texas 18	**Texas / United States**	**www.publicmgt.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 8, 2021	**Jul 7, 2021**	**Apr 17, 2012**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 1, 1982	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

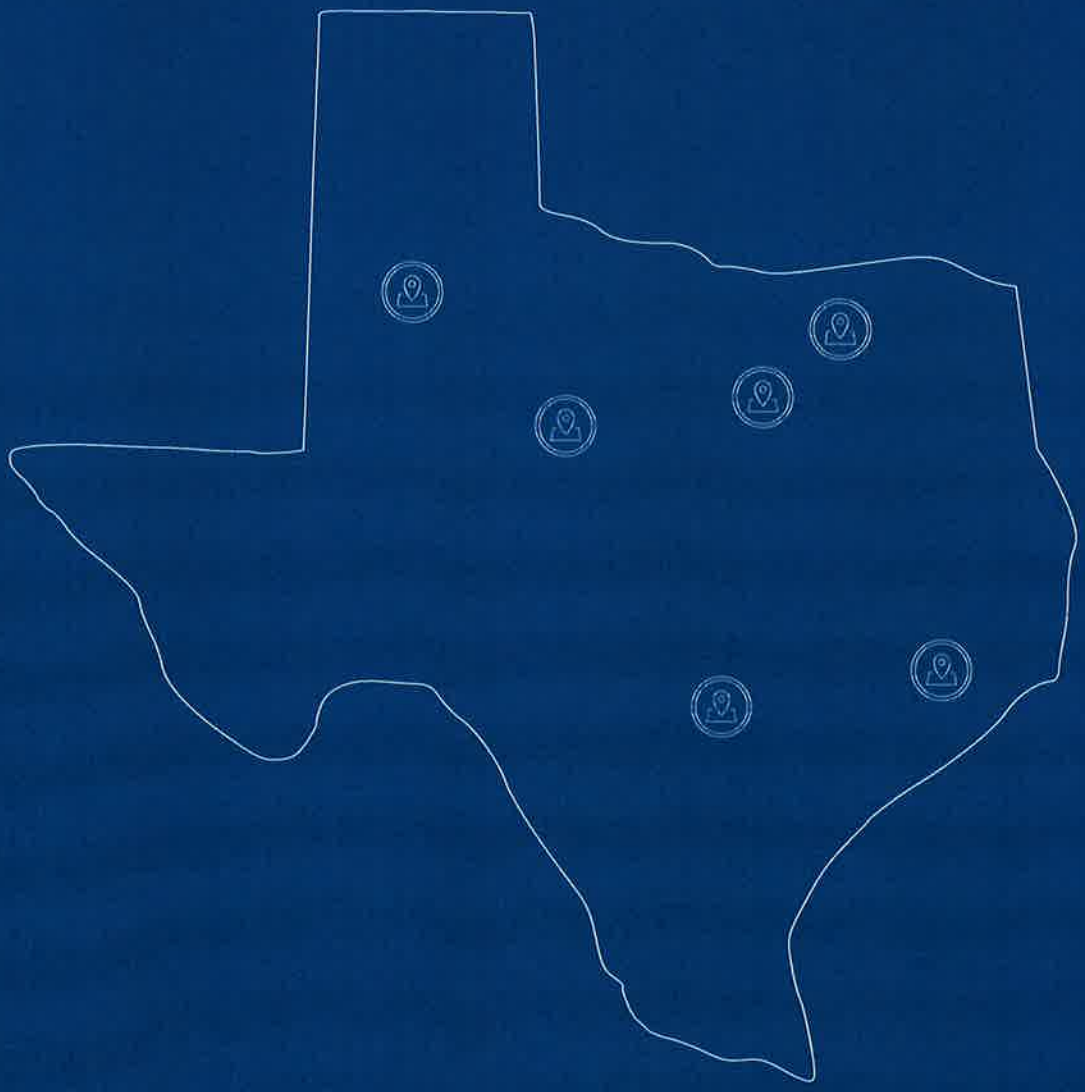
Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers, County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glenrose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County, Hempstead, Hico, Higgins, Holliday, Howardwick, Howe, Italy, Jonestwon, Jayton, Jersey Village, Jones County, Joshua, Katy, Kemah, Kemp, Kerens, Kermit, Knollwood, Knox City, Kress, Kyle, La Marque, La Porte, Lamesa, Lawn, Liberty, Liberty County, Lipan, Loraine, Lorenzo, Loving, Mabank, Magnolia, Malakoff, Mason, Matador, Maypearl, McCamey, McCulloch County, Meadow, Melissa, Melvin, Mingus, Montgomery, Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala

WWW.PUBLICMGT.COM



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281-592-0439
mjimenez@publimgt.com

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 11**

SUBJECT: **"DISCUSS AND TAKE ACTION TO ADOPT A RESOLUTION AWARDING AN ENGINEERING CONTRACT RELATED TO THE AMERICAN RESCUE PLAN"**

PROCEEDING: Action

SUBMITTED BY: City Staff

AUTHORITY:

SUMMARY STATEMENT

City Council to consider, discuss and take action to adopt a resolution awarding Engineering contract related to the American Rescue Plan. *(City Manager)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to adopt a resolution awarding Engineering contract related to the American Rescue Plan. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

RESOLUTION

A RESOLUTION OF THE CITY OF LAMESA, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROGRAMS THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, participation in federal programs requires implementation by professionals experienced in the engineering of federally-funded projects and creation of design and construction documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering and design services has been completed in accordance with the federal procurement requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That _____ is selected to provide application and project-related **engineering and design services** for Coronavirus Local Fiscal Recovery Fund program(s).

Section 2. That a cost-price analysis will be conducted to determine the negotiated fee to be appropriate and reasonable based upon program requirements and rules.

Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

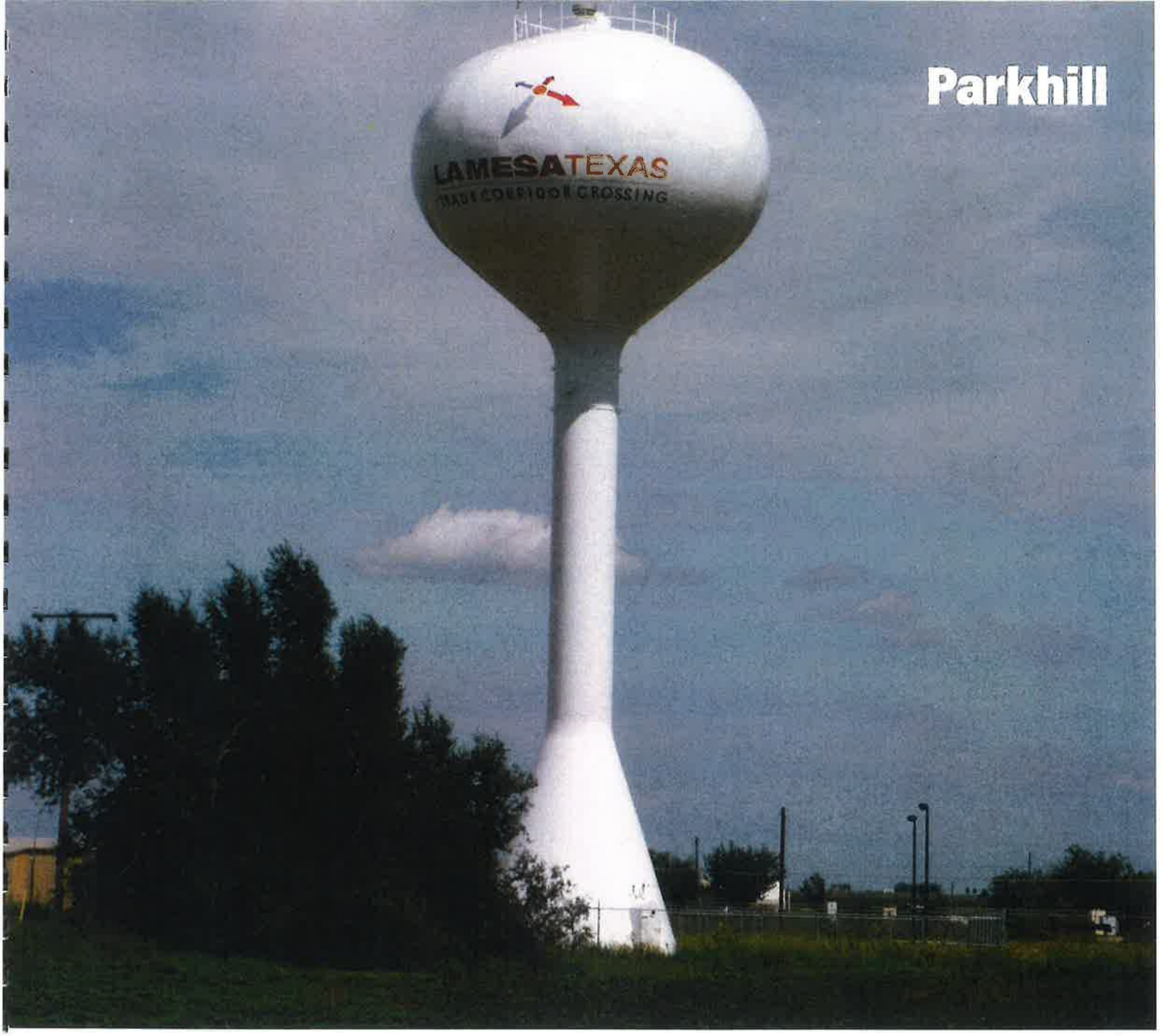
PASSED AND APPROVED ON _____, 2022.

APPROVED:

_____
Josh Stevens, Mayor

ATTEST:

_____
Betty Conde, City Secretary



PROPOSAL FOR

Coronavirus Local Fiscal Recovery Fund

PROFESSIONAL ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES

PREPARED FOR CITY OF LAMESA

JANUARY 2022

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Parkhill

Section 01

LETTER OF INTEREST

January 20, 2022

Joe Hines, City Manager
City of Lamesa
601 South 1st
Lamesa, Texas 79331

Re: **Coronavirus Fiscal Local Recovery Fund | Engineering/Architectural/Surveying Services**

Dear Selection Committee,

Parkhill is pleased to provide this Proposal for Professional Engineering Services for the City of Lamesa's ARPA Grant Activities. With the completion of numerous grant projects in recent years, Parkhill is very well qualified to assist you and your staff with the activities required to successfully utilize an ARPA grant for Lamesa.

Below are some key benefits we believe you will gain by selecting the Parkhill team:

Similar Project Experience – Parkhill's primary specialties include water and wastewater system planning and design. For over 75 years, more than 50 percent of our workload has involved water- and wastewater-related projects. In fact, Parkhill has completed multiple projects for the City of Lamesa which include the on-going USDA project that includes a new waterline, pump stations, rehabilitated well and a 14-million gallon ground storage tank. We have completed hundreds of grant-funded projects similar to those we anticipate under this contract. Our business is to assist municipalities in providing safe, reliable water and wastewater services to their citizens.

Our Values - Parkhill's corporate values are applied throughout all aspects of project delivery. One value applicable to this project is Informed Insight. Our team is committed to assisting you to see clearly and intuitively beyond complexity and will be pivotal in the success of your projects. We believe in empowering and equipping our clients with the vital information necessary to make crucial decisions for their community without sacrificing the integrity of the project or its budget.

Personal Commitment - The City of Lamesa and Parkhill have worked together as team members for several years. Lamesa is one of our most valued clients. In fact, any time we receive a phone call from City staff, that becomes our immediate priority. We have been your trusted consultant providing you with our technical expertise.

Project Leadership - Our Team has over 470 employees in Texas, Oklahoma, and New Mexico with a background in engineering, architecture, and planning. However, we fully recognize that a firm's performance is only as good as the individuals working on each and every project. The project team selected for you will be led by Principal-in-Charge, Brian Stephens, PE. Brian brings years of project leadership on water and wastewater projects of all types and sizes.

We look forward to another opportunity of working with you, your staff, and the community through this ARPA process. If you have any questions regarding our firm, please don't hesitate to contact us.

Sincerely,



Brian Stephens, PE
Principal-in-Charge/Project Manager

Section 02

Professional Services
Civil Engineering
Surveying
Construction Phase Services
Structural Engineering
MEP Engineering
Master Planning
Architecture
Interior Design
Landscape Architecture
Cost Estimating

HISTORY OF PARKHILL

Parkhill, Smith & Cooper is now Parkhill. For 75 years, our communities have relied on us to provide innovative, collaborative, and relevant solutions for design services.

Our story began in 1945 when three friends took it upon themselves to help West Texas rebuild and recover following World War II. We have been creating inventive, relevant built environments together ever since. This is at the heart of what we do and who we are. We are Building Community and sustaining relationships.

BY THE NUMBERS



EXPERIENCE

Engineering
Aviation
Highway
Railway
Municipal Infrastructure
Site Development
Solid Waste
Water
Wastewater

Architecture
Commercial/Financial
Community Practice
Municipal
Government
Healthcare
Higher Education
K-12 Education

Parkhill has established a tradition of personalized client service, technical expertise, architectural design, and innovative engineering. A full range of design services is provided through the firm's offices in Texas, Oklahoma, and New Mexico. Parkhill has a staff of more than 450 and is one of the top 30 firms in the state of Texas according to *Engineering News Record*.

Parkhill is a multidisciplinary firm and will provide Lamesa the personnel to fill the prime firm position and relevant subconsultant positions. These experts understand the unique challenges and opportunities the City faces while implementing a ARPA project. Leonard Nail, PE, will hold the primary responsibilities with the City of Lamesa's Project Manager and will be the point of contact for Parkhill. We will have our staff available during design review meetings to relay information to your internal team members.

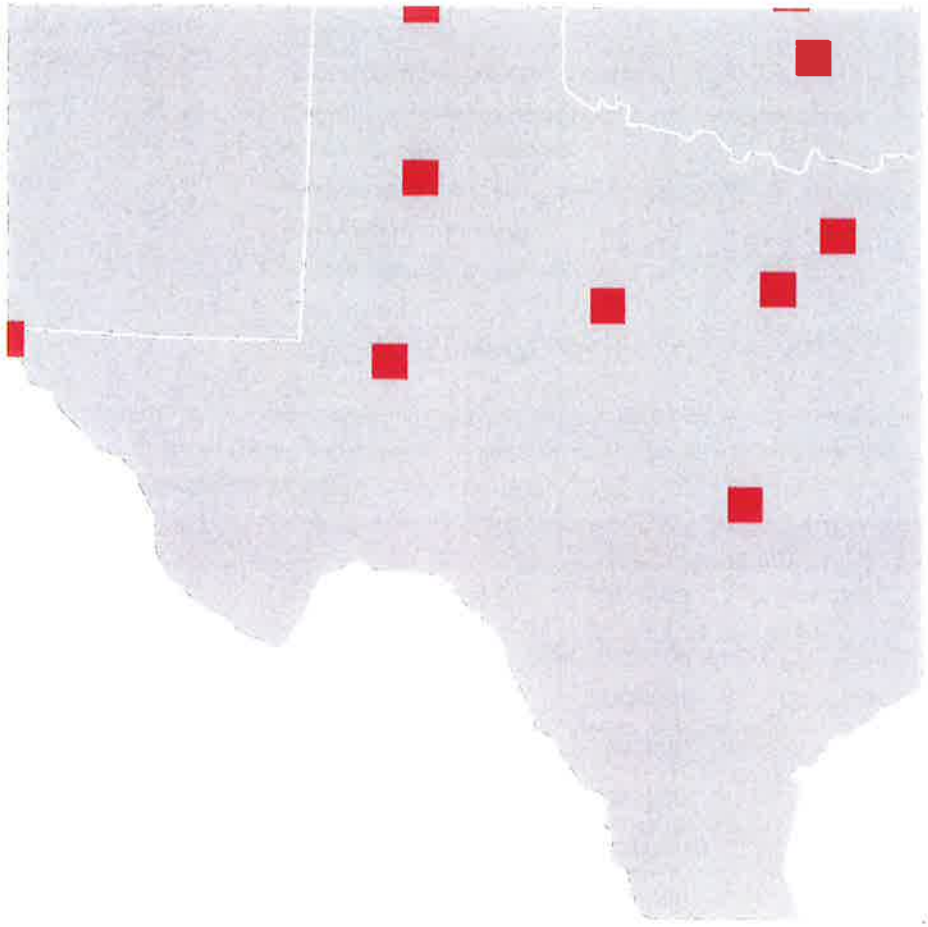
In 75 years of continuous professional practice, Parkhill has assembled an impressive portfolio. Each project and client is unique, so we customize our design services to meet these individual needs. We provide the on-time and in-budget services that keep our clients coming back. Our commitment to quality and to meeting our clients' needs for professional design services is shown by the high percentage of our practice provided by "repeat" clients. Approximately 85 percent of our active projects are with repeat clients.

Section 03

EXPERIENCE MANAGING FEDERALLY-FUNDED PROJECTS

In 2021, the US Government unveiled a $350 billion COVID-19 relief package. Parkhill stands ready to help clients understand how the American Rescue Plan Act of 2021 will affect their infrastructure projects. Here is a summary of the top bullet points regarding water, wastewater, or infrastructure:

- ARPA helps cities, counties, states, and tribal governments cover losses from delays due to the pandemic, make up some lost revenue, and ease the economic impact.
- Many of our clients are towns and cities that will be given funds to make water and wastewater infrastructure improvements. The Act provides $500 million for the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program created under the FY 2021 Omnibus to assist with drinking water and wastewater expenses.
- In the Transportation and Infrastructure section, $600 million is allowed to ensure all airports receive 100% federal cost-share for any airport improvement grant awarded to them in FY 2021.



PARKHILL WATER RESOURCES OVER THE LAST 5 YEARS

400+	25	29	59	42	14
PROJECTS, INCLUDING THE FOLLOWING:	PUMP STATIONS	GROUND/ELEVATED STORAGE TANKS	WATER WELL/ GROUNDWATER	WATERLINE PROJECTS	HYDRAULIC MODELING

Municipal Water Projects

We have completed projects involving municipal water facility planning and design including:.

- Services for securing water grants/loans from the Texas Water Development Board's Economically Distressed Area Program (EDAP) and Drinking Water State Revolving Fund (DWSRF)
- Grant application assistance for Community Development Block Grants (CDBGs)
- Complete water system analysis and planning
- Wellfield development
- Surface water supply development
- Supply and transmission facilities, including pump stations and pipelines
- Ground and elevated storage facilities
- Treatment plants
- Low- and high-service pump stations
- Distribution systems, including computer analysis of pipe network and flow conditions
- Supervisory Control and Data Acquisition (SCADA) systems
- Process control systems
- Income/expense projections
- Rate analyses
- Surge/transient analyses

Parkhill has extensive experience in designing municipal water system improvement projects throughout West Texas. Parkhill has been involved in over $175 million in construction-related costs for water system improvement projects within the last five years alone. The following list documents a few of our most recent, water improvements projects:

PROJECT NAME	LOCATION	PROJECT COST	YEAR
Ransom Canyon Water System Improvements	Ransom Canyon, TX	$300,000	2021
Proctor Water Line Extension	Lubbock, TX	$200,000	2021
Pecos Water Line Extension	Pecos, TX	$1,100,000	2021
Hereford TCDP Water System Improvements	Hereford, TX	$500,000	2020
Borger Nutrien Waterline Bore	Borger, TX	$350,000	2020
Hereford Well Field Expansion	Hereford, TX	$2,500,000	2020
Deaf Smith Co. LEC Utility Extension	Hereford, TX	$300,000	2020
Caviness Pump Station	Deaf Smith Co, TX	$1,000,000	2020
Muleshoe TCDP Water System Improvements	Muleshoe, TX	$230,000	2020
Crane US 385 Utility Relocation	Crane, TX	$132,000	2020
Whiteface Water System Improvements New Standpipe	Whiteface, TX	$527,000	2019
Levelland Adams Street EST	Levelland, TX	$500,000	2019
Muleshoe GSTs & Pump Station	Muleshoe, TX	$2,500,000	2019
Midland Business 20 Waterline Extension	Midland, TX	$550,000	2019
Earth TDA New Municipal Well	Earth, TX	$305,000	2018
Knox City TDA Water System Improvements	Knox City, TX	$180,000	2018
Lefors CDBG GST Replacement	Lefors, TX	$325,000	2018
Pampa Cotton Gin Waterline Extension	Pampa, TX	$100,000	2018
Dimmitt US385 SH86 Utility Relocation	Dimmitt, TX	$1,300,000	2018
Crane Well Field	Crane, TX	$26,000,000	2018
Levelland US 385 Utility Relocation	Levelland, TX	$625,000	2018



Kermit Water Improvements

City of Kermit | Kermit, Texas

CONSTRUCTION COST
$2.8M

REFERENCE
Frankie Davis
City Manager
city.mgr@cityofkermit.net
432.568.3460

RELEVANCY
| Water Project

The City of Kermit is currently working with Parkhill to provide design and construction phase engineering services to expand its current water system. The City of Kermit was receiving multiple requests from private developers to allow their water and sewer infrastructure to be tied to the City's water system. During the preliminary design phase, Parkhill analyzed the existing system and concluded that the development area would require a new pressure plane to account for the increased elevation. Parkhill is now actively providing design and bidding services for a new 1.0 MGD booster pump station and building, 1,500 LF of new 12-in and 8-in PVC distribution system improvements, a 1-MG Prestressed concrete tank, and a 100,000 Gallon Elevated Pedesphere style tank. Parkhill has provided in-house design services for multiple aspects of this project, including survey, electrical, controls/instrumentation, and structural services. In addition to the design services, Parkhill has been a strategic partner in coordinating efforts by all sub-consultants for this project, including land acquisition, easements, financing, and geotechnical services. This project is key to ensuring and supporting the future growth of this City.



Hereford TCDP Water System Improvements

Hereford, Texas

CONSTRUCTION COST
$159,421

REFERENCE
Steve Bartels
City Manager
steve@go-herd.com
806.363.7100

RELEVANCY
- Water Project Grant Funding

The City of Hereford selected Parkhill to provide professional services as part of their 2019/2020 TxCDBG grant application and subsequent engineering and construction phase services. Teaming with the Panhandle Regional Planning Commission (PRPC), Parkhill provided engineering documents for the submission of the City's application to the Texas Department of Agriculture (TDA). In early 2020 the City was selected and contracted with TDA for improvements to its water distribution system.

The City of Hereford contracted with Parkhill to provide topographic surveying, engineering, bidding, and construction administration services for implementation of the project. The project included over 3,200 feet of 6" PVC C900 waterline, relocation of several water meters, fire hydrants, and various other water system improvements. The project provides for increased fire protection safety for residents and improved water facilities as some of the existing waterlines were over 50 years old and a constant maintenance issue for City staff. Construction was performed by Rink's Lease Service of Levelland, Texas.



North Side Water and Sanitary Sewer System Improvements

Lamesa, Texas

CONSTRUCTION COST
$284,024

REFERENCE
Wayne Chapman
Finance Director
wchapman@ci.lamesa.tx.us
806.872.4324

RELEVANCY
- Water/Sewer Project

Parkhill was asked to design improvements along US Highway 87 including over 2,500 linear feet of 8-inch PVC water line as well as a 16-inch steel casing to cross the highway. This project also included approximately 1,700 linear feet of 12-inch sewer main that would serve the area north of 22nd Street and east of US Highway 87. This sewer main connected into an existing lift station located at the south-east corner of an auto dealership. One unique aspect of the project was to help reduce erosion over the new sewer main as it crossed a large drainage swell. Parkhill designed a gabion mattress to protect the sewer trench crossing. Construction was completed two months early.



Wheeler Reverse Osmosis Plant

Wheeler, Texas

CONSTRUCTION COST
$2,236,285

REFERENCE
Bob McCain
Mayor
cityoffice@wheelertexas.org
806.826.3222

RELEVANCY
- Water Project

Parkhill completed Wheeler Reverse Osmosis Water Treatment Plant in Wheeler, Texas, in 2016. The plant uses a reverse osmosis technique that is unique to the Texas Panhandle. With the help of a membrane, the water treatment plant is able to use their available groundwater resources and pumps 1 million gallons per day (MGD).

Wheeler had historic problems with high nitrate issues in the groundwater. Parkhill was originally contacted to provide alternatives to the existing groundwater for the city's potable supply. After evaluation of alternatives, the city selected treatment of the existing groundwater instead of alternate sources. The city was advised to pursue reverse osmosis treatment as it provided treatment for other possible constituents of concern in addition to nitrate.

Pilot studies for reverse osmosis systems were required by the Texas Commission of Environmental Quality (TCEQ) at the time of the project's inception. Parkhill coordinated the pilot study complete with protocols, manufacturer coordination, testing coordination and final pilot reporting to TCEQ. The results of the pilot study identified that reverse osmosis rejected over 96 percent of the nitrate present in the groundwater and proved to be an effective treatment alternative.







Muleshoe GSTs & Pump Station

Muleshoe, Texas

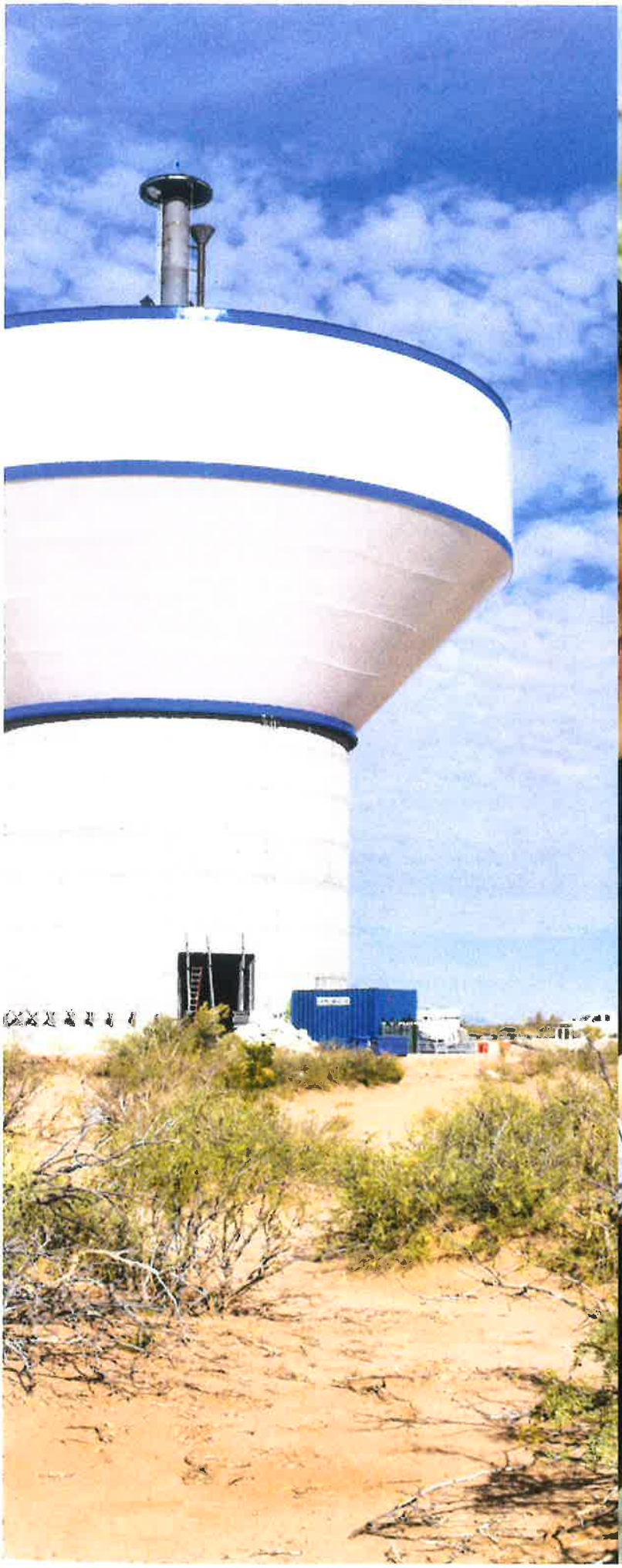
CONSTRUCTION COST
$2.5M

REFERENCE
Ramon Sanchez
City Manager
rsanchez@muleshoetx.org
806.272.4528

RELEVANCY
- Water Project

The City of Muleshoe requested engineering services to improve their current water supply system and Parkhill was awarded the contract for design. The scope of work was to consist of the installation of two 350,000-gallon steel ground storage tanks along with site work and fencing; a new CMU pump station facility installed with 3 equal-sized pumps rated at 900 GPM of flow, complete with valves, flow meters and other appurtenances; state of the art chlorine injection system including piping and concrete injection vault; plugging existing below ground piping of various sizes including the well field supply line and the City transmission line; installing PVC piping and fittings required to tie-in to the new tanks, pump station facility, well field supply line and the transmission line that flows to the City; and demolition work needed at the existing tank and pump facility following completion and successful operation of the proposed project.

The finalized project will allow potable water storage and delivery to the City distribution system by tying into the existing 15" water transmission line. Due to unique geographic conditions, the existing storage tank is on top of a hill to utilize natural elevation as pressure. To maintain current hydraulic grade lines and keep that natural pressure, the new site will require substantial cut/fill and grading in order to avoid the need for excessive waterline lengths and total dynamic head for the installed pumps. Utilizing the existing elevation of the hill minimizes the total dynamic head required for each of the installed pumps and keeps waterline lengths at a minimum, which has a positive economic impact on the project.





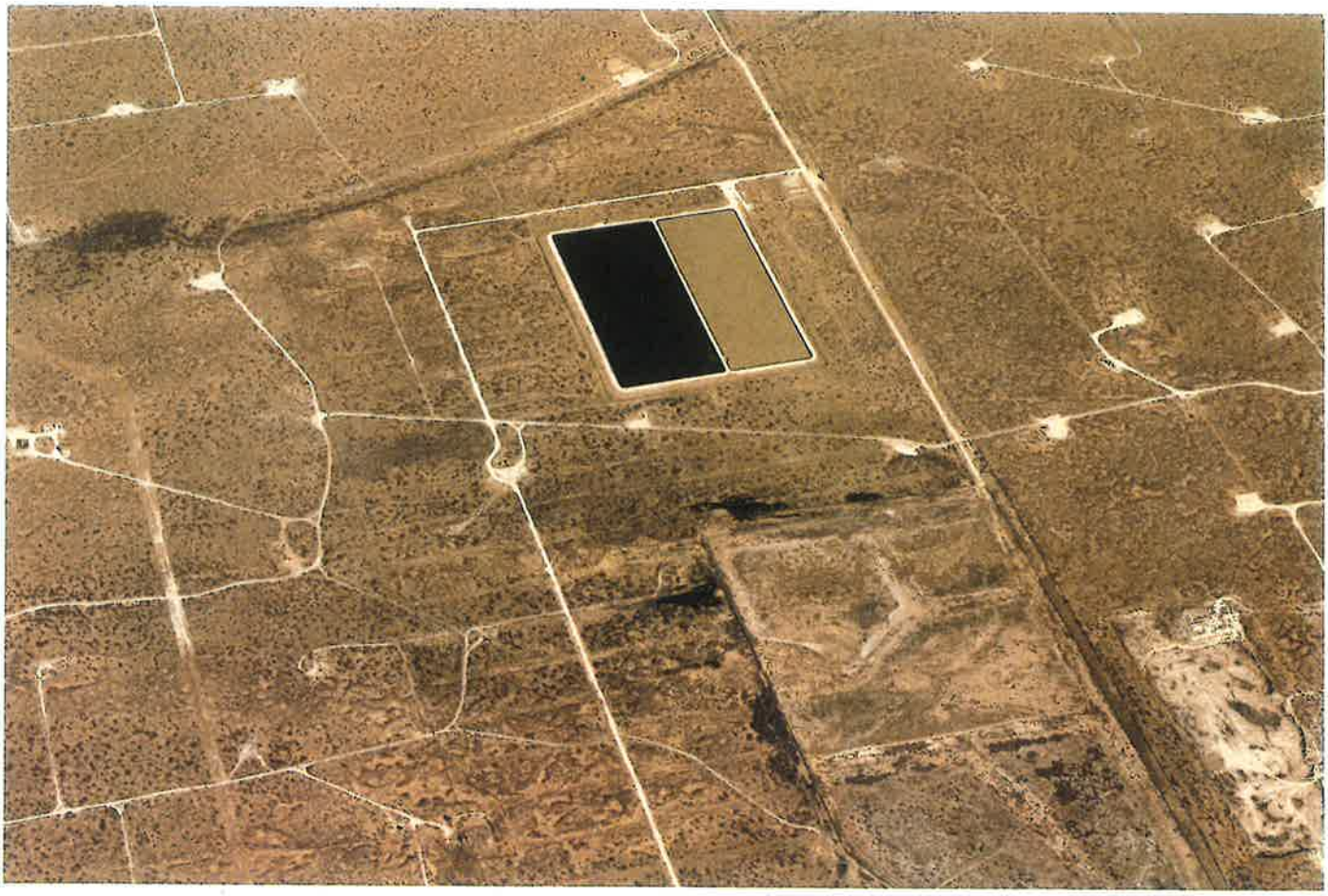
Municipal Sewer Projects

Parkhill has provided engineering services for municipal sewer facility improvement projects involving $60 million in construction-related costs in the last five years alone. Our services in sewer facility planning and design include:

- Services for securing loans from the Texas Water Development Board's State Revolving Fund (SRF) loan program for development of wastewater facilities
- Services for securing sewer grants/loans from the Texas Water Development Board's Economically Distressed Area Program
- Complete collection and treatment system evaluation, analysis and planning
- Wastewater collection lines
- Treatment plants – reuse, land application, recharge, and industrial reuse systems
- Process control systems
- Wastewater pumping stations
- Wastewater permitting applications
- Income/expense projections
- Rate analyses

A list of our municipal sewer systems planning and design project experience during recent years is included below:

PROJECT NAME	LOCATION	PROJECT COST	YEAR
Buffalo Springs Lift Station Evaluation	Buffalo Springs, TX	N/A	2021
LEDA Utility Improvements	Lubbock, TX	$720,000	2021
Midland NE Sanitary Sewer	Midland, TX	$30,000,000	2020
Hereford US 60 Utility Relocation	Hereford, TX	$6,000,000	2020
Borger Downtown Utility Improvements PH II	Borger, TX	$600,000	2020
Midland Briarwood Ave Water & Sewer Improvements	Midland, TX	$3,500,000	2020
Hereford Main Lift Station Replacement	Hereford, TX	$2,000,000	2020
Plainview -Hale County Business Park	Plainview, TX	$4,200,000	2020
Borger Sewer & Water Improvements	Borger, TX	$1,300,000	2019
Pampa Prison Lift Station Improvements	Pampa, TX	$500,000	2019
Plainview Milwee/Juniper Lift Station Replacement	Plainview, TX	$1,500,000	2017
Muleshoe Lift Station Replacement	Muleshoe, TX	$322,000	2017
Petersburg TDA Sludge Drying Beds	Petersburg, TX	$245,000	2017
Deaf Smith County San Jose Lift Station	Hereford, TX	$350,000	2016
Wheeler TCDP Water & Sewer Improvements	Wheeler, TX	$275,000	2015
Anton TCDP Lift Station	Anton, TX	$245,000	2014
TCDP Water and Sewer System Improvements	Memphis, TX	$350,000	2013
TCDP Sewer System Improvements	Springlake, TX	$239,420	2013
TCDP Sewer System Improvements	Pecos County, TX	$152,000	2013
Hereford TCDP Sanitary Sewer Improvements	Hereford, TX	$305,000	2012



Kermit Wastewater Treatment Plant

City of Kermit | Kermit, Texas

CONSTRUCTION COST
$2.8M

REFERENCE
Frankie Davis
City Manager
city.mgr@cityofkermit.net
432.568.3460

RELEVANCY
| Water Project

Parkhill is currently assisting the City of Kermit in the replacement of the City's wastewater treatment plant. The initial work item included the preparation of a Preliminary Engineering Report which identified the limitations and constraints of the existing system, as well as a review of regulatory compliance issues. Parkhill assisted the City and its financial advisor in the preparation of information necessary for funding through the Texas Water Development Board Clean Water Program. The City is currently awaiting approval of funding for the $5.6 million project, which will include a new facultative lagoon treatment system, irrigation holding pond, and land application disposal system. It is anticipated that funding will be available in February 2008.



Lamesa Miscellaneous WWTP and North Lift Station

Lamesa, Texas

CONSTRUCTION COST
$521,000

REFERENCE
Wayne Chapman
Finance Director
wchapman@ci.lamesa.tx.us
806.872.4324

RELEVANCY
- Wastewater Project

The City of Lamesa North Lift Station receives wastewater flow from the northern residential area of the city. The existing concrete lift station had fallen into a state of disrepair and was no longer functioning as intended. The City of Lamesa contracted with Parkhill to provide engineering services to construct a new lift station at the existing lift station site. The new fiberglass lift station is a 24-feet deep duplex station consisting of two 4-hp pumps with a pumping capacity of 240 gallons per minute. The new pumps were selected to produce the required flowrate while drastically improving efficiency from the existing 10-hp pumps, providing cost savings to the City. The new lift station, valve vault, and electrical improvements were constructed on site while the existing lift station remained in operation. The construction was sequenced so that the new lift station was able to be put online seamlessly without causing any interruptions to residents. The existing lift station was then demolished and the site graded and finished.



Hereford Main Lift Station Replacement

Hereford, Texas

CONSTRUCTION COST

$4.5M

REFERENCE

Steve Bartels
City Manager
steve@go-herd.com
806.363.7100

RELEVANCY

- Heavy Plant Improvement Project

The City of Hereford located in Deaf Smith County provides water and wastewater service to a population of over 14,000 as well as several industrial clients. 100% of the City's wastewater system flows through the Main Lift Station located south of Dairy Road near the Tierra Blanca Creek at the location of the City's initial wastewater treatment plant. As the City continued to grow a larger wastewater treatment plant was constructed east of the existing plant and the old plant was abandoned. The Main Lift Station was reconfigured to pump wastewater to the new plant. However, due to the configuration of the Main Lift Station the city continually has experienced maintenance and operational issues that result in costly and timely repairs.

To resolve this the City issued combination tax and revenue certificates of obligation in the amount of $4,553,474 to fund the replacement of the lift station and a well field expansion project. Shortly after, the City contracted with Parkhill to provide surveying, engineering, regulatory approval, bidding, construction administration, and resident project representative services, all of which would be provided in-house for implementation of the main lift station improvement project.

The existing lift station was a triplex pump dry well/ wet well configuration that pumped wastewater through a 16" PVC forcemain. The site included an influent concrete manhole, concrete grinder vault, concrete wet well, package dry well system, and various electrical components. The dry well being roughly 40' deep in the ground is a safety hazard with several flights of stairs to reach daylight. The grinder vault equipment was not reliable for continual usage, and the electrical and control system components were located so that they had severe H2S exposure.

The project includes abandonment of the dry well and replacing it with a triplex submersible configuration station. The station features a poured in place 30' deep concrete wet well, mechanical bar screen with vault, manual bar screen bypass, easily accessible emergency bypass connection, triplex 50 hp Flygt submersible pumps, pump rails, level control sensor, variable frequency drives, and autodialer. Various forcemain and gravity wastewater were included for connection to the new features. For constructability and economics, the new station was designed to be built parallel to the old station, allowing for the existing station to stay in service throughout most of the construction operations. Parkhill attempted to utilize as much existing infrastructure as possible to reduce the project's cost. The existing grinder vault is to be converted into the mechanical bar screen bypass vault, existing wet well repurposed to provide enough storage to meet TCEQ pumping volume requirements, and the electrical system components are relocated in a prefabricated FRP building. Construction is currently underway and is being performed by Amarillo Utility Contractors of Amarillo, Texas.

Section 04

SIMILAR PROJECTS/REFERENCES

PROJECT NAME	CONTACT	RELEVANCE
Lefors, CDBG GST Replacement	Lindy Forsyth City Secretary cityoflefors@yahoo.com 806.835.2200	Water Project Grant Funding
Lefors, WWTP Improvements	Lindy Forsyth City Secretary cityoflefors@yahoo.com 806.835.2200	Grant Funding
Wheeler Reverse Osmosis Plant	Bob McCain Mayor cityoffice@wheelertexas.org 806.826.3222	Water Project
Hereford TCDP Water System Improvements	Steve Bartels City Manager steve@go-herd.com 806.363.7100	Water Project Grant Funding
Muleshoe GSTs & Pump Station	Ramon Sanchez City Manager rsanchez@muleshoetx.org 806.272.4528	Water Project



Section 05

SCOPE OF SERVICES

Parkhill is aware of the financial constraints Cities face regarding staff availability for infrastructure improvement projects. We involve City staff as much as necessary. Areas in this category include identifying needs, compatibility with existing facilities, property rights, and easement requirements with the City's assistance.

During design and construction, we engage with City staff through project progress meetings and discuss construction components that will benefit your staff in their operational and maintenance duties.

Parkhill has reviewed your request for proposals to provide professional engineering services for the City of Lamesa's ARPA Grant enterprise. The following sections document services Parkhill will provide for your community. Our team will develop a more specific program of services during contract negotiations with City officials.

Funding Assistance

Several Cities seek government funding assistance often to help renovate their system or extend their system in new areas. With the American Rescue Plan Act, Cities similar to Lamesa's population, were granted funds to invest into their water, wastewater or broadband infrastructure. For the Cities who received funding, their biggest hurdle will be to determine what project to apply the funds. Parkhill has been staying up to date with how the APRA program functions and how we can work with Cities to accomplish their projects. Should ARPA continue to release new guidelines, Parkhill is dedicated to merging those new rules into your project as necessary.

Design Survey

As needed, Parkhill's in-house survey team will perform the topographic survey needed for an accurate project design. Parkhill will work with the City of Lamesa to tailor the survey to meet the specific needs of your project. An accurate topographic survey will ensure the successful design and construction of your improvements.

Preliminary Design Phase

The preliminary design phase will identify the most cost-effective, convenient, and practicable means of constructing your project. The preliminary design phase of any project involves decisions that influence project costs to a greater extent than decisions made in later stages. Decisions made in the preliminary design phase are critical to overall project costs.

Parkhill will commit the resources necessary to our preliminary design phase to delineate the most cost-effective solutions capable of satisfying the City's functional needs.

Final Design/Bidding Phase

In preparing project designs, we strive for understandable, unambiguous drawings that develop enforceable specifications. In our experience, preparing designs in this manner makes a job easier for contractors to bid. A contractor can review our drawings and specifications and know that when the bid is prepared, it will include the items actually needed for constructing the project.

Our experience, as confirmed in discussions with many contractors, has been that clear drawings and specifications result in lower construction costs and fewer contract change orders than what might otherwise be expected for a complex project.





Tasks involved in the final design/ bidding phase of your project are:

- Review preliminary designs with City officials and staff for possible refinement
- Develop construction techniques
- Finalize construction material selections
- Prepare preliminary plans and specifications
- Review preliminary plans and specifications with City officials and staff
- Prepare final plans and specifications and conduct internal quality control reviews to see that the project has been designed according to the intent of the City's desire and funding agency, as required
- Obtain TCEQ review/ approval, when necessary
- Prepare a detailed opinion of cost based on final plans and specifications
- Review final plans and specifications and opinions of cost with City officials and staff, and provide the required copies of these documents for the City
- Provide necessary data and assist the City in obtaining permits that may be required for this project
- Assist the City in the bidding process, including preparation of the bid package, contract documents, and advertisement for bids

Throughout the preliminary design and final design/bidding phases of your project, Parkhill will coordinate with grant staff to promote the successful implementation of this project according to the intent of the ARPA contract.



Construction Phase

Parkhill offers the City of Lamesa a full range of construction phase services. We have always considered construction phase services a critical part of successful project implementation. Recent feedback from clients indicates that our clients share our feelings about the importance of well managed construction phase services. This feedback has reinforced our policies and procedures for providing comprehensive services during the project construction. With bidding complete, the contract awarded, and contract documents approved, construction phase services may include the following tasks:

- Act as the representative of the City during construction of the project
- Participate in the project preconstruction conference
- Make periodic visits to the project site
- Check submittal data for the project, including project schedule, shop drawings and mix designs
- Prepare change orders and obtain approvals, as required
- Arrange for testing of construction materials
- Review payment applications for completed work
- Interpret plans, specifications and contract requirements, as necessary
- Attend regular progress reviews with the City, the contractor, and any subcontractors
- Make final on-site reviews of the completed project

In providing construction phase services, we will provide a completed project in full conformance with the construction documents we have prepared and that you and the TCEQ have approved.

Our spirit of cooperation with the contractor will be important in completing your project. We have a reputation for being both firm and fair with contractors, at all times remembering that our objective is to deliver a final product in the City's best interests.

Post-Construction Phase

Our involvement in the City of Lamesa's project will not end upon the completion of project construction. You will be able to call on Parkhill long after your project is completed for follow-up services.

We emphasize that our firm has been engaged in a continuous engineering practice in West Texas for more than 75 years. We will be here to serve you throughout this project as well as on subsequent, related projects.

Tasks involved in the post-construction phase of your project may include the following:

- Prepare record drawings
- Complete all required closeout documents
- Represent the City regarding warranties and service agreements
- Conduct on-site review near the end of the 12-month warranty period

We will identify and discuss additional post-construction phase services with the City during the negotiation of our engineering services agreement.

Qualifications and Capacity with Respect to Additional Services

Parkhill can provide additional engineering services for your grant project. At your directive, we will provide testing services through qualified subconsultants. When we provide testing services, our professional liability insurance carrier requires our subconsultants to have professional liability insurance. Our subconsultants will provide us with certificates of insurance to demonstrate their coverage. Using subconsultants with professional liability insurance helps protect the City from omissions and errors during design and construction.



Section 06

KEY PERSONNEL RESUMES

Parkhill has selected well-qualified personnel to work with the City of Lamesa on your ARPA project. These key personnel are familiar with a variety of government funded programs. The following personnel have been selected based on their expertise and availability. Our full-service firm has all of the engineering resources in-house to complete your work. This capability is an advantage to the City of Lamesa in responsiveness.

Resumes for these personnel are provided on the following pages. The resumes for our key personnel illustrate that each person's previous experience directly relates to your project.

City of Lamesa

PRINCIPAL-IN-CHARGE/ PROJECT MANAGER
BRIAN STEPHENS, PE

CLIENT LIAISON
Holly Holder, PE

PROJECT TEAM

TREATMENT
Daniel Albus, PE
Troy Luedeker,

WATER/SEWER LINES
Leonard Nail, PE
Jillian Nava, PE

SURVEYOR
Sam Wyatt, RPLS

RESIDENT PROJECT REPRESENTATIVE
Mark Aaron Carpenter
JT Puckett

SUBCONSULTANTS

COX MCLAIN ENVIRONMENTAL CONSULTING, INC.
Women-Owned

TERRA TESTING, LLC
Minority-Owned

DYESS-PETERSON TESTING LABORATORY, INC.
Women-Owned

Parkhill has built long term relationships with a variety of subconsultants, a portion of them women-owned or minority-owned businesses.



Brian Stephens, PE

Principal-in-Charge | Project Manager

Brian Stephens, PE, is a Principal and Parkhill's Director of Treatment. As an expert in water and wastewater treatment, he has directed engineering services for projects ranging from $1 million to $80 million. Brian is passionate about providing clean and affordable potable drinking water to Parkhill's clients. He identifies and provides effective treatment and reuse solutions to our clients' treatment of wastewater so we can minimize our effect of potable groundwater usage here in our West Texas and Southeast New Mexico communities. Brian is a dedicated advocate for the Engineering profession and is actively involved in the National Society of Professional Engineers and American Society of Civil Engineers. He is also a member of the American Water Works Association and the Water Environment Foundation. For his dedication and professional conduct, Brian was recognized as the "Young Engineer of the Year" for the South Plains Chapter of TSPE in 2011.

EDUCATION

Texas Tech University
Bachelor of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer
TX, NM

NOTABLE PROJECTS

- Brownfield Water Supply
- Brownfield Water Treatment
- Crane Arsenic Water Treatment Plant
- ECISD Wastewater Improvements
- Ector County ISD Wastewater Improvements Phase 2
- Ector County Utility District Water Operations
- Grapevine Raw Water Improvements Study
- Hobbs NE Reclaimed Water Distribution System
- Iraan New Wastewater Treatment Plant
- Kalsec Wastewater Improvements
- Kermit Wastewater Improvements
- Kermit Water Improvements
- Lamesa 2016 USDA Water Supply Improvements Project
- Lamesa New 2.0 MGD Wastewater Treatment Plant
- Levelland Wastewater Treatment Plant
- Levelland Water System Disinfection Improvements
- Lubbock Lake Alan Henry Water Supply Planning
- Lubbock-Cooper ISD 2016 Chlorination and Water System Improvements
- Lubbock-Cooper ISD Potable Water System
- MCFWSD #1 Water Facilities Operations & Maintenance
- Metro Water Systems Reverse Osmosis Plants Operation
- Midland Water Plant Operator Services
- Petersburg Wastewater Treatment Plant
- Seagraves Wastewater Treatment Plant Evaluation
- Shallowater Water and Wastewater Model
- Stanton New 10-inch Water Line
- USDA Plant Stress and Water Conservation Laboratory
- Wheeler Water Improvements Project/ Nitrate reduction
- White Energy Hereford - Wastewater Line
- Wolfe City Water Feasibility Study



Holly Holder, PE

Client Liaison

Robert H. "Holly" Holder, PE, is a Principal of Parkhill and a Senior Civil Engineer. Holly oversees all of Parkhill's Texas and New Mexico sustainable Solid Waste Engineering Services from permitting to construction. His varied experience with disposal landfill cell development include geomembrane lining projects, groundwater monitoring and analysis, landfill gas control systems, and daily engineering aspects, all under the philosophy of being a steward to the environment. Holly's 30 years of solid waste engineering experience with facilities as small as 20 tons per day (tpd) to as large as 1,250 tpd has helped him develop a thorough knowledge of solid waste operations and regulations. He believes in "giving back to the industry" as evidenced by his involvement on the Board of Directors of Solid Waste Association of North America's Texas Chapter as well as his re-appointment to the Texas Commission on Environmental Quality's Municipal Solid Waste and Resource Recovery Advisory Council, where he serves as Council President. He is a past president of the Caprock Branch of the American Society of Civil Engineers and was named Engineer of the Year in 2011 by the South Plains Chapter of Texas Society of Professional Engineers.

EDUCATION

Texas Tech University
Bachelor of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer
TX, NM

NOTABLE PROJECTS

- Big Spring / Howard County Big Sandy MSW Landfill - Ph 1 Planning Engineering and Construction
- El Paso Clint Closure (MSW 1482)
- Brownfield Miscellaneous Engineering
- Big Spring Landfill SOP MODS
- Lamesa 2016 USDA Water Supply Improvements Project
- Midland Municipal Solid Waste Cell 7 Excavation and Lining
- Midland Landfill Scale Building and Maintenance Facility
- Lamesa MSW Miscellaneous Engineering
- Lubbock WTRDF Cell 5 Engineering
- Lubbock Caliche Canyon Cell IV Closure - ENG
- El Paso Clint MSW 2284, Cells 7,8,9,10
- Big Spring MSW LF 2014 Permit Application
- Lubbock WTRDF Cell 4 CPS
- Big Spring MSW East Cell - Engineering
- Lubbock WTRDF Cell 4 Engineering
- Sundance West Evaporation Ponds
- Lubbock West Texas Region Disposal Facility Cell 3 Lining
- Lamesa Miscellaneous Professional Services
- Lubbock MSW Operational Optimization Study
- Big Spring MSW 2011 Permit Modifications
- Lubbock Miscellaneous Solid Waste Projects
- Reese Technology Center - Highway 114 and NE Entrance projects



Daniel Albus, PE

Treatment

Daniel Albus, PE, is a Principal and a Team Leader in Parkhill's Treatment Sector. He is an expert in water and wastewater treatment for industries and municipalities. Since joining Parkhill in 2010, Daniel has worked with many clients throughout West Texas and Dallas/Ft. Worth to improve water quality both at water and wastewater treatment plants. He is a subject matter expert on wastewater reuse and membrane treatment. His work on the Wheeler RO plant was awarded ACEC Gold status for engineering excellence in 2017. Daniel was selected as a Top Young Professional in 2018 by ENR Magazine and 2018 Young Engineer of the Year by the South Plains Chapter of TSPE. Daniel considers treatment design to be a balance of effectiveness and efficiency that should always be mindful of the owners operational structure.

EDUCATION

Texas Tech University
Master of Science, Environmental Engineering and
Bachelor of Science, Environmental Engineering

REGISTRATION

Licensed Professional Engineer
TX

NOTABLE PROJECTS

- Anton WWTP Improvements
- Big Spring WTP Contract A
- Big Spring WWTP Contract A
- Big Spring Wastewater Treatment Plant Filters and Aeration
- Big Spring Water Treatment Plant Sludge Improvements
- Big Spring WTP Filter Improvements
- Big Spring WTP Contract B
- Big Spring WWTP Clarifier and Trickling Filter Improvements
- Crane Arsenic Water Treatment Plant
- ECISD Wastewater Improvements
- Ector County ISD Wastewater Improvements Phase 2
- Fort Stockton TDCJ WWTP Holding Pond
- Grady ISD Advanced Water Treatment
- Grapevine WTP Chemical Improvements
- Greenwood ISD Reverse Osmosis Water Treatment Plant
- Iraan New Wastewater Treatment Plant
- Kalsec Wastewater Improvements
- Kalsec Water Improvements
- LEDA Project Pepsi Infrastructure
- Lefors WWTP Improvement
- Lubbock-Cooper ISD 2016 Chlorination and Water System Improvements
- Lubbock WWTP Clarifier No. 3 Rehab
- Muleshoe WWTP Improvements
- Pecos City Interim WWTP Improvements 2020 Project
- Pecos New WWTP Preliminary Phase
- Plainview WWTP 2015 Screens
- Plainview WWTP East Basin Mixers
- Ransom Canyon New WWTP
- Ransom Canyon Permit Renewal
- Springlake-Earth ISD Storage Pond
- Sundown New WWTP
- Village Farms Fort Davis RO Plant
- Village Farms Monahan's Site Development
- Village Farms TCEQ Permit Compliance
- Wheeler Reverse Osmosis Plant



Troy Luedeker, PE

Treatment

Troy Luedeker, PE, is a member of Parkhill's Treatment Sector. Troy joined Parkhill after working for TxDOT in the Waco District for three years, where he worked on roadway and bridge design. His focus at Parkhill has been on water and wastewater treatment plants; land application and reuse of treated wastewater effluent; on-site sewage facilities; TCEQ permitting; and water and sanitary sewer systems.

EDUCATION

Texas Tech University
Master of Science, Civil Engineering (Water Resources & Environmental Eng) and
Bachelor of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer
TX

NOTABLE PROJECTS

- Anton WWTP Improvements
- Big Spring Birdwell Lift Station
- Big Spring WTP Filter Improvements
- Brownfield North Pump Station and BPS #4 Improvements
- Brownfield Water Supply
- BS 2012 Bond WTP Contract B
- Ector County ISD Wastewater Improvements Phase 2
- Fort Stockton TDCJ WWTP Holding Pond
- Grapevine WTP Chemical Improvements
- Grapevine WWTP UV Imp.
- Hereford Main Lift Station Renovation
- Hereford Miscellaneous Services
- Iraan New Wastewater Treatment Plant
- Kalsec Wastewater Improvements
- Kermit Cemetery Expansion
- Kermit Water Improvements
- Lamesa 2016 USDA Water Supply Improvements Project
- Lamesa Miscellaneous WWTP and North Lift Station
- LCISD Force Main Relocation
- LEDA Project Pepsi Infrastructure
- Lefors WWTP Improvement
- Levelland Water System Disinfection Improvements
- Lubbock-Cooper ISD 2016 Chlorination and Water System Improvements
- Lubbock WWTP Clarifier No. 3 Rehab
- Lubbock WWTP Plant 4 Blower Improvements
- MAF Lavatory Disposal Station Modifications
- Mid-Cities Septic Improvements
- Pecos City Interim WWTP Improvements 2020 Project
- Plainview WTP Residuals Management
- Plainview WWTP East Basin Mixers
- Ransom Canyon New WWTP
- Stanton New 10-inch Water Line
- Stanton New Arsenic WTP
- Sundown New WWTP
- White Energy Hereford - Wastewater Line



Leonard Nail, PE

Water/Sewer Lines

Leonard Nail, PE, is a Senior Associate and a member of Parkhill's Water Resources Sector. Being raised in the small community of Loop, Texas, his passion is assisting small towns with their infrastructure. He works closely with these small cities and is mindful of their financial landscapes and needs to build community. His extensive experience includes lift stations, sanitary sewer collection systems, potable water wells, variable frequency drive (VFD) pump control, and elevated and ground storage tanks. As a past officer for the Caprock Branch of the American Society of Civil Engineers, he understands the importance of staying on the cutting edge of technology and brings this knowledge to his peers and clients.

EDUCATION

Texas Tech University
Bachelor of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer
TX, NM, OK

NOTABLE PROJECTS

- Lubbock Maxey Park Northwest Drainage Study
- Lamesa 2016 USDA Water Supply Improvements Project
- Lubbock TCB Security
- Levelland Lee Street Supply Line
- Ralls 2010 STEP Grant
- Whiteface Water System Improvements New Standpipe
- Levelland Arena Sewer
- TTU Seminole Well
- Amherst TDA Water Well
- Levelland CRMWA GST Roof Rehabilitation
- Hereford US 60 Utility Relocation
- Petersburg Booster Pump Station & WWTP Improvements
- ConocoPhilips, NGL 24-inch Wastewater Replacement and Headers SO No. 4516723954
- Memphis GW Tank Roof Replacement - Geodesic Dome
- Dickens Water System Improvements (TWDB No. 62757) Two New GSTs
- Muleshoe Lift Station Replacement
- Greenwood ISD PWS New Campus
- Loop 2006 TCDP Water System Improvements
- Lubbock ISD Irrigation Wells Phase IIB
- Anton TCDP Lift Station
- Lubbock ISD 2010 Bond Lowrey Field Phase II
- Levelland 385 Utility Relocation
- Lubbock P&R McAlister & Fiesta Plaza
- Crane Wellfield Project
- TxHHSC San Angelo Lift Station Design Bid Construction
- Earth TDA New Municipal Well
- Lubbock-Cooper ISD New Laura Bush Middle School
- Ralls 2013 TCDP Well Improvements
- Wilson 2006 TCDP
- Springlake 2005 TCDP
- Texas Tech University BASF Seeds Innovation Center and Greenhouse
- Springlake-Earth ISD New Booster Pump Station and Ground Storage Tank



Jillian Nava, PE

Water/Sewer Lines

Jillian Nava, PE, works in the Parkhill Water Resources Sector. Jillian is passionate about creating and maintaining quality client relationships. She assists and leads design on projects that include: water line relocations, water and sewer expansion, new water storage facilities, tank rehabilitations, well field expansion, and electrical conduit and overhead extension. Jillian works closely with USDA, TWDB and TDA helping West Texas communities improve their water and sewer infrastructures. She also works with TxDOT and CRMWA, when necessary. Jillian is a member of TSPE and co-chairs the TSPE Young Engineer's Committee. Jillian invests in her community by serving the Lubbock State Supported Living Center as a Volunteer Service Board Member as well as giving her time to many other local organizational volunteer opportunities.

EDUCATION

Texas Tech University
Master of Science, Civil Engineering - Water Resources

REGISTRATION

Licensed Professional Engineer
TX, NM, OK

NOTABLE PROJECTS

- Lamesa 2016 USDA Water Supply Improvements Project
- Whiteface Water System Improvements New Standpipe
- Hereford North Well Field
- LEDA-Lubbock Business Park N. Nutmeg and Hunter
- Dickens Water System Improvements (TWDB No. 62757) Two New GSTs
- Levelland 385 Utility Relocation
- Hereford Miscellaneous Services
- LP&L Yellow House Feeder
- Hereford US 60 Utility Relocation
- Knox City MISC
- LP&L - Red Raider Feeder
- LP&L Miscellaneous Design
- Anton Water System Improvements
- LP&L 26th Street
- Levelland CRMWA GST Roof Rehabilitation
- Lamesa TDA NE 4th, S 2nd, S Ave. S
- LEDA Railport Rail Addition
- LEDA Miscellaneous
- Plainview-Hale County Business Park
- Midland County Utility District (MidCUD) Preliminary Engineering Report
- Levelland Adams Street EST
- Knox City TDA Water System Improvements TxCDBG No. 7216270
- Covenant Health Mixed Use Master Plan
- Plainview Miscellaneous
- White River Ranch Miscellaneous Services
- Runaway Bay Miscellaneous
- LP&L - 26th - Loop 289
- LP&L Erskine Feeder
- LP&L Wadsworth Feeder
- Lamesa TxDOT
- Crane Wellfield Project
- LEDA Project Pepsi Infrastructure
- Muleshoe GSTs, Pump Station, Cl2
- LP&L Erskine to Brandon Fiber
- Pro Terminal Midland Pipeline - Preliminary Design Services
- Lubbock Berl Huffman Improvements
- Borger Northwest Wellfield



Mark Aaron Carpenter

Resident Project Representative

Mark Aaron Carpenter is an Associate and Team Leader in Parkhill's Construction Services Sector. Mark Aaron joined Parkhill in 2006 with extensive material testing and project management experience. He is the field services manager for the Resident Project Representative (RPR) staff in Lubbock, Amarillo, and Midland, and he is responsible for construction phase services staffing and management. During his time at Parkhill, Mark Aaron has successfully completed projects ranging from small municipal projects to large water and wastewater projects. He was the lead RPR and construction manager on the Lake Alan Henry Terminal Storage Reservoir and Treatment Facility, where he coordinated multiple engineering firms and RPR staff. Other large projects he has successfully completed include the Hobbs Wastewater Treatment Plant Upgrade, Hobbs Trunk F Sewer Line Construction, Midland Elevated Water Tanks Rehabilitation, Lubbock International Airport Runway 8/26 Construction, and the Lubbock International Airport Terminal Parking Lot Construction Project. Mark Aaron is also the corporate safety manager for Parkhill and helped write and implement Parkhill's corporate safety policy.

EDUCATION

Texas Tech University
Bachelor of Science, Architecture

NOTABLE PROJECTS

- Alpine WWTP Improvements
- Anton WWTP Improvements
- Big Spring / Howard County Big Sandy MSW Landfill - Ph 1 Planning Engineering and Construction
- Big Spring 2012 Bond WWTP and WTP Add Services
- Big Spring 2012 Bond WWTP Contract A
- Big Spring Airpark Joint Seal
- Big Spring Airport Taxiway E LEDs
- Big Spring Birdwell Lift Station
- Big Spring WTP Filter Improvements
- City Big Spring WWTP Clarifier and Trickling Filter Improvements
- EPW John T. Hickerson WWTP UV Disinfection Replacement
- Fort Stockton TDCJ WWTP Holding Pond
- Hereford Main Lift Station Renovation
- Hobbs Jefferson Booster Station
- Hobbs Wastewater Treatment Plant DBC (CDM)
- Hobbs Water & Sewer Study
- Hobbs WWTP 2015 Biofilter Coating
- Iraan New Wastewater Treatment Plant
- Lamesa Miscellaneous WWTP and North Lift Station
- Lefors WWTP Improvement
- Levelland Wastewater Treatment Plant
- Lubbock WWTP Clarifier No. 3 Rehab
- Midland T-Bar Design and Construction
- Pampa Prison LS Improvements
- Petersburg Booster Pump Station & WWTP Improvements
- Petersburg Wastewater Treatment Plant
- Plainview Milwee/Juniper Lift Station Replacement
- Plainview WWTP East Basin Mixers
- Ransom Canyon New WWTP
- Stephenville Eastside Sewer Interceptor - Ph I and II



JT Puckett

Resident Project Representative

Since joining Parkhill in 2008, JT has worked on more 100 projects for the City of Lubbock. Since 2009, he has been the Lead RPR on Parkhill's expansive Seal Coat Program that helps municipalities across West Texas obtain seal coat services through a group purchase, resulting in huge cost-savings for these clients. JT has extensive experience with all types of projects including water and sewer plants, large pipelines, containment structures, storage tanks, bridges and paving. He served as the Lead RPR on Littlefield's Highway 84 Sanitary Sewer Line and Lubbock's Public Safety Crime Lab.

NOTABLE PROJECTS

- LBB Airfield Asphalt - Package 3
- Littlefield Highway 84 Sanitary Sewer Improvements
- Slaton 2010 Bond Projects
- Lubbock 34th Street CPS
- Lubbock 34th Street Improvements Phase 2: Indiana to Quaker
- Covenant Health Mixed Use Master Plan
- White River Ranch Water System - Phase 1
- Lamesa 2016 USDA Water Supply Improvements Project
- Plainview Milwee/Juniper Lift Station Replacement
- 2011 Group Seal Coat
- LEDA EDA Grant Improvements at Lubbock Railport
- Reese Technology Center - Highway 114 and NE Entrance projects
- Amarillo Seal Coat CM
- LEDA Project Pepsi Infrastructure
- LBB Runway 17R-35L Ph II Construction
- Plainview Landfill Sector 2 Cell D - REIMB
- Levelland Arena Sewer
- Lubbock Sandhills Well Field Additional Production Wells
- Lubbock Northwest Drainage Phase 1 Construction Period Services
- Muleshoe Lift Station Replacement
- LEDC Rail Park (Lot 8 Rail Spur)
- Lubbock-Cooper ISD 2009 Bond Irrigation Storage Tank / Pump
- Muleshoe Elevated Storage Tank Rehabilitation
- LP&L 26th Street
- Texas Department of Public Safety Lubbock Crime Lab Facility (TFC)
- Lamb County Healthcare Parking Lot
- University Medical Center East Parking Lot Expansion
- Muleshoe 2017-2018 TDA
- Kress USDA New EST
- Plainview Paving Improvements - Reconstruction of 13th, 15th, Skate Park parking lot, and Landfill Road
- LEDA Railport Sanitary Sewer Extension
- Brownfield Baseball Complex
- Muleshoe GSTs, Pump Station, Cl2
- Levelland DRP - 2017
- Lamesa Elevated Water Storage Tank Construction
- Reese Center Intersections & Roadway Rehab
- Lubbock Groundwater Monitoring Wells
- Levelland Miscellaneous (2021/2022)
- Burgess - Rushing Tennis Center RPR
- Lubbock P&R McAlister & Fiesta Plaza
- Lamesa Miscellaneous WWTP and North Lift Station



EDUCATION

Texas Tech University
Bachelor of Science, Engineering Technology, Construction

REGISTRATION

Registered Professional Land Surveyor
TX

Sam Wyatt, RPLS

Surveyor

Sam Wyatt, RPLS, is a Principal and the Team Leader of the surveying Team in Parkhill's Construction Services Sector. Sam has led surveying and mapping efforts for a broad spectrum of design projects in over 50 counties in Texas. Among these projects are numerous highway, road and rail design. For these transportation surveys, Sam has worked with TxDOT and TxDOT sub-consultants to prepare right-of-way maps, topographic surfaces, aerial maps, control surveys, property parcel maps and legal descriptions. Sam also brings innovative approaches to his surveys, utilizing the latest in surveying technology. Whether it is global navigation satellite system (GNSS), robotic total stations, drones or terrestrial scanning, Sam and his team always seek the best tool for each project.

NOTABLE PROJECTS

- Amarillo MSW Cell 10 Planning and Design
- Amherst TDA Water Well
- Anton WWTP Improvements
- Azteca Santa Rosa Well
- Bailey County Well Field Expansion
- City of Anton Water System Improvements
- Crane Wellfield Project
- Deaf Smith County New San Jose Sub Lift Station
- Earth TDA New Municipal Well
- Hereford US 60 Utility Relocation
- Kress USDA New EST
- Levelland 385 Utility Relocation
- Levelland DRP - 2017
- Levelland Industrial Rail Park Expansion
- Lubbock Indiana Avenue Widening from FM 1585 to Woodrow Road
- Midland Northeast Sanitary Sewer
- Muleshoe GSTs, Pump Station, Cl2
- Muleshoe Lift Station Replacement
- Petersburg 2010 - 75,000 Gallon Elevated Storage Tank
- Petersburg Booster Pump Station & WWTP Improvements
- Pioneer Water & Sewer Utility Services
- Plainview Milwee/Juniper Lift Station Replacement
- Plainview-Hale County Business Park
- Springlake-Earth ISD New Booster Pump Station and Ground Storage Tank
- Stephenville Eastside Sewer Interceptor - Ph I and II
- Whiteface Water System Improvements New Standpipe
- Wink Exxon Mobile Utility Improvements
- Winkler Services Pipeline Survey
- Winkler Services Water Delivery System

Section 07

RESOURCES

Maintaining Schedules

The team will collaborate to determine the best project schedule for success. Once this has been established, the team will determine the frequency of required project team meetings to ensure that the team has the information needed to complete segments of the project on time. If an area of the team is not maintaining the progress necessary to meet the project schedule, the team leadership will meet to find an alternate arrangement to maintain the schedule as well as the quality expected of the team.

Maintaining Budgets

As previously mentioned, prior to each submission, the team's cost estimating professional performs a budget analysis based on the available parameters of the project. Should the project design be over budget, the team will introduce ideas to discuss and evaluate to maintain the project within the budget parameters.

Value Engineering

In addition to the QA/QC process, a Value Engineering team will be tasked with identifying opportunities for cost savings to assist in cost control. The VE team will work directly with the cost estimation team to identify potential savings to the project via alternative building systems or product specification. These alternative approaches will accomplish the same result at a lower cost, shorten construction duration, or reduce cost of ownership. The team will provide these alternatives to the design team and the CMAR for their consideration. A full list of VE items will be logged and provided with each design submission. Based on these recommendations, specific changes to the project can be made as needed to keep the project within budget.

Section 08

SUPPLEMENTAL INFORMATION

Professional Liability Insurance

Parkhill maintains professional liability insurance covering up to $2 million per claim. A sample certificate of insurance from our insurance agency is provided to the left.

Affirmative Action

In recent years, Parkhill has provided engineering services under several Federal and State financial assistance programs that required affirmative action commitments from our firm. We have no problem making these commitments meeting specific affirmative action requirements of individual assistance programs.

As a result of a subcontract for services with the U. S. Army Corps of Engineers, we developed a formal Affirmative Action Plan. Our present staff is 22 percent ethnic minority and 21 percent female. Several of our minority and female employees are in professional positions. Parkhill will meet all affirmative action requirements associated with participation in this ARPA project.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Risk Strategies, 12801 North Central Expy. Suite 1710, Dallas, TX 75243
CONTACT NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS: certificatedallas@risk-strategies.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Travelers Casualty and Surety Co of Amer — 31194
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED: Parkhill, 4222 85th St, Lubbock TX 79423

COVERAGES — CERTIFICATE NUMBER: 59636787 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
	OTHER						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
A	Professional Liability		✓	106653747	1/10/2021	1/10/2022	Per Claim $2,000,000 Annual Aggregate $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER: Master Certificate

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Joe Bryant

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59636787 | 21/22 PL $2M/$4M default | Ronna Dunn | 1/11/2021 11:08:56 AM (EST) | Page 1 of 1

PARKHILL, SMITH & COOPER, INC.

DUNS Unique Entity ID: 053832457

Purpose of Registration: All Awards

Registration Status: Active

Expiration Date: Mar 22, 2022

SAM Unique Entity ID: C4ACEMMLA9E1

Address: 4222 85TH ST, LUBBOCK, TX 79423-1930 USA

CAGE/NCAGE: 48145

Section 09

REQUIRED FORMS

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A – To the best of my knowledge, there is no conflict of interest between Parkhill principals or associates and any officials of the City of Lamesa.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Bruce Stephens

Signature of vendor doing business with the governmental entity

January 20, 2022

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Parkhill, Smith & Cooper, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Brian Stephens, PE | Principal-in-Charge/Project Manager
Printed Name and Title of Contractor's Authorized Official

January 20, 2022
Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change
Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:* N/A	**9. Award Amount**, *if known:* N/A **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Brian Stephens, PE **Title:** Principal-in-Charge/Project Manager **Telephone No.:** 806.473.2200 **Date:** 01/20/2022	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	


75
YEARS IN BUSINESS
500+
ANNUAL PROJECTS
85%
REPEAT CLENTS

Building | Community

Parkhill

Parkhill.com

JACOB MARTIN

PROFESSIONAL ENGINEERING SERVICES

AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROJECT













CITY OF LAMESA

info@jacobmartin.com
www.jacobmartin.com

3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

TBPE Firm #: 2448 | TBPELS Firm #: 10194493 - Abilene | TBPELS Firm #: 10194590 - Weatherford | TBAE Firm #: BR 2261

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

Section 1:
Ability to Provide Service

info@jacobmartin.com
www.jacobmartin.com

3465 Curry Lane
Abilene, TX 79606
325.695.1070

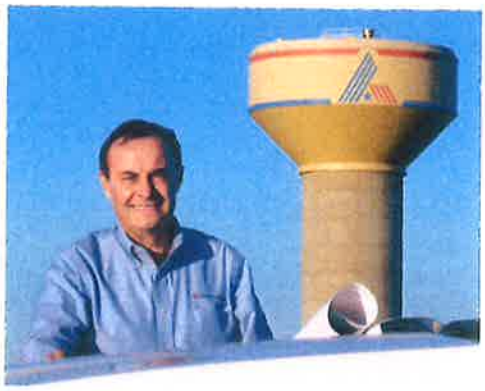
1508 Santa Fe, Suite 203
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806.368.6375

TBPE Firm #: 2448 | TBPELS Firm #: 10194493 - Abilene | TBPELS Firm #: 10194590 - Weatherford | TBAE Firm #: BR 2261

About Us

Our firm offers a wide scope of architectural, engineering, surveying, and specialized services to meet the needs of municipalities, counties, utility districts, and private organizations. We believe that direct and personal interaction and consultation with you, the City of Lamesa, is the most important component to the problem-solving process.



JACOB | **MARTIN** strives every day to deliver results. Even though we have had the privilege to work for some of our clients for decades, we strive to earn their business with each and every project. Our project managers' "hands-on approach" to design and construction administration ensure a successful project delivery while keeping the City of Lamesa informed every step of the way.



Our team of highly qualified professionals are the strength of JACOB | **MARTIN**. Each team member is uniquely gifted and contributes according to his or her area of expertise. Our employees bring experience, innovation, and a pledge to excellence every day. We encourage opportunities to grow professionally, personally, and spiritually. That's what makes us unique. That's what makes us strong.

What We Believe.

Integrity • Excellence • Trust

These principles define who we are and guide everything we do. We believe that relationships are built on a foundation of integrity, excellence, and trust. We believe that honesty and open communication are the keys to success for every relationship and every project. The services we make available, the designs we generate, and the method in which we deliver them are testimony to these principles.

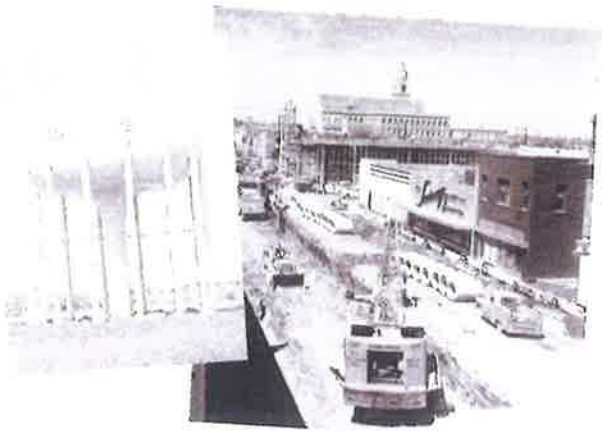
Our Services

ENGINEERING | ARCHITECTURE | SURVEYING | CONSTRUCTION | ENVIRONMENTAL | GIS

4920 S. Loop 289, Suite 104 | Lubbock, Texas 79414 | 806.368.6375

Company History

JACOB | **MARTIN** can trace its roots back to Abilene, Texas in 1948 when a man named Earnest Yeatts began Yeatts Engineering. The company has seen only a handful of owners in the past 70+ years, providing excellent service to communities throughout Texas. The firm began as a civil design firm adding a surveying department back in 1956. While public infrastructure projects are still the core of our business, our service offering has expanded to include architecture, mechanical, electrical, plumbing, and structural design along with a full complement of support services. We also provide environmental services, project inspection, and geographic information system (GIS) services.



1948
Yeatts Engineering
Small Civil Design Firm
2 Employees

1975
Yeatts & Decker
Martin joined Yeatts & Decker
Small Civil Design Firm
~10 Employees

2003-2008
Jacob & Martin, Ltd.
Turner, Dugger, Fillingim and Harle joined management team
Opened Weatherford Office
Added Architecture and MEP&S
250 projects / year
~25 Employees

2015
Jacob & Martin, LLC
Full service design firm
Over 500 projects in 2015
Client driven
Technology focused
500 projects / year
~60 Employees

2018
JACOB | MARTIN
Opened Lubbock Office
~75 Employees

1940 1950 1960 1970 1980 1990 2000 2010 2018

Yeatts Engineering
Small Civil Design Firm (1948)

Added Surveying (1956)

Yeatts Engineering becomes
Yeatts & Decker (1960)

Billy Jacob
joins firm (1971)

Ken Martin
Joins firm (1974)

Yeatts & Decker becomes
Decker, Jacob & Martin (1979)

Decker, Jacob & Martin became
Jacob & Martin (1983)

JM designs First Reverse
Osmosis WTP in Texas
West of I-35 (1998)

O.H Ivie Pipeline
Project (2000)

Derek Turner joins
Management Team (2003)

Added Project
Inspection Dept. (2004)

Added Architecture
MEP&S (2008)

Will Dugger, Tal Fillingim & Kirt Harle
join Management Team (2008)

Added Field to
Finish Tech. (2013)

Added GIS Dept. (2012)

Asset purchase
of Jones
Engineering, LLC
(2018)

Firm Profile

Legal Name
Jacob & Martin, LLC

Address
4920 S. Loop 289, Suite 104
Lubbock, Texas 79414

Date of Formation
1948

Legal Description
Limited Liability Corporation

Team Members
JACOB | **MARTIN**

Corporate ID
DUNS #: 128010667
CAGE CODE: 5TYQ2

Point of Contact
Allen Phillips, P.E.
Professional Engineer
(806) 368-6375 x301
aphillips@jacobmartin.com

Firm Registrations TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPLS Firm #: 10194493 – Abilene | TBPELS Firm #: 10194590 - Weatherford

Financial Stability

JACOB | MARTIN holds a valid Certificate of Registration from the Texas Board of Professional Engineers. Our firm number is F-2448. Jacob & Martin also holds a valid Certificate of Registration for the Texas Board of Architectural Examiners. Our firm number is BR-2261. The Certificate of Filing with the State of Texas Office of the Secretary of State demonstrates our license to do business in the State of Texas. The Certificate of Conversion documents the Limited Partnership's conversion to a Limited Liability Corporation effective January 30, 2015.


Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

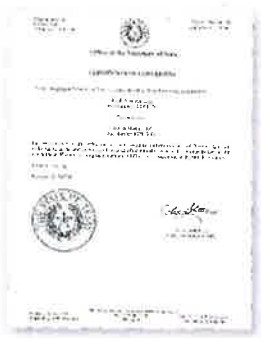
Jacob and Martin, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-2448

Expiration Date
12/31/2021







Statement of Existence

JACOB | MARTIN has operated an established office in the State of Texas since 1948.

Statement of Experience

JACOB | MARTIN employs numerous licensed architects and engineers with no less than five (5) years' experience licensed by the State of Texas.

Material Adverse Changes in Financial Position

JACOB | MARTIN, converted from a Limited Partnership to a Limited Liability Corporation in January 2015. This does not represent an adverse change in financial position. No other historical, existing or anticipated changes in financial position exist.

Bankruptcy

JACOB | MARTIN has never declared bankruptcy or filed for protection from creditors under state or federal proceedings.

Completion of Contracts

JACOB | MARTIN has completed all contracts within the determined schedule.

Violation of Laws

JACOB | MARTIN has not been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order.

Summary of Experience

THE JM ADVANTAGE

ARCHITECTURE

JACOB | MARTIN's architects bring over 75 years of experience to bear across a wide variety of markets and applications including government, medical, education, multi-family, commercial/retail, higher education and industrial facilities. Our multi-disciplinary approach to delivering architecture projects improves communication internally and with the Client by engaging a subject matter expert during all phases of design. We are actively engaged throughout the Texas region enabling our architects to meet on site with facility owners with minimal coordination.

MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING

JACOB | MARTIN provides a full complement of MEP services. Our Mechanical department has worked on numerous mechanical systems supporting higher education, K-12, general commercial, district energy production, and municipal governments. The Electrical department has extensive experience and knowledge in electrical distribution systems, emergency generator and transfer switch design, building electrical systems, building lighting, street lighting, building fire and energy control systems, and arc-flash studies.

CIVIL AND STRUCTURAL ENGINEERING

JACOB | MARTIN was established in 1948 as a civil design firm. Our civil engineers provide numerous services to local governments for all types of public infrastructure including water, wastewater, streets, sidewalk, storm water, parks & recreation, land development, site planning, and geographic information system projects. We also provide services to non-governmental entities including residential and commercial land development, site planning and design, utility extensions, drainage analysis along with foundation and structural design.

ENVIRONMENTAL ENGINEERING

JACOB | MARTIN's environmental and civil engineers are actively engaged throughout the Texas region on numerous environmental projects including industrial waste, landfill, wastewater treatment, permitting, spill prevention, and other regulatory issues. Mr. Charles Keith, R.S. leads our Environmental Department having retired from the Texas Commission on Environmental Quality in 2006. He brings over 40 years of environmental experience having worked for the Texas Health Department, Texas Water Commission, Texas Natural Resource Conservation Commission, and the Texas Commission on Environmental Quality.

BUILDING ENERGY PERFORMANCE ENGINEERING

JACOB | MARTIN has provided over forty energy audits for local government facilities throughout Texas. Our MEP Engineers have established track records of building energy performance life-cycle analysis and capital improvement planning.

BUILDING ENVELOPE ANALYSIS

JACOB | MARTIN has provided numerous evaluations of existing structures to determine the safety and structural integrity of the existing building envelope. We have performed evaluations on various structures including a historic hotel, a building damaged by fire, a multi-story abandoned building, a nursing home facility, and multi-family facilities. Our architects and engineers have recommended and designed improvements for these type projects.

JACOB MARTIN

INTEGRITY
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Section 2:
Project Approach

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www.jacobmartin.com

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325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

Project Approach



JACOB | **MARTIN** has a proven track record of delivering wastewater, water system, drainage, and paving projects. Our approach and delivery of the project is provided entirely in-house with JACOB | **MARTIN**'s experienced and proven personnel. This allows for a seamless line of communication which is paramount for the success of any project.

JACOB | **MARTIN** will provide the following project approach to deliver the City of Lamesa's Improvement project. Our surveying crews will provide all required topographic and construction surveying using the latest technologies guaranteeing unparalleled accuracy, speed of collection, and efficiency in processing. We will provide preliminary design services with current day cost estimates. Our knowledge of local contractors will ensure that these estimates serve as solid planning tools for the City of Lamesa. The project design team will finalize design and cost estimates after consultation with the City of Lamesa. Our engineers and support staff will finalize construction plans, specifications, and contract documents for bidding purposes.

JACOB | **MARTIN** will assist the City of Lamesa in selecting the most qualified bidder and prepare all construction contracts. The project management team will conduct a pre-construction conference with Owner, contractor, and others. Our engineering staff will provide periodic and final inspection of the project(s) to confirm the projects are built according to specifications. Lastly, our project management team will provide construction management throughout the project, coordinate efforts with the contractor, and provide construction plan interpretation. We take pride in managing the process while keeping you, our client, apprised of each milestone.



Project Scope of Services (Provided In-House)

- Determine sizing of infrastructure requirements
- Prepare preliminary and final plans and specifications
- Topographic and construction surveying
- Preparation of all construction and bid documents
- Conduct pre-construction conference
- Construction administration and management

JACOB MARTIN

PRINCIPALS
Ken Martin, P.E.
Kirt Harle, P.E.
Tal Fillingim, P.E.
Derek Turner, P.E., C.F.M.
Will Dugger

CIVIL ENGINEERING TEAM
Kirt Harle, P.E.
Team Leader

ABILENE
Ken Martin, P.E.
Tal Fillingim, P.E.
Clayton Farrow, P.E.
Cory Higgins, P.E.
Luke Van Diest, P.E.
Wade Smith, P.E.
Ruben Madrid, E.I.T.
Jax Pimentel, E.I.T
Tristan King, E.I.T.
Emma Davis, E.I.T.

WEATHERFORD
Derek Turner, P.E., C.F.M.
Eddie Aguilar, P.E.
Mark Kestner, P.E.
Cruz Trujillo, E.I.T.

LUBBOCK
Allen Phillips, P.E.
Josh Baker, E.I.T.

ARCHITECTURAL TEAM
William Duncan, AIA, NCARB
Team Leader

Richard Flores, AIA, NCARB
Tyser Robertson, AIA, NCARB
Kelly Rosenbaum, R.L.A.
Priscila Ruiz-Beck, Assoc. AIA
Jaden Dement
Mariel Delgado

STRUCTURAL TEAM
Sam Hurley, P.E.
Team Leader

Richard Cordero

ENVIRONMENTAL ENGINEERING TEAM
Charles Keith
Team Leader

Kirt Harle, P.E.
Cory Higgins, P.E.
Allen Phillips, P.E.
David Hudson
Sarah Fernandez

MATERIALS ENGINEERING and TESTING TEAM
Barry Fowlkes, P.E.
Team Leader

Blake Steen
Brendon Day
Hunter Bergeron
Steven Romero
Chase Mann
Coleton Davis
Landon Jones

GEOGRAPHICAL INFORMATION SYSTEMS (GIS) TEAM
Chris Mayhall
Team Leader

MECHANICAL, ELECTRICAL, and PLUMBING ENGINEERING TEAM
Lance Lindley, P.E.
Team Leader

Edward Wells, P.E.
Justin Helms, E.I.T.
Cole Carpenter, E.I.T.

FIELD INSPECTION TEAM
Ronny Koehn
Team Leader

Tim McMurray
Bill Powell
Kevin Allen
Mike Ammons
Scott Marler
Bill Drake

SURVEYING TEAM
Lee Rosenbaum, R.P.L.S.
Team Leader

Mark Brown, R.P.L.S.
Drew Blessing, S.I.T.
Dustin Van Zandt
Bryan Althouse
Brett Roberts
Toby Coomer
Brandon Johnson
Robert Cheek
Nathaniel McCue
Damon Butterfras

JACOB MARTIN

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Section 3:
Staffing Capabilities

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TBPE Firm #: 2448 | TBPELS Firm #: 10194493 - Abilene | TBPELS Firm #: 10194590 - Weatherford | TBAE Firm #: BR 2261

Kirt Harle, P.E.

Principal In Charge - Civil Engineering Services



Education

B.S.in Civil Engineering
Texas Tech University, 2002

M.S.in Civil Engineering
Texas Tech University, 2003

Registrations

Registered Professional Engineer,
Texas, P.E. No. 98381

Expertise

- Detention & Retention Facilities
- Drainage Analysis
- Roadway & Paving Design
- Sidewalk Design
- Utility Infrastructure
- Hydraulic Modeling
- Master Planning
- Pump Station Design
- Water Distribution
- Water Storage
- Water Treatment
- Sanitary Sewer Rehabilitation
- Sewer Collection
- Wastewater Treatment

Summary

Kirt Harle graduated from Texas Tech University with a Bachelor of Science degree in Civil Engineering. Mr. Harle continued his education and completed his Master of Civil Engineering in December of 2003. Since joining JACOB|MARTIN in 2003, Mr. Harle has worked with numerous municipalities, water supply corporations and water district projects. Mr. Harle has played a primary role in many projects from conception to completion.

Project Specific Expertise

Mr. Harle has designed and been the project manager for numerous wastewater and water systems improvements. Mr. Harle is proficient in hydraulic modeling, design of elevated tanks, ground storage tanks, rural water lines, lift stations, sewer lines, wastewater treatment plant, microfiltration and reverse osmosis treatment. He has prepared numerous engineering reports to secure funding for federal and local municipalities. These reports include hydraulic analyses of existing water and wastewater systems, cost estimates and recommendations for proposed improvements.

Relevant Project Expertise

2021 - City of Big Spring - Water Line Replacement
2020 - City of Snyder - Water and Sewer Line Replacements
2020 - City of Big Spring - Water and Sewer Line Replacements
2019 - City of Big Spring - 2018/19 Water Line Replacements
2019 – City of Abilene – Buffalo Gap Elevated Tank Rehab
2019 - City of Big Spring - F700 30 " Sewer Line Replacement
2018 – Lawn, Buffalo Gap, and Tuscola – Abilene Treated Water Supply
2018 – City of Abilene – North 6th Water Line Improvements
2018 - Zephyr WSC - Thunderbird Bay Water Supply
2018 - Coleman Co SUD - Phase 8 Water System Improvements
2018 - City of Coleman - Water Treatment Plant
2018 - City of Bangs - Water System Improvements
2018 - City of Abilene - Water Distribution System Evaluation, Modeling, and Master Plan

Allen Phillips, P.E.

Professional Engineer - Civil Engineering Services



Education

B.S.in Civil Engineering
Texas Tech University, 2005

Registrations

Registered Professional Engineer,
Texas, P.E. No. 105116

Expertise

- Detention & Retention Facilities
- Drainage Analysis
- Groundwater Development
- Hydraulic Modeling
- Lift Station Design
- Master Planning
- Permitting
- Roadway & Paving Design
- Pump Station Design
- Sidewalk Design
- Sewer Collection
- Wastewater Treatment
- Water Distribution
- Water Supply Studies
- Water Treatment

Summary

Allen Phillips graduated from Texas Tech University in 2005 with a Bachelor of Science in Civil Engineering. Mr. Phillips began his career with Pape Dawson Engineers and joined JACOB |MARTIN in March of 2007 in the Abilene office. He continued in the Abilene office until June of 2019 when he moved to the center of the South Plains to manage the JACOB | MARTIN office in Lubbock. Mr. Phillips brings a broad depth of experience to bear having designed and managed numerous projects including sewage collection and treatment systems, groundwater and surface water supply projects, conventional and advanced water treatment technologies, water distribution systems, parks and recreation facilities, commercial site development and paving projects.

Project Specific Expertise

Mr. Phillips has provided design and project management services for various sidewalk improvement and paving projects. These projects included the layouts of proposed roadways and sidewalks as well as providing pavement section design. Mr. Phillips has experience in all phases of project development including project planning, funding acquisition, easement acquisition, project design, generation of plans and specifications as well as construction management.

Relevant Project Expertise

2021 - City of Vernon - WWTP Improvements
2020 - Stonewall County - TDA STEP AMR Meter System Improvements
2020 - City of Munday - TDA-CDBG AMR Meter System Improvements
2020 - City of Ropesville - TDA 19/20 Lift Station Improvements
2020 – City of Wellman – RO WTP Improvements
2020 - City of Lorenzo - TDA 19/20 Lift Station Improvements
2019 – City of Post – DRP 2020 Sidewalk Design
2019 – City of Vernon – Clarifier Rehabilitation
2018 – City of Coleman – Water Treatment Plant Improvements
2018 – City of Melvin – Water Treatment Plant
2018 – City of Rochelle – Water Treatment Plant
2018 – City of Coleman – DRP Sidewalk Improvements
2017 – Cooper Tire and Vehicle Testing Center – Process Water Treatment Facility
2016 - Town of Buffalo Gap - First Time Sewer Project
2016 - City of Baird - New Wastewater Treatment Plant

Ken Martin, P.E.

Principal In Charge - Civil Engineering Services



Education

B.S.in Civil Engineering
Texas Tech University, 1973

Registrations

Registered Professional Engineer,
Texas, P.E. No. 44025

Expertise

- Elevated Tanks
- Groundwater Development
- Hydraulic Modeling
- Master Planning
- Pump Station Design
- Water Distribution
- Water Storage Tank
- Water Supply Studies
- Water Treatment

Summary

Ken Martin received his Bachelor of Science Degree in Civil Engineering from Texas Tech University in 1973. Upon graduation, he was employed as a consulting engineer with Freese, Nichols and Esmond in Dallas, Texas. In 1975, Mr. Martin joined Yeatts & Decker which is now JACOB | MARTIN. Ken brings over forty years of experience working with municipalities, rural water system and private organizations. His experience includes including water and wastewater collection, treatment and distribution, landfill design, park & recreation facilities, land development, drainage and transportation systems. Mr. Martin currently serves as President and Principal In Charge.

Project Specific Expertise

Since joining JACOB | MARTIN in 1975, Mr. Martin has been responsible for the design, project management and construction administration of more than a thousand miles of potable water supply lines throughout West Central Texas. Mr. Martin has a significant history in working with municipal governments and rural water systems to assist in the funding of high priority projects. Notable projects throughout the years include the 53-mile Lake O.H. Ivie Raw Water Supply Line for the City of Abilene and the design of the first Reverse Osmosis Water Treatment Plant West of I-35 in the State of Texas.

Relevant Project Expertise

2020 - City of Ranger - WWTP Pond System

2019 - City of Early - WWTP Pond System

2019 - City of Baird - WWTP Pond System

2018 - S.U.N. WSC - Water System Improvements

2018 - Morton Valley WSC - Water System Improvements

2018 - Ira WSC -Elevated Storage And Water System Improvements

2018 - Haskell County - TDA 17/18 Water System Improvements for Paint Creek

2018 - City of Tye - Water Distribution Improvements

2018 - City of Snyder - Chemplex Water Line

2018 - City of Seymour - RO WTP Improvements

Barry Fowlkes, P.E.

Professional Engineer - Materials Testing Services



Education

B.S.in Civil Engineering
Texas A&M University, 1983

Registrations

Registered Professional Engineer,
Texas, P.E. No. 98759

NICET
Civil Engineering Technology,
C.T. Certificate No. 509

NICET Level IV
Certified Engineering Technician, S.E.T.
Concrete, Soils & Asphalt
Certificate No. 68488

Expertise

- Construction Materials Engineering & Testing
- Geotechnical Engineering Services
- Investigation of Construction Design
- Foundation Investigations
- Pavement Design and Analysis
- Concrete and Asphalt Pavement Mix Design

Summary

Barry Fowlkes graduated from Texas A & M University in 1983 with a Bachelor of Science in Civil Engineering Technology. Mr. Fowlkes has 36 years of experience in materials testing and geotechnical engineering services. Mr. Fowlkes served 21 years with Trinity Engineering Corporation / Kleinfelder as an Area Manager. He was responsible for providing materials and geotechnical engineering services throughout Abilene, San Angelo, Brownwood and Wichita Falls area. Mr. Fowlkes joined JACOB | MARTIN in 2006 as Manager of JACOB | MARTIN's Geotechnical and Material Testing Division.

Project Specific Expertise

Mr. Fowlkes has directly supervised many government and private sector construction projects throughout Texas. He has provided interpretation and analysis for material investigations in which he issues reports stating whether the work and material met the specific project specifications. Mr. Fowlkes has developed and designed construction material engineering and testing programs for many projects.

Relevant Project Expertise

2019 - City of Abilene - Water and Sewer Construction Projects

2019 - City of Big Spring - Water Line Replacements

2019 - City of Coleman - USDA Water Treatment Improvements

2018 - Morton Valley WSC – Water System Improvements

2018 - City of Seymour - Water Treatment Plant Improvements

2017 - City of Baird - New Wastewater Treatment Plant

2017 - Cooper Tire and Vehicle Testing Center – Process Water Treatment Facility, Pearsall, Texas

2017 - City of Early - New WWTP

2017 - City of Baird - WWTP Improvements

2017 - City of Munday - NCTMWA Water Treatment Plant

2016 - City of Snyder - Water and Sewer Improvements

Charles Keith

Senior Engineering Technician - Environmental Services



Education

B.S.in Microbiology
Texas Tech University, 1978

Registrations

Registered Sanitarian,
Texas, No. 1799

Expertise

- Groundwater Development
- Operational Assistance
- Permitting
- Regulatory Assistance
- Water Distribution
- Water Storage
- Water Supply Studies
- Water Treatment

Summary

Charles Keith received his Bachelor of Science Degree in Microbiology from Texas Tech University in 1978. Mr. Keith retired from the Texas Commission on Environmental Quality (TCEQ) in 2006 where he served as the Region 3, Abilene Water Section Director. Mr. Keith joined JACOB | MARTIN in 2006 where he currently serves as the Director of Environmental Services. Mr. Keith has used his extensive knowledge of water and wastewater operations along with his notable expertise with TCEQ regulations and procedures to manage the environmental, operational and regulatory facets of numerous successful projects throughout West Central Texas.

Project Specific Expertise

During his tenure at TCEQ, Mr. Keith inspected and assisted public water systems, wastewater treatment facilities, septic systems, municipal solid waste, storm water and surface water quality monitoring of natural waterways. Since joining JACOB|MARTIN, Mr. Keith has lead our environmental team to assist clients in regulatory compliance for all matters relating to water and waste water systems.

Relevant Project Expertise

2019 - City of Colorado City – WWTP Facility Major upgrade

2018 - City of Gordon - Water System Improvements

2018 - City of Coleman - Water Treatment Plant

2018 - City of Ranger - Wastewater Treatment Plant Improvements

2016 - City of Seymour - Donnell Well Exception

2016 - City of Cross Plains - Water Distribution & Pump Station Improvements

2016 - City of Bronte - Water Supply Improvements

2016 - City of Bronte - Texas Tech Water Wells

2016 - Baylor WSC - DWSRF Bufkin Well Field Development

2015 - City of Munday - Disaster Relief Wells

2015 - City of Haskell - Disaster Relief Wells

Lee Rosenbaum, R.P.L.S.

Registered Professional Land Surveyor - Surveying Services



Education

B.S.in Geography
Texas A&M University, 2005

Registrations

Registered Professional Land Surveyor,
Texas, R.P.L.S. No. 6394

Expertise

- ALTA Survey
- Boundary Survey
- Detention & Retention Facilities
- Construction Staking
- Easement Acquisition
- Elevation Studies
- Groundwater Development
- Master Planning
- Regulatory Assistance
- Topographic Survey
- Commercial Site Development
- Utility Infrastructure

Summary

Lee Rosenbaum has been licensed by the State of Texas as a Registered Professional Land Surveyor since December 2012. Mr. Rosenbaum joined JACOB|MARTIN in April of 2005. Since March of 2019, he has been our Chief Land Surveyor and Survey Department Supervisor. Mr. Rosenbaum oversees all survey operations which include land acquisition, platting, preliminary topographic mapping, and construction layout.

Project Specific Expertise

During his career at JACOB|MARTIN, Mr. Rosenbaum has served as a Survey Project Manager on multiple land development and building services projects. Additionally, Mr. Rosenbaum has worked with numerous municipalities, school districts, water supply corporations, water districts, and wastewater entities.

Relevant Project Expertise

2019 - City of Big Spring - 2018/19 Water Line Replacements - Big Spring

2018 - City of Lueders - TWDB - DWSRF AMR Metering System and Water System Improvements

2017 - Zephyr WSC - Waterline Improvements

2017 - City of Baird - New Wastewater Treatment Plant

2016 - Town of Buffalo Gap - Water Line Improvements

2016 - Town of Buffalo Gap - Buffalo Gap First Time Sewer Project

2016 - City of Early - New Wastewater Treatment Plant

2015 - Bitter Creek WSC - RWAF Well Water Supply

2014 - City of Snyder - Water & Sewer Improvements

2014 - City of Ranger - TXDOT I-20 Rest Stop Water and Sewer Improvements

Ronny Koehn

Resident Project Representative - Inspection Services



Expertise

- Construction Material Testing
- Construction Staking Easement Acquisition
- Geotechnical Engineering Services
- Investigation of Construction Design
- Permitting
- Project Inspection
- Water & Sewer Lines
- Water & Wastewater Treatment
- Building Services

Summary

Ronny Koehn joined JACOB | MARTIN in 2008 as a Resident Project Representative. During his tenure with JACOB | MARTIN, Mr. Koehn has provided project inspection on numerous projects involving water and wastewater improvements, street and roadway projects and airport improvement projects. Mr. Koehn has over sixteen years experience in construction management and project inspection. Mr. Koehn recently served as the Resident Project Representative for improvements to Abilene Regional Airport. His efforts were vital to a successful project and paramount to the implementation of the specifications as called out by architects and engineers.

Project Specific Expertise

Mr. Koehn's resume is full of relevant project experience in street and roadway construction and rehabilitation projects. Mr. Koehn has extensive experience with airport project including all type of pavement construction. Mr. Koehn's experience includes Abilene Regional Airport, Decatur Airport, and Kickapoo Airpark located in Wichita Falls, Texas.

Relevant Project Expertise

2019 – Western Texas College – Agricultural Expansion & Renovation

2019 – Motis Investments - 202 Pine Street Renovations

2019 – JAR Land & Investments, LLC - 250 Cypress Renovations

2019 – Hardin Simmons University – New Houston Lantrip Facility

2018 – Cross Plains ISD – New Elementary Gym/Storm Shelter

2018 – Abilene Youth Sports Association – New Sports Complex

2018 - Garver LLC - Abilene Regional Airport Seal Coat Project

2018 – City of Willow Park – Ranch House Road Improvements

2016 - Garver LLC - Abilene Reginal Airport - Runway 17R-35L Rehabilitation

2015 - Garver LLC - Abilene Regional Airport - Runway 17-L and 35R Rehabilitation

JACOB MARTIN

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Section 4:
History of Successful Performance

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TBPE Firm #: 2448 | TBPELS Firm #: 10194493 - Abilene | TBPELS Firm #: 10194590 - Weatherford | TBAE Firm #: BR 2261

Project Schedule History

Client	Project Description	Year of Completion	Schedule History
City of Keene	County Road 316 Paving Improvements - TDA	2021	Design Schedule Met Construction Schedule Met
City of Keene	4th Street & College Dr. Sewer Line Replacement	2020	Design Schedule Met Construction Schedule Met
Abilene Youth Sports Authority	Dodge Jones Youth Sports Center	2020	Design Schedule Met Construction Schedule Met
City of Melvin	Radium Removal Water Treatment Plant	2019	Design Schedule Met Construction Schedule Met
Hardin-Simmons University	Houston Lantrip Facility	2019	Design Schedule Met Construction Schedule Met
City of Abilene	Buffalo Gap Elevated Tank Rehabilitation	2019	Design Schedule Met Construction Schedule Met
City of Early	Wastewater Treatment Plant	2018	Design Schedule Met Construction Schedule Met
City of Baird	Wastewater Treatment Plant	2018	Design Schedule Met Construction Schedule Met
Parker County SUD	Greenwood Pump Station Expansion	2018	Design Schedule Exceeded Construction Schedule Exceeded
City of Abilene	Elmdale Pump Station and Ground Storage Tank	2018	Design Schedule Met Construction Schedule Met
City of Goldthwaite	2018 - TDA - DRP - Sidewalk Improvements	2018	Design Schedule Met Construction Schedule Met
North Central Texas Municipal Water Authority	Membrane Water Treatment Plant	2017	Design Schedule Met Construction Schedule Met
City of Willow Park	Capital Improvement Plan	2017	Design Schedule Met Construction Schedule Met
City of Abilene	2nd Pressure Plane Water Lines	2017	Design Schedule Met Construction Schedule Met
City of Strawn	Master Plan	2017	Design Schedule Met Construction Schedule Met
City of Rhome	Capital Improvement Plan	2016	Design Schedule Met Construction Schedule Met
City of Andrews	Water Treatment Plant	2015	Design Schedule Met Construction Schedule Met
City of Abilene	Maple Street Pump Station Improvements	2015	Design Schedule Met Construction Schedule Met
City of Early	Salt Creek Pump Station	2015	Design Schedule Met Construction Schedule Met
City of Comanche	Water System Improvements	2015	Design Schedule Met Construction Schedule Met
Abilene Independent School District	Campus Paving and Circulation Improvements	2015	Design Schedule Met Construction Schedule Met

Project Budget History

Client	Project Description	Year of Completion	Budget	Final Project Cost
City of Keene	County Road 316 Paving Improvements – **TDA Texas Capital Fund**	2021	$1,075,000	$946,896.50
City of Keene	4th Street & College Dr. Sewer Line Replacement	2020	$160,00	$134,824
City of Wolfe City	Water System Interconnection Improvements – **TDA CDBG**	2020	$222,250	$183,950
Abilene Youth Sports Authority	Dodge Jones Youth Sports Center	2020	$10,100,000	$10,003,085
City of Keene	Well #6 Tank Rehab	2019	$80,000	$81,710
City of Azle	Oak Harbor Drainage Channel	2019	$175,000	$172.000
City of Willow Park	Well Supply	2019	$500,000	$450,000
City of Mingus	Water System Improvements – **TDA CDBG**	2020	$550,000	$550,000
City of Gordon	Water Treatment Plant Improvements – **TDA CDBG**	2019	$550,000	$550,000
City of Azle	Bailey Drive Improvements – **TDA CDBG**	2019	$170,000	$208,000
Hardin-Simmons University	Houston Lantrip Facility	2019	$4,100,000	$4,488,395
City of Abilene	Buffalo Gap Elevated Tank Rehabilitation	2019	$950,000	$768,500
City of Graford	Sewer Systems Improvements – **TDA CDBG**	2018	$212,250	$212,672
City of Wolfe City	Wastewater Treatment Plant Improvements – **TDA CDBG**	2018	$212,750	$230,222
City of Early	Wastewater Treatment Plant	2018	$4,900,000	$3,800,000
City of Baird	Wastewater Treatment Plant	2018	$2,890,000	$2,860,000
City of Goldthwaite	2018 - TDA - DRP - Sidewalk Improvements	2018	$200,000	$176,770
North Central Texas Municipal Water Authority	Membrane Water Treatment Plant	2017	$5,650,000	$3,815,000
City of Abilene	2nd Pressure Plane Water Lines	2017	$2,000,000	$1,701,000
City of Strawn	Drainage Improvements	2017	$150,000	$150,000
City of Mingus	Paving Improvements	2016	$75,000	$75,000
City of Gordon	Paving Improvements	2016	$75,000	$75,000
City of Andrews	Water Treatment Plant	2015	$6,061,130	$6,212,650
City of Abilene	Maple Street Pump Station Improvements	2015	$929,000	$869,686
City of Early	Salt Creek Pump Station	2015	$2,378,400	$2,460,169

Water Supply/Distribution System Experience

2nd PRESSURE PLANE WATER LINES | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2017
Original Budget: $2,000,000
Construction Cost: $1,701,000



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.

Project Description: Engineering design and construction administration for the Installation of approximately 19,000 linear feet of 6" – 18" PVC water lines including all valves, fittings, water line connections, bore and encasement, pavement repair

REFERENCE:
City of Abilene
Rodney Taylor, Director of Water Utilities
(940) 422-4051

INDUSTRIAL BLVD WATER LINE REPLACEMENT | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2017
Construction Cost: $835,000



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Project Manager: Cory Higgins, P.E.

Project Description: Engineering design and construction administration for the Installation of approximately 4,500 linear feet of 12" water line, valves, fittings, water line connections, service re-connections, bore & encasement, and incidentals

REFERENCE:
City of Abilene
Rodney Taylor, Director of Water Utilities
(940) 422-4051

AMBLER WATER LINE REPLACEMENT | CITY OF ABILENE



Location: Abilene, Texas
Date of Completion: 2017
Budget Cost: $2,200,000
Construction Cost: $1,900,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Ken Martin, P.E.
Project Manager: Ken Martin, P.E.

Project Description: Engineering design and construction administration for the Installation of approximately 20,360 linear feet of 12" Thru 1" water line, valves, fittings, water line connections, service re-connections, bore & encasement, and incidentals

REFERENCE:
City of Abilene
Rodney Taylor, Director of Water Utilities
(940) 422-4051

SAN SABA RAW WATER SUPPLY | CITY OF GOLDTHWAITE



Location: Goldthwaite, Texas
Date of Completion: 2015
Budget Cost: $1,836,000
Construction Cost: $1,874,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Project Manager: Brice Campbell, P.E.

Project Description: Engineering design and construction administration for the Installation of an intake structure on Mill Creek and approximately 70,000 LF of 10" raw water supply line. JM also assisted with an amendment to the San Saba water rights for withdraw of water from Mill Creek at an alternative take point.

REFERENCE:
City of Goldthwaite
Rob Lindsey, City Manager
(325) 648-3186

BCWID TREATED WATER SUPPLY LINE | CITY OF EARLY AND ZEPHYR WSC



Location: Early, Texas
Date of Completion: 2014
Construction Cost: $4,300,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.

Project Description: Engineering design and construction administration for the Installation of approximately 40,000 LF of 24" treated water supply line.

REFERENCE:
City of Early
Tony Aaron, City Manager
(325) 643-5451

HORDS CREEK | CITY OF COLEMAN



Location: Coleman, Texas
Date of Completion: 2011
Budget Cost: $2,400,000
Construction Cost: $1,652,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Ken Martin, P.E.
Design Engineer: Ken Martin, P.E.

Project Description: Engineering design and construction administration for the Installation of a new raw water pump station and head tank located at Hords Creek Lake, approximately 44,000 LF of 16" raw water supply line and approximately 40,000 linear feet of water distribution lines.

REFERENCE:
City of Coleman
Diana Lopez, City Manager
(325) 625-5114

Sewer System Experience

SEWER SYSTEM IMPROVEMENTS | CITY OF GOREE

Location: Goree, Texas
Date of Completion: 2020
Construction Cost: $200,000



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design/Construction Admin.
Project Manager: Cory Higgins, P.E.
Design Engineer: Cory Higgins, P.E.

Project Description: Engineering design and construction administration for the Installation of approximately 2,500 linear feet of 8" and 6" PVC sewer lines including all manholes, bore and encasement, pavement repair, and incidentals.

REFERENCE:
City of Goree
Crystal Graham
City Secretary
(940) 422-5306

SANITARY SEWER OVERFLOW INITIATIVE – SEWER MAIN AND MANHOLE REHABILITATION | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2019
Construction Cost: $960,000



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design/ Construction Admin.
Project Manager: Kirt Harle, P.E.
Design Engineer Kirt Harle, P.E.

Project Description: Engineering design and construction administration for the rehabilitation of approximately 7,500 linear feet of 6", 10", 18", and 21" sewer lines by CIPP and pipe bursting and rehabilitation of 40 manholes.

REFERENCE:
City of Abilene
Rodney Taylor, Director of Water Utilities
(325) 676-6452

30 - INCH SEWER LINE REPLACEMENT | CITY OF BIG SPRING

Location: Big Spring, Texas
Date of Completion: 2019
Construction Cost: $300,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design/Construction Admin.
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.



Project Description: Engineering design and construction administration for the replacement of approximately 1,500 linear feet of 30 "sewer line and manholes.

REFERENCE:
City of Big Spring
John Medina, Assistant City Manager
(432) 264-2345

COLLECTION SYSTEM IMPROVEMENTS | CITY OF SNYDER

Location: Snyder, Texas
Date of Completion: 2015
Construction Cost: $750,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design/Construction Admin.
Project Manager: Cory Higgins, P.E.
Design Engineer: Cory Higgins, P.E.



Project Description: Engineering design and construction administration for the rehabilitation of approximately 13,600 linear feet of 6", 8", 10", 12", and 24" PVC sewer lines, manholes, bore & encasement, and incidentals.

REFERENCE:
City of Snyder
Eli Torres, Director of Public Works
(325) 575-3110

Drainage Experience

OAK HARBOR DRAINAGE CHANNEL | CITY OF AZLE

Location: Azle, Texas
Date of Completion: 2019
Construction Cost: $68,150

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Derek Turner, P.E.
Design Engineer: Derek Turner, P.E.



Project Description: Engineering design and construction administration for the Installation of approximately 2,700 square yards of grass lined drainage channel, and incidentals.

REFERENCE:
City of Azle
Rick White, Director of Public Services
(817) 444-2541

ASH AVENUE DRAINAGE IMPROVEMENTS | CITY OF AZLE

Location: Azle, Texas
Date of Completion: 2016
Construction Cost: $80,500

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Derek Turner, P.E.
Design Engineer: Derek Turner, P.E.



Project Description: Engineering design and construction administration for the Installation of approximately 1,500 of ditch grading, driveway culverts, 6'x6' area drain, and incidentals.

REFERENCE:
City of Azle
Rick White, Director of Public Services
(817) 444-2541

GOLFER'S WAY CULVERT REHABILITATION | CITY OF AZLE



Location: Azle, Texas
Date of Completion: 2015
Construction Cost: $189,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Derek Turner, P.E.
Design Engineer: Derek Turner, P.E.

Project Description: Engineering design and construction administration for the Installation of a two barrel, 78" PE culvert liner by slip lining, and incidentals.

REFERENCE:
City of Azle
Rick White, Director of Public Services
(817) 444-2541

BAILEY DRIVE IMPROVEMENTS | CITY OF AZLE



Location: Azle, Texas
Date of Completion: 2019
Construction Cost: $208,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Eddie Aguilar, P.E.
Design Engineer: Derek Turner, P.E.

Project Description: Engineering design and construction administration for the Installation of approximately 540 square yards of concrete rip rap slope protection, paving, and incidentals.

REFERENCE:
City of Azle
Rick White, Director of Public Services
(817) 444-2541

Water & Wastewater Treatment Experience

PACKAGE WASTEWATER TREATMENT PLANT | CITY OF WILLOW PARK



Location:	Willow Park, TX
Date of Completion:	2018
Original Budget:	$2,259,284
Construction Cost:	$2,108,547

JM Project Team:

Project Format:	Design/Bid/Build
Firm's Role:	Design/Construction Management/Permitting
Project Manager:	Derek Turner, P.E.
Design Engineer:	Derek Turner, P.E.

Project Description: 0.5 MGD conventional, activated sludge, package wastewater plant
The project included procurement of turnkey aeration, clarification, filtration, and disinfection equipment as well as appurtenances and site contracts.

NEW WASTEWATER TREATMENT PLANT | CITY OF EARLY



Location:	Early, Texas
Date of Completion:	2018
Original Budget:	$8,365,000
Construction Cost:	$5,311,148

JM Project Team:

Project Format:	Design/Bid/Build
Firm's Role:	Design/Construction Management/Permitting
Project Manager:	Ken Martin, P.E.
Design Engineer:	Ken Martin, P.E.

Project Description: 0.475 MGD wastewater facility
The project included the construction of a facultative lagoon, stabilization pond, and irrigation holding pond as well as a center pivot, land irrigation system, lift station, and appurtenances.

NEW WASTEWATER TREATMENT PLANT | CITY OF BAIRD

Location: Baird, Texas
Date of Completion: 2018
Construction Cost: $ 2,860,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Allen Phillips, P.E.
Design Engineer: Allen Phillips, P.E.



Project Description: Project is a 250,000 gpd facultative lagoon WWTP pond system

NEW WASTEWATER TREATMENT PLANT | CITY OF COMANCHE

Location: Comanche, Texas
Date of Completion: 2016
Original Budget: $1,071,500
Construction Cost: $750,000

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design/Construction Management/Permitting

Project Manager: Derek Turner, P.E.
Design Engineer: Eddie Aguilar, P.E.





Project Description: Renovation of a 0.595 MGD wastewater treatment plant. The project included the construction of two new clarifiers, sludge drying beds, electrical, and appurtenances.

MEMBRANE WATER TREATMENT PLANT | NORTH CENTRAL TEXAS MUNICIPAL WATER AUTHORITY

Location:	Munday, Texas
Date of Completion:	2017
Original Budget:	$5,650,000
Construction Cost:	$3,815,000

JM Project Team:

Project Format:	Design/Bid/Build
Firm's Role:	Design
Project Manager:	Kirt Harle, P.E.
Design Engineer:	Kirt Harle, P.E.



Project Description: 4.0 MGD Surface Treatment Plant Improvements
The project included a pilot study of multiple membrane filtration vendors and construction of a 4.0 MGD membrane filtration system for the existing WTP. The project was successfully completed in 2017.

REFERENCE:
NCTMWA
David Kuehler, Manager
(940) 422-4051

NEW ULTRAFILTRATION WATER TREATMENT PLANT | CITY OF COLEMAN

Location:	Coleman, Texas
Date of Completion:	2021
Construction Cost:	$8,000,000

JM Project Team:

Project Format:	Design/Bid/Build
Firm's Role:	Design
Project Manager:	Allen Phillips, P.E.
Design Engineer:	Allen Phillips, P.E.



REFERENCE:
City of Coleman
Diana Lopez
City Manager
(325) 625-5114

Project Description: 4.5 MGD Surface Treatment Plant Improvements
The project included a pilot study of multiple membrane filtration vendors and construction of a 4.5 MGD membrane ultrafiltration system and new Water Treatment Plant. The project also included the construction of a new high service pump station as well as a new chemical storage facility. The expected completion is 2021.

WATER TREATMENT PLANT | CITY OF ANDREWS

Location: Andrews, Texas
Date of Completion: 2015
Original Budget: $6,061,130
Construction Cost: $6,212,650



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Brice Campbell, P.E.
Architect: Jerry Ramsey, P.E., R.A.
MEP Engineer: Justin Helms, E.I.T.

REFERENCE:
City of Andrews
Steve Eggleston, City Manager
(432) 523-4820

Project Description: 7.2 MGD Groundwater Treatment Plant with future expansion to 10.8 MGD. Facility removes arsenic and fluoride with activated alumina adsorption and filtration.

CITY OF SEMINOLE REVERSE OSMOSIS TREATMENT PLANTS | GAINES COUNTY WATER COMPANY

Location: Seminole, Texas
Date of Completion: 2015



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.
Design Architect: Jerry Ramsey, P.E., R.A.
MEP Engineer: Jerry Ramsey, P.E., R.A.



Project Description: Engineering design and construction administration for three reverse osmosis treatment plants for arsenic and fluoride removal (total Capacity of treatment 3.0 MGD)

REFERENCE:
Scott Ahlstrom
(512) 925-3603

Water Storage Projects

Year	Client	Project Description	Tank Capacity	Tank Type	Materials
2019	City of Abilene	Buffalo Gap Elevated Storage Tank Rehabilitation	1.0 MG	Multi-Leg Elevated	Welded Steel
2019	City of Melvin	Elevated Storage Tank Recoat	0.05 MG	Multi-Leg Elevated	Welded Steel
2019	Steamboat Mountain WSC	Cedar Gap Elevated Storage Tank	0.2 MG	Spheroid Elevated	Welded Steel
2019	Steamboat Mountain WSC	Cedar Gap Ground Storage Tank	0.2 MG	Ground	Welded Steel
2019	City of Gustine	Ground Storage Tank	0.03 MG	Ground	Welded Steel
2019	Ira WSC	Elevated Storage Tank	0.1 MG	Multi-Leg Elevated	Welded Steel
2019	Morton Valley WSC	Ground Storage Tank	0.1 MG	Ground	Welded Steel
2019	City of Coleman	Elevated Storage Tank Recoat	0.5 MG	Multi-Leg Elevated	Welded Steel
2019	City of Electra	Elevated Storage Tank Recoat	0.25 MG	Multi-Leg Elevated	Welded Steel
2018	City of Abilene	Grimes WTP Clearwell Rehabilitation	5.0 MG	Ground	Welded Steel
2017	City of Abilene	Elmdale Pump Station Ground Storage Tank	0.5 MG	Ground	Welded Steel
2017	Bluegrove WSC	Tank Rehab and Meter Replacement	.01 MG	Ground	Welded Steel
2017	City of Abilene	Highland Elevated Storage Tank Rehabilitation	1.5 MG	Multi-Leg Elevated	Welded Steel
2017	City of Abilene	5 Points Business Park Elevated Storage Tank Rehabilitation	0.2 MG	Spheroid Elevated	Welded Steel
2017	City of Early	Elevated Storage Tank Recoat	0.5 MG	Multi-Leg Elevated	Welded Steel
2016	City of Jayton	Ground Storage Tank	0.1 MG	Ground	Welded Steel
2015	City of Abilene	5 Points Business Park Ground Storage Tank Rehabilitation	5.5 MG	Ground	Welded Steel
2015	City of Snyder	North Elevated Storage Tank	0.15 MG	Multi-Leg Elevated	Welded Steel
2015	City of Snyder	Maverick Mest Elevated Storage Tank	0.2 MG	Multi-Leg Elevated	Welded Steel
2015	Millersview-Doole WSC	Holik Road Elevated Storage Tank	0.15 MG	Spheroid Elevated	Welded Steel
2015	City of Robert Lee	Ground Storage Tank Recoat	0.25 MG	Ground	Welded Steel
2015	Tuscola Taylor County WCID #1	Elevated Storage Tank Recoat	0.075 MG	Multi-Leg Elevated	Welded Steel
2014	Zephyr WSC	Hwy 183 Standpipe	0.115 MG	Standpipe	Welded Steel
2014	Zephyr WSC	FM 1467 Pump Station - Ground Storage Tank	0.045 MG	Ground	Welded Steel
2014	Millersview-Doole WSC	FM 1929 Ground Storage Tank	0.5 MG	Ground	Bolted Steel

Pump Station & Tank Experience

ELMDALE PUMP STATION | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2018
Original Budget: $1,520,000
Construction Cost: $1,648,600





JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.

REFERENCE:
City of Abilene
Rodney Taylor, Director of Water Utilities
(325) 676-6452

Project Description: Engineering design and construction administration for the installation of 9 MGD pump station and 500,000-gallon welded steel ground storage tank.

SALT CREEK PUMP STATION | CITY OF EARLY / ZEPHYR WSC

Location: Early, Texas
Date of Completion: 2014
Original Budget: $2,200,000
Construction Cost: $2,378,400



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.



Project Description: Engineering design and construction administration for the Installation of 8 MGD pump station and 2.0 MG wire-wound, pre-stressed concrete ground storage tank.

REFERENCE:
City of Early
Tony Aaron, City Manager
(325) 643-5451

BROOKESMITH PUMP STATION | COLEMAN COUNTY SUD

Location: Santa Anna, Texas
Date of Completion: 2009
Construction Cost: $1,560,000



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.

Project Description: Engineering design and construction administration for the Installation of a 2 MGD pump station and 1.0 MG wire-wound, pre-stressed concrete ground storage tank.

REFERENCE:
Coleman County SUD
Travis Rhoads, General Manager
(325) 625-2133

FIVE POINTS BUSINESS PARK GROUND STORAGE TANK REHABILITATION | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2015
Construction Cost: $2,182,900



JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.

Project Description: Engineering design and construction administration for the re-construction of the roof and recoating of the interior and exterior of a 7.5 MG welded steel ground storage tank.

REFERENCE:
City of Abilene
Rodney Taylor, Director of Water Utilities
(325) 676-6452

BUFFALO GAP ELEVATED TANK REHABILITATION | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2019
Original Budget: $950,000
Construction Cost: $768,500



REFERENCE:
City of Abilene
Rodney Taylor, Director of Water Utilities
(325) 676-6452

JM Project Team:

Project Format: Design/Bid/Build
Firm's Role: Design
Project Manager: Kirt Harle, P.E.
Design Engineer: Kirt Harle, P.E.

Project Description: Engineering design and construction administration for the rehabilitation of a 1.0 MG welded steel multi-legged elevated storage tank including structural repairs and recoating of interior and exterior of tank.

NEW ELEVATED TANK | MILLERSVIEW-DOOLE WSC



Project Description: Engineering design and construction administration for the installation of a new 0.5 MG elevated storage tank and incidentals

Owner: Millersview-Doole Water Supply Corporation
Design Start Date: February 2008
Design CD's Completion Date: May 2008
Construction Start Date: June 2008
Construction Completion Date: February 2009
Project Completed: On Schedule

NEW GROUND STORAGE & ELEVATED TANK | BROOKESMITH SUD

Project Description: Engineering design and construction administration for the installation of a new 2.0 MG welded steel ground storage tank, a 0.5 MG elevated storage tank, and incidentals



Owner: Brookesmith SUD
Design Start Date: February 2000
Design CD's Completion Date: March 2001
Construction Start Date: April 2001
Construction Completion Date: September 2001
Project Completed: On Schedule

Street Experience - Transportation

Each of the following projects included the following services provided by JACOB | **MARTIN** personnel: all topographic and any boundary survey required, determination of all boundary necessary for roadway right of way, all visible and located utilities, and encroachments. In some instances, right of way acquisitions and preparation of required platting was provided. JACOB | **MARTIN** prepared all construction plans with dimensional control layouts, paving plan and profiles, drainage plans, erosion control plans, and associated construction details. During the bidding and construction phases of these projects, JACOB | **MARTIN** provided construction administration and on-site inspection for construction completeness, verification of all pay requests, construction cost estimates, bidding of prepared construction plans, pre-construction and construction meetings, review of all shop drawings and all associated coordination. Additionally, materials testing services were provided by JACOB | **MARTIN** for all construction elements, including but not limited to subgrade preparation, road base installation and asphaltic hot-mix and/or concrete placement.

PATRIOT AVENUE | CITY OF WEATHERFORD

Client:	Keg 1 North Texas
Location:	Weatherford, Texas
Date of Completion:	2014
Original Budget:	$350,000
Construction Cost:	$350,000

Jacob & Martin Project Team:

Project Manager:	Derek Turner, P.E.
Design Engineer:	Derek Turner, P.E.
Survey Team Lead:	Mark Brown, R.P.L.S.

City of Weatherford
Bill Smith | City Engineer
817.598.4033 | wsmith@weatherfordtx.gov



STREET REHABILITATION | CITY OF WILLOW PARK

Client:	City of Willow Park
Location:	Willow Park, Texas
Date of Completion:	2015
Original Budget:	$500,000
Construction Cost:	$465,000

Jacob & Martin Project Team:

Project Manager:	Derek Turner, P.E.
Design Engineer:	Derek Turner, P.E.

City of Willow Park
Bryan Grimes | City Administrator
817.441.7108| bgrimes@willowpark.org



STREET RECONSTRUCTION | CITY OF WILLOW PARK



Client:	City of Willow Park
Location:	Willow Park, Texas
Date of Completion:	2018
Original Budget:	$3,350,000
Construction Cost:	$2,685,474

Jacob & Martin Project Team:

Project Manager:	Derek Turner, P.E.
Design Engineer:	Derek Turner, P.E.
Survey Team Lead:	Mark Brown, R.P.L.S.
Materials Testing:	Barry Fowlkes, P.E

City of Willow Park
Bryan Grimes | City Administrator
817.441.7108| bgrimes@willowpark.org

RANCH HOUSE RD REHABILITATION | CITY OF WILLOW PARK

Client:	City of Willow Park
Location:	Willow Park, Texas
Date of Completion:	2019
Original Budget:	$1,500,000
Construction Cost:	$1,203,607

Jacob & Martin Project Team:

Project Manager:	Derek Turner, P.E.
Design Engineer:	Derek Turner, P.E.
Survey Team Lead:	Mark Brown, R.P.L.S.
Materials Testing:	Barry Fowlkes, P.E

City of Willow Park
Bryan Grimes | City Administrator
817.441.7108| bgrimes@willowpark.org



SHADY OAKS PAVING IMPROVEMENTS | CITY OF KEENE

Client:	City of Keene
Location:	Keene, Texas
Date of Completion:	2017
Original Budget:	$500,000
Construction Cost:	$444,731

Jacob & Martin Project Team:

Project Manager:	Derek Turner, P.E.
Design Engineer:	Tom Marquardt, P.E.
Survey Team Lead:	Mark Brown, R.P.L.S.
Materials Testing:	Barry Fowlkes, P.E.

City of Keene
Brian LaBorde | City Administrator
512.365.3677| brian.laborde@taylortx.gov



SOUTH DOWNTOWN PAVING IMPROVEMENTS - PHASE 1 | CITY OF ABILENE

Location:	Abilene, Texas
Date of Completion:	Ongoing
Original Budget:	$1,200,000
Construction Cost:	$800,237

Jacob & Martin Project Team:

Project Manager:	Tal Fillingim, P.E., C.F.M
Design Engineer:	Roy Wright, P.E.
Survey Team Lead:	Mark Brown, R.P.L.S.
Materials Testing:	Barry Fowlkes, P.E



City of Abilene
Robert Hanna | City Manager
325.676.6206 | robert.hanna@abilenetx.gov

PAVING & CIRCULATION IMPROVEMENTS | ABILENE ISD



Abilene Independent School District
Scott McLean | Associate Superintendent
325.677.1444 | scott.mclean@abileneisd.org

Location:	Abilene, Texas
Date of Completion:	2015
Original Budget:	$1,520,503
Construction Cost:	$1,408,628

Jacob & Martin Project Team:

Project Manager:	Tal Fillingim, P.E., C.F.M
Design Engineer:	Roy Wright, P.E.
Design Engineer:	Blake Howard, P.E.
Survey Team Lead:	Mark Brown, R.P.L.S.
Materials Testing:	Barry Fowlkes, P.E

ENTERPRISE DRIVE EXTENSION | DEVELOPMENT CORPORATION OF ABILENE

Location:	Abilene, Texas
Date of Completion:	2015
Original Budget:	$225,000
Construction Cost:	$256,017

Jacob & Martin Project Team:

Project Manager:	Tal Fillingim, P.E., C.F.M.
Design Engineer:	Blake Howard, P.E.
Survey Team Lead:	Mark Brown, R.P.L.S.
Materials Testing:	Barry Fowlkes, P.E



Development Corporation of Abilene
Kent Sharp | Executive Director
325.673.7349 | DCOA@abilenetx.gov

Texas Department of Agriculture Projects

Funding Cycle	Program	Client	Project Description	Population
2020/2021	CDBG	City of Azle	Locust Street Channel Improvements	14,289
2019/2020	DRP	City of Mineral Wells	Downtown Renovation Project	15,447
2019/2020	DRP	City of Stephenville	Sidewalk and Paving Improvements	21,990
2019/2020	CDBG	City of Ropesville	Lift Station Improvements	434
2019/2020	CDBG	City of Moran	Sewer System Improvements	270
2019/2020	CDBG	City of Rotan	Water Supply Line	1,508
2019/2020	CDBG	City of Lorenzo	Lift Station Improvements	1,147
2019/2020	CDBG	City of Bronte	Water Line Improvements	995
2019/2020	CDBG	City of Cross Plains	Water Line Replacement	989
2019/2020	TCF	City of Keene	Paving Improvements	6,106
2019/2020	CDBG	City of Granite Shoals	Water Treatment Improvements	4,910
2019/2020	CDBG	City of Rising Star	AMR Water Meter System	829
2019/2020	CDBG	City of De Leon	Public Infrastructure Improvements	2,246
2019/2020	DRP	City of Mineral Wells	Sidewalk Improvements	15,447
2019/2020	CDBG	City of Mingus	Water Improvements	235
2019/2020	CDBG	City of Munday	AMR Water Meter System	1,273
2019/2020	CDBG	City of Dublin	Sewer System Improvements	3,654
2019/2020	CDBG	City of Azle	Channel Improvements	14,289
2019/2020	CDBG	City of Gordon	Water Improvements	478
2019/2020	DRP	City of Grandview	Downtown Revitalization	1,753
2019/2020	DRP	City of Post	Sidewalk Design	5,547
2017/2018	CDBG	City of Anson	Wastewater Treatment Plant Improvements	2,430
2017/2018	CDBG	City of Wellman	Water Distribution Improvements and Water Well Rehab	203
2017/2018	CDBG	City of Wolfe City	TDA Public Infrastructure Improvements Water System Interconnection	1,412
2017/2018	CDBG	Concho County	Millersview Doole SUD Water Well	4,276
2017/2018	CDBG	City of Azle	Bailey Street Improvements	14,289
2019/2020	CDBG	Haskell County	Paint Creek WSC – Water Line Improvements	5,813
2017/2018	CDBG	City of San Saba	Pump Station & Water Well Improvements	3,158
2017/2018	CDBG	City of Gustine	Pump Station Improvements	455
2017/2018	CDBG	North San Saba WSC	San Saba County Water Line Replacement	6,054
2017/2018	CDBG	McCulloch County	Wastewater Treatment Plant Improvements	7,987
2017/2018	CDBG	City of Electra	Elevated Storage Tank Improvements	2,791
2017/2018	DRP	City of Goldthwaite	Sidewalk Improvements	1,878
2017/2018	CDBG	City of Rule	Wastewater Treatment Plant Improvements	636
2017/2018	CDBG	City of Goldthwaite	Water Line Replacement	1,878
2017/2018	CDBG	City of Goree	Sewer Line Replacement	203
2017/2018	CDBG	City of Lawn	Water Line Replacement	315
2017/2018	CDBG	City of Melvin	Elevated Storage Tank Improvements	178
2015 / 2016	CDBG	City of Azle	Wilshire Avenue Drainage Improvements	13,258

Texas Water Development Board Projects

Year	Program	Client	Project Description	Population
2021	DWSRF	City of Rotan	Water Supply Line Improvements	1,404
2021	DWSRF	Fort Griffin SUD	Raw Water Line Improvements	3,294
2021	CWSRF	City of Dublin	Wastewater System Improvements	3,554
2021	DWSRF	City of Carbon	Water System Improvements	348
2021	DWSRF	Palo Pinto WSC	Water System Improvements	495
2021	VSS	Coke County WSC	AMR Meters and Valve Replacements	400
2021	CWSRF	City of Ralls	Wastewater Treatment Plant	1,816
2021	DWSRF	City of Paint Rock	Water Distribution Improvements	223
2021	VSS	Comanche County WSC	New Pump Station	1,029
2020	DWSRF	Study Butte WSC	Water System Improvements	291
2020	DWSRF	City of Wellman	Reverse Osmosis Water Treatment Plant	190
2018	DWSRF	Barton WSC	Water System Improvements	891
2018	DWSRF	City of Ballinger	DWSRF Phantom PAD	3,774
2018	DWSRF	City of Bangs	Water System Improvements	1,603
2018	CWSRF	City of Colorado City	WWTP Improvements	4,146
2018	DWSRF	City of Gordon	Water System Improvements	478
2018	DWSRF	City of Gorman	Water System Improvements	1,083
2018	DWSRF	City of Lawn	AMR Metering System and Water System Improvements	353
2018	DWSRF	City of Lueders	AMR Metering System and Water System Improvements	346
2018	CWSRF	City of Ranger	Wastewater Treatment Plant Improvements	2,468
2018	DWSRF	City of Seymour	Reverse Osmosis Water Treatment Plant Improvements	2,740
2018	DWSRF	Holiday Beach WSC	Hurricane Harvey Water System Repairs	2,190
2017	DWSRF	City of Gorman	Water System Improvements	1,032
2017	DWSRF	City of Melvin	Radium Removal	177
2017	DWSRF	Morton Valley WSC	Waterline Replacement	350
2017	CWSRF	City of Willow Park	New Wastewater Treatment Plant	5,146
2017	CWSRF	City of Strawn	Groundwater Supply Line Improvements	649
2017	CWSRF	City of Willow Park	Water System Improvements	5,146
2017	DWSRF	Bluegrove WSC	Tank Rehab and Meter Replacement	75
2017	CWSRF	City of Comanche	Wastewater Treatment Plant Improvements	4,206
2017	DWSRF	City of San Saba	Water System Improvements	3,126
2017	DWSRF	City of Azle	Main Street Water Line Replacement	12,064
2017	DFUND	City of Early	Elevated Tank Recoat	2,991

USDA Projects

Year	TWDB Program	Client	Project Description
2019	USDA / RD	Fort Griffin SUD	Water Line Improvements
2018	USDA / RD	City of Coleman	Water Treatment Plant
2018	USDA / RD	City of Strawn	Groundwater Supply
2018	USDA / RD	City of Tye	Water Distribution Improvements
2018	USDA / RD	Coleman County SUD	Phase 8 Water System Improvements
2018	USDA / RD	Ira WSC	Elevated Storage And Water System Improvements
2018	USDA / RD	Morton Valley WSC	Water System Improvements
2018	USDA / RD	S.U.N. WSC	Water System Improvements
2016	USDA / RD	City of Baird	New Wastewater Treatment Plant
2016	USDA / RD	City of Dublin	Wastewater Improvements
2016	USDA / RD	Knox County Rural WSC	Water System Improvements
2016	USDA / RD	Millersview-Doole WSC	Water System Improvements
2016	USDA / RD	Millersview-Doole WSC	Water System Improvements
2016	USDA / RD	Town of Buffalo Gap	Water Line Improvements
2015	USDA / RD	City of Comanche	Water System Improvements
2015	USDA / RD	Stephens Regional SUD	Phase 2 Water System Improvements
2015	USDA / RD	Tom Green County FWD #2	Water System Improvements Phase II
2015	USDA / RD	Zephyr WSC	Water System Improvements
2014	USDA / RD	Parker County SUD	Water System Improvements
2014	USDA / RD	Study Butte WSC	Well #1 Rehabilitation
2014	USDA / RD	Tom Green County FWD #2	Water System Improvements Phase I
2013	USDA / RD	Brookesmith SUD	Water System Improvements
2012	USDA / RD	City of Anson	Westside Sewer System Improvements
2012	USDA / RD	City of Gordon	Wastewater Collection
2012	USDA / RD	North Runnels WSC	Water System Improvements
2012	USDA / RD	Parker County SUD	Water System Improvements
2011	USDA / RD	Fort Griffin SUD	Water System Improvements
2011	USDA / RD	North Runnels WSC	Storage Tank Construction
2010	USDA / RD	City of Anson	Wastewater Treatment Plant
2010	USDA / RD	City of Gordon	Sewer Collection System and WWTP Improvements
2010	USDA / RD	Coleman County SUD	Coleman County SUD Pump Station
2010	USDA / RD	Coleman County SUD	Water System Improvements
2008	USDA / RD	City of Electra	Ground Storage Tank and Pump Station
2007	USDA / RD	City of Electra	Treated Water Supply Improvement
2005	USDA / RD	City of Electra	Ground Storage Tank and Pump Station
2004	USDA / RD	Brookesmith SUD	Water Distribution System Improvements

Materials Testing and Engineering

Project Example

CATCLAW DRIVE RECONSTRUCTION PROJECT | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2016



JM Project Team:
Project Format: Design
Firm's Role: Design/Materials
Project Manager: Barry Fowlkes, P.E.

Project Description: Remove existing hot mix pavement, and rework existing base and subbase courses. Lay Type C and D hot mix asphalt courses. Site concrete work was also included, like curb and gutter, sidewalks etc.

Scope of Services Provided on Example Projects

SOILS:

- Field Sampling
- Atterberg Limits
- Sieve Analysis
- Developed Moisture Density Curves
- Field Compaction Tests of the soils



CONCRETE:

- Sampling Freshly Mix Concrete
- Temperature of Concrete
- Slump Test of Concrete
- Entrained Air Content of Concrete
- Made and Cured Concrete Test Specimens
- Tested Compressive Strength Concrete Specimens

ASPHALT PAVING:

- Sampling Hot Mix Pavement
- Rice Theoretical Specific Gravity of HMA
- Established Roller Patterns for HMA using Nuclear Density Gauge
- Drilled core samples
- Laboratory Density of Compacted HMA samples

Certifications

Barry Fowlkes, P.E., C.T., S.E.T.

- Registered Professional Engineer in Texas
- Certified Engineering Technologist, CT
- Certified Senior Engineering Technician, S.E.T., Level IV, Asphalt, Concrete, Soils

Employee	Certification	Issuing Agency
NICET		
Barry Fowlkes	Certified Engineering Technologist in Civil Engineering, C.T.	NICET
Barry Fowlkes	Certified Senior Engineering Technician, Level IV Asphalt	NICET
Barry Fowlkes	Certified Senior Engineering Technician, Level IV Concrete	NICET
Barry Fowlkes	Certified Senior Engineering Technician, Level IV Soils	NICET
American Concrete Institute		
Blake Steen	Concrete Field Testing Technician – Grade 1	ACI
Hunter Bergeron	Concrete Field Testing Technician – Grade 1	ACI
Steve Romero	Concrete Field Testing Technician – Grade 1	ACI
Chase Mann	Concrete Field Testing Technician – Grade 1	ACI
Nick Ramos	Concrete Field Testing Technician – Grade 1	ACI
Nuclear Density/Moisture Gauge		
Barry Fowlkes	Nuclear Gauge Safety Certification	Component Sales
Barry Fowlkes	Nuclear Gauge Radiation Safety Officer Training	Component Sales
Blake Steen	Nuclear Gauge Safety Certification	Troxler
Steve Romero	Nuclear Gauge Safety Certification	Troxler
Chase Mann	Nuclear Gauge Safety Certification	Troxler
Brendon Day	Nuclear Gauge Safety Certification	Troxler
Kevin Allen	Nuclear Gauge Safety Certification	Troxler
Landon Jones	Nuclear Gauge Safety Certification	Troxler
Nick Ramos	Nuclear Gauge Safety Certification	Troxler
Hazmat Certification		
Barry Fowlkes	Hazmat Certification	Component Sales
Blake Steen	Hazmat Certification	Troxler
Steve Romero	Hazmat Certification	Troxler
Kevin Allen	Hazmat Certification	Troxler
Landon Jones	Hazmat Certification	Troxler
Brendon Day	Hazmat Certification	Troxler
Chase Mann	Hazmat Certification	Troxler
Nick Ramos	Hazmat Certification	Troxler

GIS Mapping and Asset Management

CLIENT	PROJECT DESCRIPTION	POPULATION
MUNICIPALITIES		
City of Andrews	Web-based Geographic Information System Work Flow Management System	13,574
City of Big Spring	Web-based Geographic Information System Work Flow Management System	28,532
City of Brownwood	Web-based Geographic Information System	19,153
City of Clyde	Web-based Geographic Information System	3,842
City of Coleman	Web-based Geographic Information System	4,431
City of Colorado City	Web-based Geographic Information System	4,001
City of Comanche	Web-based Geographic Information System	4,206
City of Dublin	Web-based Geographic Information System	3,626
City of Early	Web-based Geographic Information System	2,991
City of Fort Stockton	Web-based Geographic Information System	8,515
City of Goldthwaite	Web-based Geographic Information System Work Flow Management System	1,867
City of Granite Shoals	Web-based Geographic Information System	5,117
City of Haskell	Web-based Geographic Information System	3,192
City of Mineral Wells	Web-based Geographic Information System Work Flow Management System	17,450
City of Monahans	Web-based Geographic Information System	7,638
City of Snyder	Web-based Geographic Information System	7,638
City of Springtown	Web-based Geographic Information System	3,223
Town of Argyle	Web-based Geographic Information System	4,006
Town of Buffalo Gap	Web-based Geographic Information System	468
WATER DISTRICTS		
Brookesmith SUD	Web-based Geographic Information System	13,765
Brown County WID 1	Web-based Geographic Information System Work Flow Management System	36,292
Coleman County SUD	Web-based Geographic Information System	5,000
Fort Belknap WSC	Web-based Geographic Information System	5,235
Potosi WSC	Web-based Geographic Information System	7,011
Reeves County	Web-based Geographic Information System	15,281
Richland SUD	Web-based Geographic Information System	2,000
Steamboat Mountain WSC	Web-based Geographic Information System	7,724

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

Section 5: Additional Information

info@jacobmartin.com
www.jacobmartin.com

3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

TBPE Firm #: 2448 | TBPELS Firm #: 10194493 - Abilene | TBPELS Firm #: 10194590 - Weatherford | TBAE Firm #: BR 2261

Client References

Client	Contact	Phone/Email
City of Wellman	Ms. Donna DeBusk City Secretary	806-637-4063
City of Ropesville	Ms. Brenda Rabel Mayor	806-562-3531
City of Big Spring	Mr. John Medina Assistant City Manager	432-264-2345
City of Cross Plains	Ms. Debbie Gosnell City Administrator	254-725-6114 deb@crossplains.org
City of Early	Mr. Tony Aaron City Administrator	325-643-5451 taaron@earlytx.net
City of Coleman	Ms. Diana Lopez City Manager	325-625-5114
City of San Saba	Mr. Stan Weik City Manager	325-372-5144
City of Goldthwaite	Mr. Rob Lindsey City Manager	325-648-3186
City of Willow Park	Mr. Bryan Grimes City Manager	806-773-6116
City of Snyder	Mr. Merle Taylor City Manager	325-573-4957 mtaylor@ci.snyder.tx.us
Brookesmith SUD	Steve Adams Manager	325-646-5731
Ft. Griffin SUD	Mark Gardenhire Manager	325-762-2575
SUN SUD	Finley Barnett Manager	325-668-8082
Potosi WSC	Tom Cowley Manager	325-529-3269
Steamboat Mountain WSC	Billy Lodermeier Manager	325-554-7454
Coleman County SUD	Travis Rhoads Manager	325-647-2222
Cross Plains Independent School District	Mr. Dade Cosby Superintendent	254-725-6121 dcosby@cplains.esc14.net
Hardin Simmons University	Mr. Andrew Briscoe Construction Manager	325-670-1692 andrew.briscoe@hsutx.edu

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBS Insurance 3005 South Treadaway Blvd Abilene TX 79602	**CONTACT NAME:** Morgan Anderson, CISR **PHONE (A/C, No, Ext):** (325) 695-0222 **FAX (A/C, No):** (325) 695-0228 **E-MAIL ADDRESS:** manderson@cbsins.com
INSURED Jacob & Martin, LLC; Jacob & Martin Leasing, LLC 3465 Curry Lane Abilene TX 79606	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Acuity Insurance — 14184 **INSURER B:** Texas Mutual Insurance Company — 22945 **INSURER C:** QBE Insurance Corporation **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 21.22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZH3603	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			ZH3603	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ZH3603	12/01/2021	12/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 7,000,000 $ 7,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001185875	12/01/2021	12/01/2022	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			ANE61401-02	08/08/2021	08/08/2022	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability, business auto and umbrellas policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. General Liability, Auto Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation status to the cert holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark A. Burden

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SAM.GOV

Entity Information Search Results 1 Total Results

Filter by:

Keyword	Status
128010667	Active

Jacob & Martin, Ltd. Active

Entity Registration

DUNS **Unique Entity ID:** 128010667

SAM **Unique Entity ID:** CTY8LEQ1XA15

CAGE/NCAGE: 5TYQ2

Physical Address:
3465 Curry Ln
Abilene , TX
79606 USA

Expiration Date:
Jul 26, 2022

Purpose of Registration:
All Awards

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, JACOB | MARTIN, LLC , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kirt Harle, P.E. - Principal Engineer and Vice President
Printed Name and Title of Contractor's Authorized Official

01/20/2022
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

JACOB & MARTIN, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

01/20/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 12**

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 TOOT 'N TOTUM FOOD STORES, LLC.**

PROCEEDING: First Reading

SUBMITTED BY: EDC Director

EXHIBITS: Resolution

AUTHORITY:

SUMMARY STATEMENT

City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Alliance Project and TOOT 'N TOTUM FOOD STORES, 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 TOOT 'N TOTUM FOOD STORES, LLC.

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

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

CITY STAFF 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 TOOT 'N TOTUM FOOD STORES, LLC.

On the 15th day of March, 2022, 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 Toot 'N Totum Food Stores, LLC, to assist with the construction of a truck stop, convenience store and restaurant 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 Toot 'N Totum Food Stores, 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 15th day of March, 2022, by a majority vote; and then on the ____ day of _____, 2022, 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 _____ day of , 2022, 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:

_____
Betty Conde
City Secretary

APPROVED:

_____
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 Toot 'N Totum Food Stores, LLC, a Texas limited liability company, ("Toot 'N Totum"), 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"); 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 (as herein defined) 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 Toot 'N Totum 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 Toot 'N Totum and a provision specifying the terms and conditions upon which repayment must be made should Toot 'N Totum fail to meet the agreed performance requirements specified in this Agreement; and

WHEREAS, Toot 'N Totum has applied to LEAP for financial assistance necessary for the opening of a truck stop, convenience store and restaurant to be located at U. S. Highway 87 and County Road 17, 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 Toot 'N Totum consistent with this Agreement at its meeting held on December 13, 2021, which will provide to Toot 'N Totum, subject to its satisfaction of certain conditions set forth herein, the financial assistance for Toot 'N Totum to make the improvements to the Property and provide job training that is necessary for the opening of the Toot 'N Totum business which is projected by Toot'N Totum to create a minimum of forty (40) full-time equivalent employment positions; and

WHEREAS, Toot 'N Totum understands and agrees that: (a) in granting the financial assistance provided pursuant to this Agreement, LEAP is relying upon Toot 'N Totum'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 Toot 'N Totum 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, Toot 'N Totum 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 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 Toot 'N Totum 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 construction and opening of a truck stop, convenience store and restaurant upon the Property that employs a minimum of forty (40) full-time equivalent.

(h) Property. The word "Property" means the property located at 2301 Lubbock Highway, Lamesa, Texas, owned by Toot 'N Totum Food Stores, LLC.

(i) Toot 'N Totum. "Toot 'N Totum" means Toot 'N Totum Food Stores, LLC, whose mailing address is 1201 South Taylor, Amarillo, Texas 79101.

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 Toot 'N Totum opens its Lamesa, Texas, location for business, unless terminated sooner under the provisions hereof.

4. **Toot 'N Totum's Representations and Obligations.**

(a) Toot 'N Totum has acquired ownership of the Property.

(b) Toot 'N Totum shall cause a 7500 square foot truck stop and convenience store and a 2500 square foot Wendy's restaurant to be constructed on the Property.

(c) Toot 'N Totum shall complete construction and obtain from the City of Lamesa a Certificate of Occupancy.

(d) Toot 'N Totum shall employ and maintain a minimum of forty (40) full-time equivalent employees through the term of this Agreement.

(e) Toot 'N Totum shall deliver to LEAP a written verification certifying the number of full-time equivalent employees working at its Lamesa, Texas, truck stop, convenience store and restaurant 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 Toot 'N Totum's performance of Toot 'N Totum's obligations set out in Paragraph 4 above, LEAP shall pay to Toot 'N Totum a maximum amount of Three Hundred Thousand Dollars ($300,000.00) to assist Toot 'N Totum with its costs directly related to the construction 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 $300,000.00 in three installments as follows:

(1) $100,000.00 when construction of the truck stop, convenience store and restaurant begins, defined as the first pouring of concrete;

(2) $100,000.00 when Toot 'N Totum obtains a Certificate of Occupancy from the City of Lamesa; and

(3) $100,000.00 when Toot 'N Totum achieves full employment of 40 full time equivalent employees.

(c) The $300,000.00 advanced to Toot 'N Totum by LEAP shall be repayable in five (5) equal annual installments of $60,000.00 each, with the first installment due and payable one (1) year after the date the last advancement is made to Toot 'N Totum under this Agreement. In the event Toot 'N Totum complies with all of the terms and provisions of this Economic Incentive and Performance Agreement, LEAP shall forgive the sum of $60,000.00 at the time each annual installment is due.

In the event Toot 'N Totum does not achieve full employment of 40 full time equivalent employees within one (1) year of obtaining a certificate of occupancy from the City of Lamesa, LEAP shall not be obligated to advance the last $100,000.00 specified in Paragraph 5 (b) (3). The $200,000.00 advanced by LEAP shall be repayable in three (3) equal annual installments of $60,000.00 each and a fourth (4^{th}) and final annual installment of $20,000.00 with such installments being due beginning one (1) year after the date the certificate of occupancy is issued and on the same date annually thereafter. In the event Toot 'N Totum complies with the terms and provisions of this Economic Incentive and Performance Agreement and achieves and maintains a minimum of forty (40) full-time equivalent employees for the preceding year, LEAP shall forgive the annual installment then due.

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

(a) Certificate of Occupancy. Failure of Toot 'N Totum to obtain a Certificate of Occupancy from the City.

(b) Job Creation and Retention. Failure of Toot 'N Totum to employ and maintain a minimum of forty (40) full-time equivalent employees through the term of this Economic Incentive and Performance Agreement beginning one (1) year after obtaining a certificate of occupancy.

(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 Toot 'N Totum.

(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. Toot 'N Totum's or LEAP's insolvency, appointment of receiver for any part of Toot 'N Totum's property, any assignment for the benefit of creditors of Toot'N Totum or LEAP, any type of creditor workout for Toot 'N Totum or LEAP, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Toot 'N Totum or LEAP.

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

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

7. **Effect of an Event of Default.** In the event of a default by Toot 'N Totum, LEAP shall give written notice to Toot'N Totum of the Event of Default, and Toot 'N Totum shall repay to LEAP all amounts previously paid by LEAP to Toot 'N Totum in accordance with the provisions of Paaragraph 5(c) above. In the event LEAP defaults and is unable or unwilling to cure said Event of Default within the prescribed time period, Toot 'N Totum 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.

8. **Termination of Agreement by LEAP Without Default.** LEAP may terminate this Agreement without an Event of Default by Toot 'N Totum and effective immediately if any state or federal statute, regulation, case law, or other 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) Toot 'N Totum shall be entitled to receive from LEAP any financial assistance due Toot 'N Totum through the date of termination; and (ii) LEAP and Toot 'N Totum 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.

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 Toot 'N Totum under this Agreement may not be assigned by Toot 'N Totum without the express written consent of LEAP, which consent will not be unreasonably withheld, conditioned or delayed.

d. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Toot 'N Totum warrants and represents that

the individual or individuals executing this Agreement on behalf of Toot 'N Totum has full authority to execute this Agreement and bind Toot 'N Totum 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.

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 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 Toot 'N Totum 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.

10. **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 any agreement contained in any 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 performance agreement.

[Signature Page to Follow]

EXECUTED to be effective as of the_____day of _____, 2022.

Toot'N Totum Food Stores, LLC
a Texas limited liability company

By: _____
Rodger Hudson, President

Lamesa Economic Alliance Project,
a Texas non-profit corporation

By: _____
Robert C. Henderson, Vice-President

STATE OF TEXAS

COUNTY OF Potter

This instrument was acknowledged before me on this the 8th day of March, 2022, by Rodger Hudson, President of Toot 'N Totum Food Stores, LLC, a Texas limited liability company.

JENNIFER GUERRERO
My Notary ID # 123920383
Expires July 11, 2025

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DAWSON

This instrument was acknowledged before me on the 8th day of March, 2022, by Robert C. Henderson, as Vice-President of Lamesa Economic Alliance Project, a Texas non-profit corporation, on its behalf.

_____
Notary Public, State of Texas

Ramona Ferguson
My Commission Expires
03/09/2025
ID No. 132953017

EXHIBIT "A"

A 7.67 acre tract of land being the South 56.40 feet of Lot 27, and all of Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and the South 56.40 feet of Lot 38, Block 1, and the South 56.40 feet of Lot 31, and all of Lots 32, and 33, Block 2, Industrial Addition to the City of Lamesa, Dawson County, Texas as per Plat recorded in Volume 2, Page 22 of the Plat Records, Dawson County, Texas, and a 0.429 acre tract out of the Southern part of the certain railroad right-of-way conveyed to De Leon Peanut Company by deed dated September 9, 1997 and recorded on July 11, 2002 in Volume 511, Page 425, Deed Records of Dawson County, Texas said 7.670 acre tract being located in Section 41, Block 35, Township 6 North, Georgetown Railway Company Survey, Dawson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with orange plastic cap inscribed "NEWTON" (hereinafter referred to as a NEWTON cap) found in the Southeasterly right-of-way line of U.S. Highway 87 (Volume 143, Page 499, Deed Records of Dawson County, Texas) at the Southwest corner of said Lot 33, Block 1 for the Southwest corner of this tract;

THENCE N. 26°48'28" E. (bearings are grid bearings relative to the Texas Coordinate System, TXNC Zone 4202, NAD83 (2011)), Record Bearing (RB):

N. 26°49'16" E., a distance of 749.00 feet to a NEWTON cap found for the Northwest corner of this tract, same being the Southwest corner of Tract 1 conveyed to RFJ Auto Properties, LLC as described in Special Warranty Deed recorded in Volume 749, Page 494, Official Public Records of Dawson County, Texas;

THENCE S. 63°11'32" E., RB: S. 63°10'44" E., contiguous with the South line of said Tract 1, a distance of 790.69 feet to a bent 1/2" iron rod found in the Southeasterly line of said railroad right-of-way tract for the Northeast corner of this tract, same being the Southeast corner of said Tract 1;

THENCE S. 26°44'33" W., RB: S. 26°45'21" W., contiguous with the Southeasterly line of said railroad right-of-way tract, a distance of 96.11 feet to a NEWTON cap found in the Northerly right-of-way line of County Road 17 (Volume 1, Page 32, Road Minutes of Dawson County, Texas) at the Southeast corner of said railroad right-of-way tract for the Southeast corner of this tract;

THENCE S. 77°17'56" W., RB: S. 77°18'44" W., contiguous with said Northerly right-of-way line, a distance of 163.44 feet to a NEWTON cap found at the Southwest corner of said railroad right-of-way tract and the Southeast corner of said Lot 33, Block 2 for a corner of this tract;

THENCE S. 77°15'29" W., RB: S. 77°16'16" W., contiguous with said Northerly right-of-way line, a distance of 862.05 feet to the POINT OF BEGINNING.

2021 7464

Return To: ALAMO TITLE CO.
2915 W. Bitters - # 301
San Antonio, TX 78248
GF #4000412102689

Notice of Confidentiality Rights:" NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MANY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

(STATE of TEXAS)

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAWSON §

THAT CK CAPITAL Limited Liability Company, a New Jersey Limited Liability Company (herein referred to as "**Grantor**"), whose mailing address is 70 Madison Street, Unit 502, Hoboken, NJ 07030 for and in consideration of the sum of Ten Dollars ($10.00) in hand paid to Grantor by 14 TEXAS REAL ESTATE, LLC, a Texas Limited Liability Company (herein referred to as "**Grantee**"), whose mailing address is 1201 S. Taylor Street, Amarillo, TX 79101, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and hereby grants, bargains, sells and conveys unto Grantee that certain tract of real property located in Dawson County, Texas, more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with (a) any and all appurtenances belonging or appertaining thereto; (b) any and all improvements located thereon; (c) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (d) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (e) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including (without limitation) all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; and (f) all right, title and interest of Grantor, if any, in and to any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including (without limitation) any awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in clauses (a) through (f) above being herein collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in **Exhibit "B"** attached hereto and made a part hereof for all purposes (hereinafter referred to collectively as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to warrant and defend title to the Property against the acts of Grantor and none other, subject to the Permitted Exceptions.

Grantor warrants and represents that all ad valorem taxes and assessments on the Property for the year 2021 and all prior years have been fully paid.

EXECUTED to be effective as of the 12th day of October, 2021.

GRANTOR:

CK CAPITAL Limited Liability Company
a New Jersey Limited Liability Company

By: _____
Name: Chae H. Kim
Title: Sole Member

STATE OF NEW JERSEY §
§
COUNTY OF Hudson §

I CERTIFY that on Oct. 15th, 2021, personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

1. was the maker of the attached instrument;

2. was authorized to and did execute this instrument as Sole Member of CK Capital Limited Liability Company the entity named in this instrument; and

3. executed this instrument as the act of the entity named in this instrument

Jamie Bann
NOTARY PUBLIC

JAMIE L BANN
Notary Public - State of New Jersey
My Commission Expires Aug 21, 2022

EXHIBIT A

Legal description of land:

A 7.67 acre tract of land being the South 56.40 feet of Lot 27, and all of Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and the South 56.40 feet of Lot 38, Block 1, and the South 56.40 feet of Lot 31, and all of Lots 32, and 33, Block 2, Industrial Addition to the City of Lamesa, Dawson County, Texas as per Plat recorded in Volume 2, Page 22 of the Plat Records, Dawson County, Texas, and a 0.429 acre tract out of the Southern part of the certain railroad right-of-way conveyed to De Leon Peanut Company by deed dated September 9, 1997 and recorded on July 11, 2002 in Volume 511, Page 425, Deed Records of Dawson County, Texas said 7.670 acre tract being located in Section 41, Block 35, Township 6 North, Georgetown Railway Company Survey, Dawson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with orange plastic cap inscribed "NEWTON" (hereinafter referred to as a NEWTON cap) found in the Southeasterly right-of-way line of U.S. Highway 87 (Volume 143, Page 499, Deed Records of Dawson County, Texas) at the Southwest corner of said Lot 33, Block 1 for the Southwest corner of this tract;

THENCE N. 26°48'28" E. (bearings are grid bearings relative to the Texas Coordinate System, TXNC Zone 4202, NAD83 (2011)), Record Bearing (RB):
N. 26°49'16" E., a distance of 749.00 feet to a NEWTON cap found for the Northwest corner of this tract, same being the Southwest corner of Tract 1 conveyed to RFJ Auto Properties , LLC as described in Special Warranty Deed recorded in Volume 749, Page 494, Official Public Records of Dawson County, Texas;

THENCE S. 63°11'32" E., RB: S. 63°10'44" E., contiguous with the South line of said Tract 1, a distance of 790.69 feet to a bent 1/2" iron rod found in the Southeasterly line of said railroad right-of-way tract for the Northeast corner of this tract, same being the Southeast corner of said Tract 1;

THENCE S. 26°44'33" W., RB: S. 26°45'21" W., contiguous with the Southeasterly line of said railroad right-of-way tract, a distance of 96.11 feet to a NEWTON cap found in the Northerly right-of-way line of County Road 17 (Volume 1, Page 32, Road Minutes of Dawson County, Texas) at the Southeast corner of said railroad right-of-way tract for the Southeast corner of this tract;

THENCE S. 77°17'56" W., RB: S. 77°18'44" W., contiguous with said Northerly right-of-way line, a distance of 163.44 feet to a NEWTON cap found at the Southwest corner of said railroad right-of-way tract and the Southeast corner of said Lot 33, Block 2 for a corner of this tract;

THENCE S. 77°15'29" W., RB: S. 77°16'16" W., contiguous with said Northerly right-of-way line, a distance of 862.05 feet to the POINT OF BEGINNING.

EXHIBIT B
EXCEPTIONS FROM COVERAGE

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Recorded in Volume 142, Page 388 of the Deed Records, Dawson County, Texas.

   Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Shortages in area or boundary lines.

3. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years.

4. The following matters and all terms of the documents creating or offering evidence of the matters:

   a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

   b. Those liens created at closing, if any, pursuant to lender instructions.

   c. Reservation of oil, gas, and other minerals, together with all rights incident thereto, as reserved and described in Quit Claim Deed dated October 6, 1993, Atchison, Topeka & Santa Fe Railway Company to South Plains Lamesa Railroad, a Texas Limited Liability Company, recorded in Volume 451, Page 391 of the Deed Records, Dawson County, Texas.

   d. Reservation of assignable license, together with all rights incident thereto, as reserved and described in Quit Claim Deed dated October 6, 1993, Atchison, Topeka & Santa Fe Railway Company to South Plains Lamesa Railroad, a Texas Limited Liability Company, recorded in Volume 451, Page 391 of the Deed Records, Dawson County, Texas.

   e. Reservation of Easements, together with all rights incident thereto, as reserved and described in Quit Claim Deed dated October 6, 1993, Atchison, Topeka & Santa Fe Railway Company to South Plains Lamesa Railroad, a Texas Limited Liability Company, recorded in Volume 451, Page 391 of the Deed Records, Dawson County, Texas.

   f. Lamesa-O'Donnell Road lying East of The Pecos and Northern Texas Railroad right-of-way, together with all rights incident thereto, described in Road Minutes, dated December 14, 1914, and recorded in Volume 1, Page 32, Road Minutes of Dawson County, Texas, Commissioners Court, Dawson County, Texas.

   g. Right of Way Easement, together with all rights incident thereto, dated March 24, 1949, Mrs. T.A. Miller, et al to Texas Electric Service Company, recorded in Volume 99, Page 386 of the Deed Records, Dawson County, Texas.

   h. Right of Way Easement, together with all rights incident thereto, dated August 24, 1955, George B. Miller, et al, to the State of Texas, recorded in Volume 143, Page 499 of the Deed Records, Dawson County, Texas.

i. Reservation of all oil, gas and other minerals, together with all rights incident thereto, as reserved and described in Warranty Deed dated October 10, 1961, Ed. H. Miller, et al, to Miller Development Company, recorded in Volume 191, Page 141 of the Deed Records, Dawson County, Texas.

j. Covenant Not to Use Property as Drill Site or For Mineral Development, together with all rights incident thereto, dated May 23, 1996, James Linton Rentfro, II, et al, recorded in Volume 378, Page 711 of the Deed Records, Dawson County, Texas.

k. Ordinance closing streets and alleys, together with all rights incident thereto, dated May 28, 1996, Dawson County Commissioner's Court, recorded in Volume 472, Page 555 of the Deed Records, Dawson County, Texas.

l. Easement, together with all rights incident thereto, dated June 19, 2006, Benny C. Boyd, Sr., to Lyntegar Electric Cooperative, Inc., recorded in Volume 599, Page 291 of the Official Public Records, Dawson County, Texas.

m. Easement and Right of Way, together with all rights incident thereto, dated September 25, 2012, Benny Boyd Chevrolet-Chrysler-Dodge-Jeep, Ltd., to the City of Lamesa, recorded in Volume 691, Page 367 of the Official Public Records, Dawson County, Texas.

n. Covenants running with the land, together with all rights incident thereto, as described in Warranty Deed dated August 27, 2013, Benny Boyd Chevrolet-Chrysler-Dodge-Jeep, Ltd. to Mahendra Govind, recorded in Volume 716, Page 353 of the Official Public Records, Dawson County, Texas.

o. Right of Way Easement, together with all rights incident thereto, dated March 25, 2014, Wells Fargo Bank, NA, as Independent Executor of the Estate of John Saleh, Deceased to The City of Lamesa, recorded in Volume 736, Page 366 of the Official Public Records, Dawson County, Texas.

p. Right of Way Easement, together with all rights incident thereto, dated June 21, 2014, Mahendra Govind, dealing in their sole and separate property to The City of Lamesa, recorded in Volume 747, Page 359 of the Official Public Records, Dawson County, Texas.

q. Covenants running with the land, together with all rights incident thereto, as described in Special Warranty Deed dated December 3, 2014, Mahendra Govind to Dipika Patel, recorded in Volume 759, Page 288 of the Official Public Records, Dawson County, Texas. (The Company makes no representation as to the present ownership of any such interests.)

r. Water Use Permit filed October 15, 2004 and issued November 30,2016 by the Texas Commission On Environmental Quality, Brazos River Authority, Permittee recorded on January 18, 2017, in Volume 806, Page 82 of the Official Public Records, Dawson County, Texas.

s. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 21-AS0095
Dated: July 13, 2021
Prepared by: Cyril H. Turner, R.P.L.S. No. 6460
Matters shown:
- existing septic tank on Northeast side of property

- sewer line extending from 50x50 permanent utility easement

FILED FOR RECORD
CLARE CHRISTY - COUNTY CLERK
DAWSON COUNTY, TEXAS

INST NO:2021-7454

FILED ON: OCTOBER 28, 2021 AT 2:30pm
THE INSTRUMENT CONTAINED 5 PAGES AT FILING
FILED BY: BCONTRERAS

THE STATE OF TEXAS
COUNTY OF DAWSON

I, Clare Christy, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 28th day of October 2021 at 2:30 PM and duly recorded on that date, in the Official Public Records of said county.

Instrument # 2021-7454 , 5 Pages

Clare Christy County Clerk

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 13**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC DEVELOPMENT CORPORATION AND RYAN OWENS DOING BUSINESS AS RYNO RECYCLE**

PROCEEDING:

SUBMITTED BY: EDC Director

EXHIBITS: Resolution

AUTHORITY:

SUMMARY STATEMENT

City Council to consider passing a resolution approving an economic incentive and performance agreement between Lamesa Economic Development Corporation and Ryan Owens doing business as Ryno Recycle.*(EDC Director)*

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to pass a resolution approving an economic incentive and performance agreement between Lamesa Economic Development Corporation and Ryan Owens doing business as Ryno Recycle. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF 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 DEVELOPMENT CORPORATION AND RYAN OWENS DOING BUSINESS AS RYNO RECYCLE.

On the 15th day of March, 2022, 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 Development Corporation has deemed it in the best interest of Lamesa Economic Development Corporation to enter into an Economic Incentive and Performance Agreement with Ryan Owens doing business as Ryno Recycle to assist with the opening of a recycling 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 Development Corporation and Ryan Owens doing business as Ryno Recycle 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 this the 15th day of March, 2022, 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:

_____
Betty Conde
City Secretary

APPROVED:

_____
Josh Stevens
Mayor

ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

THIS Economic Incentive and Performance Agreement ("Agreement") is made and entered into by and between Lamesa Economic Development Corporation, a Texas non-profit corporation ("LEDC"), and Ryan Owens doing business as Ryno Recycle ("Ryno"), effective as of the date the authorized representative for the LEDC signs this Agreement ("Effective Date").

RECITALS

LEDC is a Type A 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

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

The LEDC board of directors has determined and found that the Project, as herein defined, will create jobs as defined by Section 505.155 of the Act, and that the expenditures of the LEDC 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

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

Ryno has applied to LEDC for financial assistance necessary for the opening of a recycling business to be located in Lamesa, Texas; and

The LEDC Board of Directors approved the provision of financial assistance to Ryno consistent with this Agreement at its meeting held on December 20, 2021, which will provide to Ryno, subject to its satisfaction of certain conditions set forth herein, the financial assistance for Ryno to open the recycling business that which is projected by Ryno to create a minimum of four (4) full-time equivalent employment positions; and

The LEDC's Board of Directors has determined the financial assistance provided to Ryno 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, that creates or maintains jobs under the applicable sections of the Development Corporation Act and meets the definition of "cost" as that term is defined in Section 501.152 of the Texas Local Government Code; and

Ryno 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 LEDC which exceed $10,000.00, and accordingly this Agreement is not effective

until the City Council has approved this project and expenditure.

NOW, THEREFORE, for and in consideration of the financial assistance provided to Ryno and in consideration of the mutual promises and benefits of this agreement, LEDC and Ryno 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) LEDC. "LEDC" shall mean the Lamesa Economic Development Corporation, a Type A 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 recycling business in Lamesa, Texas, that employs a minimum of four (4) full-time equivalent employees.

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 Ryno opens its Lamesa, Texas, location for business, unless terminated sooner under the provisions hereof.

4. Financial Assistance by LEDC. LEDC agrees to advance to Ryno a maximum amount of Fifty Thousand Dollars ($50,000.00) to assist Ryno with its costs directly related to the purchasing of three trailers and two trucks, hiring and training of employees, and other costs directly related to the Project. Ryno shall repay the $50,000.00 advanced by LEDC in five (5) annual installments of $10,000.00 each, with the first installment due and payable one (1) year after the $50,000.00 has been advanced to Ryno and with a $10,000.00 installment due on or before the same day of each successive year thereafter.

5. **Loan Forgiveness.** In the event Ryno complies with all of the terms and provisions of this Economic Incentive and Performance Agreement, LEDC shall forgive the annual installments of $10,000.00 as and when such installments become due.

Until such time as the amount advanced to Ryno is paid or satisfied as provided herein, Ryno shall:

(a) open and continuously operate a recycling business with a location within the City.

(b) employ and maintain a minimum of four (4) full-time equivalent employees through the term of this Agreement.

(c) deliver to LEDC a written verification certifying the number of full-time equivalent employees working at its Lamesa, Texas, recycling business prpior to the date each installment is due (the "Compliance Verification"). The Compliance Verification may include quarterly IRS 941 returns or Texas Workforce Commission Employer Quarterly Reports.

6. **Default.** In the event Ryno fails to maintain and operate the recycling business or to maintain the equivalent of four (4) full-time employees during the year prior to the date such annual installment is due, such annual installment shall be paid as set out in Paragraph 4 above.

7. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

8. **Statutory Notice.**

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.

EXECUTED to be effective as of the_____day of _____, 2022.

_____
Ryan Owens, doing business as Ryno Recycle

Lamesa Economic Development Corporation,
a Texas non-profit corporation

By: _____
Robert C. Henderson, Vice- President

STATE OF TEXAS

COUNTY OF DAWSON

This instrument was acknowledged before me on this the_____ day of _____, 2022, by Ryan Owens, doing business as Ryno Recycle.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DAWSON

This instrument was acknowledged before me on the _____day of _____, 2022, by Robert C. Henderson, as Vice-President of the Board of Directors of Lamesa Economic Development Corporation, a Texas non-profit corporation, on its behalf.

_____
Notary Public, State of Texas

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 14**

SUBJECT: **AN ORDINANCE GRANTING TO RYAN OWENS DOING BUSINESS AS RYNO RECYCLE THE RIGHT AND CONSENT FOR THE USE OF ITS PRESENT AND FUTURE STREETS AND ALLEYS IN SAID CITY UNDER REGULATIONS AND RESTRICTIONS AS STATED THEREIN AND PROVIDING THAT THE SAID CITY SHALL RECEIVE AN ANNUAL PAYMENT FOR SAME**

PROCEEDING: Ordinance, First Reading

SUBMITTED BY:

EXHIBITS:

AUTHORITY:

SUMMARY STATEMENT

City Council to consider passing an ordinance on first reading granting Ryan Owens doing business as Ryno Recycle the right and consent for the use of its present and future streets and alleys in said city under regulations and restrictions as stated therein and providing that the said city shall receive an annual payment for same.*(City Manager)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to pass an ordinance on first reading granting Ryan Owens doing business as Ryno Recycle the right and consent for the use of its present and future streets and alleys in said city under regulations and restrictions as stated therein and providing that the said city shall receive an annual payment for same. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO RYAN OWENS DOING BUSINESS AS RYNO RECYCLE THE RIGHT AND CONSENT FOR THE USE OF ITS PRESENT AND FUTURE STREETS AND ALLEYS IN SAID CITY UNDER REGULATIONS AND RESTRICTIONS AS STATED THEREIN AND PROVIDING THAT THE SAID CITY SHALL RECEIVE AN ANNUAL PAYMENT FOR SAME.

On this the 15th day of March, 2022, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

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

Section 1. That the City of Lamesa, herein called "City", hereby grants its consent to the use of its present and future streets and alleys by Ryan Owens doing business as Ryno Recyle, hereby called "Ryno", for the purposes of placing and maintaining in, along and across the present and future streets and alleys of the City of Lamesa, Texas, and its successors, collection bins and containers, with all necessary or desirable appurtenances, for its own use for the purpose of collecting recyclable materials within the City of Lamesa, said consent being granted for a term of two (2) years commencing April 19, 2022, and terminating without further notice on April 18, 2024.

Section 2. Collection bins and containers shall be so placed and maintained as to not unreasonably interfere with traffic over and across the City's streets and alleys.

Section 3. Ryno's property and operations in the City shall be subject to such regulations by the City as may be reasonably necessary for the protection of the general public.

Section 4. Ryno shall hold the City harmless from all expense and liability for any act or negligence caused by the operations of Ryno in connection with the operation of the recycling business within the City.

Section 5. In consideration of the grant of this privilege and franchise by the City and as full payment for the privilege of using and occupying the streets and alleys and other public places within the city, and in lieu of any license and inspection fees or charges, street taxes, street or alley rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered by law to levy and collect (excepting only the usual or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property), Ryno shall pay to the City of Lamesa, Texas, annually, and on or before April 30 following each year of the term hereof,

beginning April 30, 2023, an amount equivalent to Zero percent (0.0%) of the gross receipts collected by Ryno during the preceding year from the residential and commercial customers of Ryno located within the corporate limits of the City. On or before the 30th day of April of each year hereafter, a report shall be filed with the City by Ryno showing the gross receipts collected, as aforesaid, for the preceding year, and the payment made hereunder shall be based upon such report.

Section 6. Nothing herein contained shall ever be held or construed to confer upon Ryno, his successors or assigns, exclusive rights or privileges of any nature whatsoever.

Section 7. Should Ryno fail to substantially comply with the conditions of this franchise, the City shall have the right, by Ordinance duly passed therefore, to forfeit all the rights and franchises herein granted to Ryno; provided, however, the City shall give Ryno thirty (30) days notice in writing, specifying the conditions claimed to have been violated, and giving full and fair opportunity to be heard thereon, before declaring such forfeiture, which notice shall fairly and fully set out all of the conditions claimed and complained of, and shall be given by the said City and shall be signed by the City Secretary under the seal of the City, after having been properly authorized by the Mayor and governing body of the City; and further, provided, however, Ryno shall have thirty (30) days after receiving such notice in which to rectify and correct such violations and to substantially comply with the terms and conditions of this Ordinance. Should any violation of this Ordinance so complained of not have been rectified and corrected and the terms and conditions of this Ordinance substantially completed with at the end of said thirty (30) days, then, and in that event, the City shall have the power to forfeit this franchise on account of the violations specified in such notice

Section 8. This Ordinance shall not become effective until Ryno has accepted it in writing. Such acceptance shall be given to the City by Ryno within 30 days after final passage hereof.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the 15th day of March, 2022, by a majority vote; and Passed on Second Reading this 19th day of April, 2022, 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 Council Agenda

City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 15**

SUBJECT:	**A RESOLUTION OF THE CITY OF LAMESA , TEXAS , APPROVING THE SALE OF REAL PROPERTY LOCATED IN THE CITY OF LAMESA BY THE ECONOMIC DEVELOPMENT COPORATION TO BEAR OILFIELD SERVICES, LLC.:**
PROCEEDING:	Action Item
SUBMITTED BY:	EDC
EXHIBITS:	Resolution

SUMMARY STATEMENT

City Council to consider passing a resolution of the sale of real property by the Economic Development Corporation to Bear Oilfield Services, LLC. (*EDC Director*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider approving a resolution of the sale of real property by the Economic Development Corporation to Bear Oilfield Services, LLC.. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE SALE OF REAL PROPERTY LOCATED IN THE CITY OF LAMESA BY THE LAMESA ECONOMIC DEVELOPMENT CORPORATION TO BEAR OILFIELD SERVICES, L. L. C.

On the 15th day of March, 2022, 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 Lamesa Economic Development Corporation has deemed it in the best interest of the Lamesa Economic Development Corporation to sell the following described property to Bear Oilfield Services, L. L. C., a Texas limited liability company, on the terms and conditions set out in the Contract attached hereto, to-wit:

> All of that 13.52 acre tract of land located in the South part of Section 5 and the North part of Section 8, Block 35, T-5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, said 13.52 acre tract being more particularly described as follows:
>
> BEGINNING at a ½" iron rod with cap marked "NEW SURVEYING" set in the East line for said Section 8, for the Southeast corner of that certain 210 foot by 210 foot tract of land described in deed from T.A. Miller to T.J. Farrow dated September 9, 1924, and recorded in Volume 34, Page 82, of the Deed Records of Dawson County, Texas, and for the most Easterly-Northeast corner of said Section 8 and the Southeast corner of said Section 5 bears N. 12°55'37"W. 210.00 feet (bearings compared to the Texas Coordinate System of 1983, North Central Zone, distances are true at an averaged surface elevation);
>
> THENCE S. 12°55'37"E., along the East line of said Section 8, a distance of 31.00 feet to an ½" iron rod with cap marked "NEWTON SURVEYING" set for the Southeast corner of this tract;
>
> THENCE S.77°51'35"W., 2152.06 feet to a ½" iron rod with cap marked "NEWTON SURVEYING" set for the Southwest corner of this tract;
>
> THENCE N.12°58'47"W., at 222.13 feet pass the North line of said Section 8 and the South line of said Section 5, in all 300.00 feet to a ½" iron rod with cap marked "NEWTON SURVEYING" set in the Southerly right-of-way line of State F.M. Highway 827 (R/W V. 101, P. 483, D.R.) for the Northwest corner of this tract;
>
> THENCE N. 77°51'35"E., along said Southerly right-of-way line of State F.M. Highway 827, a distance of 1942.32 feet to a ½" iron rod with cap

marked "NEWTON SURVEYING" found for the most Northerly-Northeast corner of this tract;

THENCE S.12°55'37"E., at 60.84 feet pass the South line of said Section 5 and the North line of said Section 8, at the Northwest corner of said 210 foot by 210 foot tract, in all 270.84 feet to a ½" iron rod with cap marked "NEWTON SURVEYING" found for the Southwest corner of said 210 foot by 210 foot tract, and a corner of this tract;

THENCE N. 77°21'33"E. 210.00 fee to the PLACE OF BEGINNING;

SAVE and EXCEPT the West 726 feet of said 13.52 acre tract;

FURTHER SAVE AND EXCEPT all oil, gas and other minerals in, on, under or that may be produced from said land;

SUBJECT TO all valid, existing mineral reservations and conveyances and easements and rights-of-way, if any, affecting said property of record in the Office of the County Clerk of Dawson County, Texas.

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to approve such purchase.

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 sale of the above described real property by the Lamesa Economic Development Corporation to Bear Oilfield Services, L. L. C., on the terms and conditions set out in the Contract attached hereto.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 15th day of March, 2022, 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:

Betty Conde, City Secretary

APPROVED:

Josh Stevens, Mayor

COPY

CONTRACT OF SALE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAWSON

THAT THIS IS EVIDENCE IN WRITING of a Contract of Bargain and Sale entered into this day by and between Lamesa Economic Development Corporation, a Texas non-profit corporation, the mailing address of which is 123 Main Avenue, Lamesa, Dawson County, Texas, herein called "Seller", and Bear Oilfield Services, L.L.C., a Texas limited liability company, the mailing address of which is P. O. Box 338, O'Donnell, Texas 79351, hereafter called "Buyer".

W I T N E S S E T H :

1. PROPERTY: Seller is the owner of all of that real property located in Dawson County, Texas, (the "Property") which Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, on the terms and conditions hereafter set forth, the Property being more particularly described as follows, to-wit:

> All of that 13.52 acre tract of land located in the South part of Section 5 and the North part of Section 8, Block 35, T-5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, said 13.52 acre tract being more particularly described as follows:
>
> BEGINNING at a ½" iron rod with cap marked "NEW SURVEYING" set in the East line for said Section 8, for the Southeast corner of that certain 210 foot by 210 foot tract of land described in deed from T.A. Miller to T.J. Farrow dated September 9, 1924, and recorded in Volume 34, Page 82, of the Deed Records of Dawson County, Texas, and for the most Easterly-Northeast corner of said Section 8 and the Southeast corner of said Section 5 bears N. 12°55'37"W. 210.00 feet (bearings compared to the Texas Coordinate System of 1983, North Central Zone, distances are true at an averaged surface elevation);
>
> THENCE S. 12°55'37"E., along the East line of said Section 8, a distance of 31.00 feet to an ½" iron rod with cap marked "NEWTON SURVEYING" set for the Southeast corner of this tract;
>
> THENCE S.77°51'35"W., 2152.06 feet to a ½" iron rod with cap marked "NEWTON SURVEYING" set for the Southwest corner of this tract;
>
> THENCE N.12°58'47"W., at 222.13 feet pass the North line of said Section 8 and the South line of said Section 5, in all 300.00 feet to a ½" iron rod with cap marked "NEWTON SURVEYING" set in the Southerly right-of-way line

of State F.M. Highway 827 (R/W V. 101, P. 483, D.R.) for the Northwest corner of this tract;

THENCE N. 77°51'35"E., along said Southerly right-of-way line of State F.M. Highway 827, a distance of 1942.32 feet to a ½" iron rod with cap marked "NEWTON SURVEYING" found for the most Northerly-Northeast corner of this tract;

THENCE S.12°55'37"E., at 60.84 feet pass the South line of said Section 5 and the North line of said Section 8, at the Northwest corner of said 210 foot by 210 foot tract, in all 270.84 feet to a ½" iron rod with cap marked "NEWTON SURVEYING" found for the Southwest corner of said 210 foot by 210 foot tract, and a corner of this tract;

THENCE N. 77°21'33"E. 210.00 fee to the PLACE OF BEGINNING;

SAVE and EXCEPT the West 726 feet of said 13.52 acre tract;

FURTHER SAVE and EXCEPT Seller reserves unto itself, its successors and assigns, all oil, gas and other minerals now owned by Seller in, on, under or that may be produced from said land;

SUBJECT TO all valid, existing restrictions, mineral reservations and mineral conveyances and easements and rights-of-way, if any, affecting said property of record in the Office of the County Clerk of Dawson County, Texas.

2. CONSIDERATION: The total consideration to be paid for the Property is the sum of $42,600.00, to be paid in cash by Buyer to Seller at the time this transaction is closed.

3. TITLE: At the time this transaction is closed, Seller shall furnish to Buyer, at Seller's expense, a policy of owner's title insurance written by a reputable title insurance company, with said policy to insure good and indefeasible fee simple title to the Property in question in the Buyer in at least the amount of the consideration specified herein, and subject only to those matters which are contained in this contract. Within a reasonable time after the execution of this contract and prior to the closing of this transaction, Seller shall cause a title commitment for an owner's policy of title insurance to be issued and furnished to Buyer. Buyer shall have a reasonable time after the receipt of such commitment in which to examine the commitment. If the commitment contains any exceptions or title defects other than the standard exceptions normally found in title insurance policies, any present liens which will be released prior to or contemporaneously with closing, or easement or right-

of-way exceptions which constitute easements which are not actually visible on the ground, then Buyer shall notify Seller in writing of such objections to title. If Buyer approves the title commitment or if Seller agrees, in writing, to cure any title objections by Buyer, then this Contract will be in full force and effect. Seller is not obligated to cure any such objections, but if Seller agrees to cure any such objections, Seller shall immediately undertake reasonable action to cure all title objections to which Seller agrees to cure. If Seller does not agree to cure such title objections and Buyer rejects title, any escrow deposit will be returned to Buyer and this Contract shall be declared null and void at no further cost to either party. Buyer shall pay the premium for any title insurance loan policy.

4. TAXES: No ad valorem taxes are owed in connection with the Property for the year 2022. Buyer shall pay all ad valorem taxes owed in connection with the Property for the year 2023 and thereafter.

5. NO ESCROW: It is agreed that no escrow deposit shall be made, but that in the event either party to this contract, Seller or Buyer, defaults, with the other party not being in default, then the party not in default shall be entitled to have specific performance of this contract or, alternatively, to recover his damages from the party not in default and in either event to also recover reasonable attorney's fees in enforcing this contract or recovering such damages.

6. In the event this contract is not consummated by reason of the Seller's failure through no fault of Seller to provide indefeasible title, Buyer shall have the option of accepting such title as Seller may furnish for the consideration above specified or canceling this contract, in which event neither party shall be liable for damages, and if any escrow deposit has been made by either party to this contract, same shall be returned to the party making such deposit.

7. This contract is performable in all respects in Dawson County, Texas, and any suit to enforce same or to recover damages for the breach hereof shall be maintained in Dawson County, Texas.

8. Time is of the essence of this contract.

9. CLOSING: This transaction shall be closed in the office of Fulbright & Casselberry, 211 North Houston Avenue, Lamesa, Texas, or at any other place agreed to by Buyer and Seller, as soon as reasonably possible after Seller is in a position to furnish indefeasible title to the property.

10. POSSESSION: Buyer shall have possession of the Property upon the closing of this transaction.

11. NOTICE TO SELLER AND BUYER AS REQUIRED BY LAW. YOU ARE ADVISED THAT IF SELLER IS PROVIDING AN ABSTRACT, BUYER SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY, IF ANY, EXAMINED BY AN ATTORNEY OF BUYER'S SELECTION, OR YOU ARE ADVISED THAT BUYER SHOULD BE FURNISHED WITH OR OBTAIN A TITLE POLICY. IF A TITLE POLICY IS TO BE OBTAINED, BUYER SHOULD OBTAIN A COMMITMENT FOR TITLE INSURANCE WHICH SHOULD BE EXAMINED BY AN ATTORNEY OF BUYER'S CHOICE AT OR PRIOR TO CLOSING.

12. Buyer and Seller agree that no broker or other real estate agent has been employed by either party to this agreement and no real estate commission is payable in connection with this transaction.

13. All costs not provided for elsewhere in this agreement shall be allocated in accordance with the usual and accepted custom in Dawson County, Texas, of allocating costs between Seller and Buyer.

14. At the time this transaction is closed, the Property shall be conveyed to Buyer by a Special Warranty Deed in the usual and customary form conveying indefeasible fee simple title to the Property, subject only to the matters permissible under the provisions of this contract and the exception and reservation to restrictions, mineral reservations and conveyances, easements and rights-of-way, if any, affecting said premises.

16. Buyer acknowledges that Seller's obligations hereunder are contingent upon this contract being approved by the City Council of the City of Lamesa, Texas.

17. SURVEY: If Buyer desires to have the property surveyed, such survey shall be done at Buyer's expense and the surveyed description shall be substituted for the description of the Property set out in Paragraph 1 above.

18. The deed from Seller to Buyer shall contain the following repurchase option:

> "In the event Grantee does not commence construction of an office and shop building of at least 8000 square feet on the Property within 18 months from the date of this deed, then Grantor shall have the option, but not the obligation, to repurchase the Property from Grantee for the same consideration Grantee has paid Grantor for the Property. The "roughing in" of the plumbing for the improvements being constructed on the Property shall be deemed the commencement of construction."

DATED this the 2nd day of March, 2022.

Seller:

Lamesa Economic Development Corporation

By: _____
Robert C. Henderson, Vice-President

Buyer: Bear Oilfield Services, LLC

By: _____
Shannon Forbes, President

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 16**

SUBJECT:	**ORDINANCE TO AMENDING CHAPTER 2 ENTITLED "ANIMAL CONTROL" OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS**
PROCEEDING:	Second Reading
SUBMITTED BY:	City Staff
EXHIBITS:	Ordinance

SUMMARY STATEMENT

City Council to approve an Ordinance on second reading amending Chapter 2 entitled "Animal Control" of the Code of Ordinances of the City of Lamesa, Texas..

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve an Ordinance on second reading amending Chapter 2 entitled "Animal Control" of the Code of Ordinances of the City of Lamesa, Texas. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 ENTITLED "ANIMAL CONTROL" OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS.

On the 15th day of March, 2022, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551) and 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 Chapter 2 of the Code of Ordinances of the City of Lamesa, which amendment is in the best interest of the City of Lamesa.

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

SECTION 1. That Chapter 2 of the Code of Ordinances of the City of Lamesa, Texas, entitle ANIMAL CONTROL, be, and is hereby, amended to read as follows:

CHAPTER 2
ANIMAL CONTROL

Sec. 2.01 Definitions

The following definitions shall apply to this Chapter:

Animal. Any living creature, including, but not limited to, dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Animal Control. The Animal Control Division of City of Lamesa.

Animal Control Officer. Any person designated by the Chief of Police to enforce the provisions of this Article.

Chief of Police. The Chief of Police of the City of Lamesa.

City. The City of Lamesa, Texas.

Commercial Business. A facility that regularly sells animals.

Commercial Stable. A facility where a fee is charged to house, pasture or rent horses or other livestock.

Dangerous Dog. A dog defined in Section 822.041 of the Texas Health and Safety Code as:

(A) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or

(B) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Dangerous Reptile. Any reptile that as a result of its physical makeup or nature is capable of inflicting physical harm or death to human beings or animals as herein defined. This shall include all constrictors in excess of six (6) feet in length.

Household. Those persons who dwell at the same address.

Large Livestock. Horses of any member of the domesticated horse family, including, but not limited to, mules, donkeys and ponies, and all types and varieties of cattle, bulls and all members of said species

Owner. Any person, firm or corporation having title to any animal, or a person who has, harbors or keeps, or who causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises.

Rabies. An acute viral disease of man and animal affecting the central nervous system and usually transmitted by the animal bite.

Bite. Any abrasion, puncture or tear of the skin actually caused or suspected of being caused by the teeth or claws of any animal.

Scratch. Any abrasion, puncture or tear of the skin actually caused or suspected of being caused by the claws of any animal.

Running At Large. Not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property.

Small Livestock. All types of domesticated swine, sheep and goats.

Vicious Animal. Any individual animal of any species that has on two (2) previous occasions, without provocation, attacked or bitten any person or other animal, or any individual animal which the Chief of Police has reason to believe has a dangerous disposition, or any species of animal which the Animal Control Officer has reason to believe has a dangerous disposition likely to be harmful to humans or other animals.

Wild Animal. Any poisonous or dangerous reptile or any other animal which can normally be found in the wild state not normally capable of being domesticated, including, but not limited to, skunks, foxes, leopards, panthers, tigers, lions, lynx, unless certified for medical, biological, herpetological or other scientific research or study.

Sec. 2.02 Fees

Sec. 2.02.01 Registration Fees

(a) Application Fee. Application for initial issuance or renewal of each registration must be made by the owner in writing or in person and be accompanied by any fee set by the City by ordinance.

(b) Duplicate Certificate. If the original current registration certificate is lost or destroyed, the owner may obtain a duplicate registration from the Chief of Police by paying a fee of eight dollars ($8.00).

Sec. 2.02.02 Impoundment and Handling Fees

In addition to any other applicable fees, a daily handling fee of $20.00 shall be charged for every day, or fraction thereof, that an animal is at the animal shelter.

Impoundment fees are:

(1) Dogs and cats $35.00 each
(2) Small Livestock $40.00 each

(3) Large Livestock $50.00 each

Sec. 2.02.03 Adoption Fees

An adoption fee of $35.00 will be charged for any animal adopted from the City of Lamesa Animal Shelter.

Sec. 2.02.04 Owner Surrender Fee An owner surrender fee of $150.00 will be charged for any animal that is surrendered by an owner to the City of Lamesa.

Sec. 2.022.05 Commercial Fees The fees to be charged for the following permits shall be:

(a) Grooming $10.00
(b) Show or Exhibition $10.00
(c) Dealer (retail or distributor) $25.00
(d) Commercial Stables $25.00

Persons requiring more than one permit shall be charged only one fee for all of the permits. The fee shall be the highest permit fee that would have been charged for an individual permit.

Sec. 2.03 Enforcement

Enforcement of this article shall be the responsibility of the Chief of Police or any animal control officer. Any animal control officer shall have the authority to issue citations for any violation of this article. If the person being cited is not present, the animal control officer may send the citation to the alleged offender by registered or certified mail. It shall be unlawful for any person to interfere with any animal control officer in the performance of his or her duties. No person shall give false information to the animal control officer in the performance of the animal control officer's duties.

Sec. 2.04 Entry onto private premises

(a) If persons keeping animals within the City of Lamesa or other areas within the jurisdiction of the animal control officer refuse to permit access to the area or place where such animal or animals are kept, the animal control official shall seek the necessary court authorization to enter the premises.

(b) Any animal observed by the animal control officer or peace officer, which in the officer's opinion is in immediate danger of death or serious bodily injury, may be removed from such situation by the quickest and most reasonable means available. It shall be the responsibility of the animal's custodian to repair any damage to their property or the property of others caused by the removal of the animal from the dangerous situation.

(c) The animal control officer or peace officer has the right to pursue and apprehend animals running at-large onto private property while enforcing the provisions of this chapter.

Sec. 2.05 Running at Large

(a) It shall be unlawful for any dog or other animal possessed, kept or harbored, other than a cat, to run at large as defined in Section 2.01 of this ordinance.

(b) The Chief of Police is authorized to impound such animals running at large, other than a cat, and may impound a cat under conditions specified in Section 2.06 of this ordinance, and when he has received a complaint that the cat causes a nuisance or hazard to the health or welfare of human or animal population.

Sec. 2.06 Animal Registration

(a) Vaccination Required. All dogs and cats over six (6) months of age must be vaccinated annually for rabies with an anti-rabies vaccine approved and administered by a duly authorized veterinarian. A metal certificate of vaccination with the year of vaccination, a certificate number, and the name, address and phone number of the vaccinating veterinarian, must be securely attached to a collar or harness that must be worn by the dog at all times. Cats shall not be required to wear the metal certificate, but the owner of the cat shall produce the metal certificate upon request of the Chief of Police or the animal control officer. In addition to the metal certificate, a paper

certificate must be issued stating the name of the owner, the address of the owner, description of the dog or cat, the date of the vaccination, the number of the metal certificate and the kind of vaccine used.

(b) When Registration Required; Certificate. No owner shall have within the City any dog or cat six (6) months of age or older unless such dog or cat is currently registered with animal control. No dog or cat shall be registered without proof of current rabies vaccination. No dog or cat over the age of one (1) year shall be registered without proof of being spayed or neutered. Animals may be exempted from the sterilization requirement upon written recommendation from a veterinarian that such alteration would be harmful or dangerous to the animal.

(c) Application; Fee. Application for initial issuance or renewal of each registration must be made by the owner in writing or in person and be accompanied by any ee set by the City.

(d) Duplicate Certificate. If the original current registration certificate is lost or destroyed, the owner may obtain a duplicate registration from the chief of police by paying a fee as set forth in this code.

(e) Renewal of Registration. Registration certificates shall be renewed annually. The registration period will be from January 1 to December 31. Certificates for the new period shall be available at least thirty (30) days in advance of, and sixty (60) days following, January 1st and shall constitute a valid registration upon issuance. Registration and/or vaccination certificates (and tags) shall be valid only for the animal for which it was originally issued.

(f) Transferal of Registration. If there is a change in ownership of registered dog or cat, the new owner shall have the registration transferred to his name. There shall be no charge for said transfer. Application for such transfer shall be made to animal control in writing or in person.

(g) Fee-Exempt Registration. Fee-exempt registrations may be issued for the following, **provided however**, fee-exempt registration does not relieve the owner of the animal from the other requirements of this ordinance:

(1) Police or Sheriff's Office dog;
(2) Dogs certified to assist the audio or visually impaired person;
(3) Any certified dog that is assigned to any Veteran to assist with PTSD; and
(4) Any other certified type of emotional, physical or therapeutic support.

(h) Denial of Registration. The Chief of Police may refuse to register a cat or dog, or may revoke a permit issued to any person who has been convicted in any duly authorized court of jurisdiction in the State of Texas, or resides with any person so convicted of any of the following:

(1) Cruelty to animals as defined in the Texas Penal Code, Article 42.11, inhumane treatment or negligence to an animal; or

(2) Conviction of four (4) or more separate and distinct violations of an animal control ordinance of a municipality in the State of Texas within any twelve-month period.

(i) Appeal After Denial of Registration. Any person denied such a registration may appeal the refusal to a committee made up of the Chief of Police or his appointed representative, the City Manager or his appointed representative, and the City Attorney or his appointed representative.

(j) Guard Dogs. Every person having care, control, or custody of any dog which has received guard dog training must register such dog with the Chief of Police. Any dog which has received guard dog training may be destroyed when such dog is found running at large. The owners or keepers of guard dogs shall be subject to the other provisions of this article. An ID collar identifying the dog as a guard dog must be worn at all times and the dog must wear a muzzle when out of confinement.

(k) Limitation as to number of animals. No more than six (6) animals may be registered to any household located within the City unless a member of the household holds a dealer's license.

Sec. 2.07 Reserved

Sec. 2.08 Impoundment

(a) The following animals may be impounded:

(1) Dogs not exhibiting evidence of being vaccinated or registered and cats whose owners do not have evidence of the cat being vaccinated or registered as described in Section 2.06 of this ordinance.

(2) Any animal infected or kept under conditions which could endanger the health of the public or animal.

(3) Any animal that creates a nuisance as defined in Section 2.12 of this ordinance.

(4) Any animal running at large as defined in Section 2.05 of this ordinance.

(5) Any animal treated in a manner determined by the Chief of Police to be cruel or inhumane.

(6) Any animal that has bitten a human being or needs to be placed under observation for rabies determination, as determined by an animal control officer.

(7) Any animal found in violation of any provision of this article.

(b) **Owner of Premises May Confine Animal.** If any of the animals named in this article are found upon the premises of any person, the owner or occupant of the premises shall have the right to confine such animal in a humane manner until he can notify an animal control officer to come and impound such animal. When so notified, it shall be the duty of an animal control officer to have such animal impounded as herein provided.

(c) **Contact of Owner of Animal.** Reasonable effort shall be made by the animal control officer to contact the owner of any animal impounded which is wearing a current registration tag; provided however, final responsibility for location of an impounded animal is that of the owner.

(d) **Redemption of Impounded Animals.** The owner can obtain possession of any impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by animal control for the welfare of the animal, and upon compliance with vaccination and registration provisions of this code, except in instances where the animal is impounded under subsections (e) and (f) of this Section 2.08. A fee of _____ dollars shall be charged for registering a redeemed impounded animal.

(e) **Animals Impounded Because of Cruel or Inhumane Treatment.** Disposition of animals impounded on the grounds of cruel or inhumane treatment shall be determined by the court of jurisdiction.

(f) **Quarantined Animals.** If any animal is being held under quarantine or observation for rabies, the owner shall not be entitled to possession until it has been released from quarantine.

(g) **Place of Impoundment.** The city manager shall select and establish a place for impounding all animals impounded under any provision of this article.

(h) **Vicious or Wild Animals.** Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the chief of police.

(i) **Adoption of Impounded Dogs or Cats.** Any impounded dog or cat may be adopted from the animal control facility as follows:

(1) Dogs or cats impounded not wearing a registration tag may be placed for adoption after being impounded for Ninety-six hours. If the rightful owner appears and claims his dog or cat, he may redeem the animal by paying all fees incurred plus any documented additional cost incurred by the adoptee.

(2) The animal control officer shall determine whether a dog or cat is healthy enough for adoption and if its health and age are adequate for vaccination, provided however, such decision shall not constitute a warranty of the health or age of the animal.

(3) An adoption fee shall be charged for the adoption of all dogs and cats as provided in this ordinance. The fee will include the cost of sterilization, vaccination and registration.

(4) All animals adopted from the animal control facility shall be vaccinated against rabies, and sterilized before ownership of the animal is transferred to the adoptee. The adoption fee shall be paid to the City Secretary who shall issue to the adoptee a certificate which the adoptee shall present to a veterinarian who has previously agreed to accept such certificates for payment for sterilization of dogs and cats for adoption. The City Secretary shall provide the adoptee with a list of veterinarians who will accept the certificates. After the veterinarian has certified that the animal has been sterilized, then title to the animal shall transfer to the adoptee. If, in the opinion of a licensed veterinarian, there is a legitimate health risk justifying the delay of this surgery, the adoptee shall sign a written agreement stating that they will have the animal sterilized. A person who signs a sterilization agreement commits an offense if he fails to have the animal sterilized on or before the sterilization completion date stated in the agreement.

(A) If an adopted animal dies on or before the sterilization completion date, the adoptee must provide written documentation to the animal control officer that the animal has died.

(B) If an adopted animal is lost or stolen before the sterilization date, the adoptee must provide written documentation to the animal control officer stating that the animal is lost or stolen and a police report verifying the report of theft. The letter shall be delivered not later than the seventh day after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.

2.09 Reserved

2.10 Euthanizing Certain Animals.

(1) Any animal, except a vicious or wild animal, not reclaimed by the owner within Ninety-six (96) hours of being impounded shall be eligible for adoption. At the discretion of the Chief of Police, any animal not adopted may be humanely euthanized after being impounded for a total of eleven (11) days.

(2) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.

(3) An owner who no longer wishes responsibility for an animal, or believes the animal to be in an ill or injured condition, may sign a written waiver supplied by animal control allowing the animal to be immediately euthanized in a humane manner, provided that no warm-blooded animal that has bitten a human being shall be euthanized before expiration of the required quarantine period of ten (10) days.

(4) Any impounded animal that appears to be suffering from extreme injury or illness may be euthanized or given to a nonprofit human organization for the purpose of veterinary medical care, as determined by the chief of police.

Sec. 2.11 Animal Quarantine

(a) Authority to Order Quarantine. The Chief of Police shall have the authority to order the quarantine of the animals responsible for bite incidents or suspected of having any disease considered to be a hazard to the human population or other animals.

(b) **When Animals Shall be Quarantined.** Every animal that bites a human or attacks another animal in an unnatural manner or has rabies or any other disease or is under suspicion of having rabies or any other disease shall be immediately confined by the owner, who shall promptly notify animal control or an animal control officer of the place where such animal is confined and the reason therefore. The owner shall not permit such animal to come in contact with any other person or animal. The owner shall surrender possession of such animal to the animal control officer on demand for supervised quarantine. Supervised quarantine shall be at the animal shelter or a veterinary hospital, or at any other place of adequate confinement approved by the Chief of Police. The quarantine shall be for not less than ten (10) days and shall be under the supervision of a veterinarian, who shall submit to animal control written reports as to the animal's health on the initial day of observation on the fifth and tenth days immediately following the date of said bite incident or above enumerated purposes of quarantine. A release from quarantine may be issued if no signs of rabies or other diseases have been observed during the quarantine period.

(c) **Citywide Quarantine.** A citywide quarantine may be invoked for a period of thirty (30) days if, after investigation, the Chief of Police determines that there exists an immediate threat of rabies. In the event of a known outbreak of rabies, state law provisions will supersede this section.

(1) Animals in public restricted. During the period of citywide quarantine, it shall be unlawful for any person to allow any animal to be taken, whether restrained or not, to the streets or any other public place, except to a licensed veterinarian or veterinary hospital for necessary medical treatment.

(2) Conditions warranting an extension of time. If there are additional positive cases of rabies occurring during the 30-day period of the citywide quarantine, such period of quarantine may be extended for an additional reasonable period of time.

(d) **Observation of Animal Other Than at Animal Shelter.** Any animal quarantined other than at the animal shelter shall be observed by the same veterinarian throughout the entire required quarantine period in the same manner as outlined above, and the owner shall immediately notify animal control as to the veterinarian supervising the quarantine.

(e) **Owner's Responsibility if Animal Quarantined Other Than at Animal Shelter.** If the Chief of Police orders quarantine other than in the animal shelter or veterinary hospital, the owner shall be responsible for confining the animal. He shall also be required to obtain the same veterinary supervision of the animal and release from quarantine as required in a veterinary hospital or at the animal shelter.

(f) **Violation of Quarantine.** The violation of quarantine by any person shall be just cause for seizure and impoundment of the quarantined animal by animal control. It shall be unlawful for any person to interrupt the observation period.

(g) **Animal Bites.** All animal bite reports shall be investigated by the animal control officer. Without permission of the Chief of Police, it shall be unlawful for any person to kill or remove from the city limits any animal that has bitten a person or other animal, or that has been placed under quarantine, except when it is necessary to kill such animal to protect the life of any person or animal. Every animal that has been bitten by another animal shall be immediately confined by the owner, who shall promptly notify animal control of the place where such animal is confined and the reason therefore. The owner shall not permit such animal to come in contact with any person or animal.

(h) **Animals Suspected of Having a Disease.** The Chief of Police shall direct the disposition of any animal suspected of being rabid or having any other disease considered to be a hazard to any other animal or human being.

(i) Dead Animals Exposed to Rabies. The carcass of any dead animal exposed to rabies or suspected of having been rabid shall upon demand be surrendered to animal control.

(j) Live Animals Exposed to Rabies. Any animal exposed to rabies shall be handled in one of the following methods:

(1) Humane destruction, with notification to, or under supervision of, animal control.

(2) If not currently vaccinated, quarantine in a veterinary hospital for at least six (6) months immediately following the date of the exposure.

(3) If currently vaccinated, immediate revaccination and quarantine for at least thirty (30) days immediately following the date of the exposure.

(4) No person shall fail or refuse to surrender an animal for supervised quarantine or humane destruction, as required herein for rabies control, when demand therefore is made by the chief of police.

(5) Any person having possession of, or responsibility for any quarantined animal shall immediately notify animal control if such animal escapes or becomes or appears to become sick or dies and in case of death of the animal while under quarantine, shall immediately surrender the dead animal to animal control for diagnostic purposes.

Sec. 2.12 Animal Nuisance
The following shall be considered a public nuisance and shall be unlawful:

(1) The keeping of any animal, which by frequent or long continued barking or noise, shall disturb any person of ordinary sensibilities in the vicinity of the animal between the hours of 10:00 pm and 6:00 am.

It is a defense to prosecution if an individual, other than the custodian of the animal, provokes or taunts the animal.

(2) The keeping of any animal in such a manner as to endanger the public health, to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors, or are considered to be a hazard to any other animal or human being, or by continued presence on the premises of another.

(3) All animal pens, stables or enclosures in which any animal may be kept or confined which from use have become offensive to a person of ordinary sensitivities.

(4) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare.

(5) Persistent laxness in supervision of cats or dogs so that their running at large results in disturbance to persons of ordinary sensibilities.

Sec. 2.13 Reserved

Sec. 2.14 Prohibited Animals

(a) It shall be unlawful to keep any wild animal inside the City of Lamesa.

(b) It shall be unlawful to release or allow to run at large any wild or vicious animal or dangerous reptile.

Sec. 2.15 Vicious Animals

(a) Destruction of Vicious Animals Found Running at Large. Any vicious animal found running at large may be destroyed by any peace officer or animal control officer in the interest of public safety.

(b) Chief of Police May Order Removal, Appeal. The Chief of Police may order any owner or person having care, control or custody of any vicious animal or nuisance animal, as defined in Section 2.01 of this ordinance, to take such animal permanently from the City. The animal must be removed immediately following receipt of such an order, even if an appeal is initiated. This order may be appealed in writing within ten (10) days to a committee made up of the Chief of Police or his representative, the City Manager or his representative and the City Attorney or his representative. Such committee may uphold, reverse or modify the Chief of Police's order, and may stipulate restrictions on the animal as a condition to allowing the animal to remain in the city. If the committee upholds the Chief of Police's order, the owner or person having care, control, or custody shall not bring the animal back inside the city limits.

(c) Failure to Remove. If the owner or person having care, custody or control of a vicious animal fails to remove such animal as provided for in subsections (a) and (b) above, such animal may be impounded and/or destroyed. The Chief of Police shall be authorized to obtain a search and seizure warrant if there is reason to believe that an animal ordered removed from the city for being vicious has not been so removed.

(d) Report of Disposition and Relocation. The owner or person having care, custody or control of a vicious animal must report the disposition and relocation of such animal to the chief of police, in writing, within ten (10) days after the expiration date for removal of such animal from the city. Each day thereafter such information is not provided shall constitute a separate offense.

Sec. 2.16 Commercial Business

(a) Permit Required. No person shall conduct the commercial business of selling, grooming, breeding, showing, exhibiting or boarding of animals without a valid permit from animal control and a specific use permit from the City if the commercial business is to be located in a zoning district which does not permit a commercial business.

(b) Application for Permit. Application for permits shall be made to animal control on forms furnished by animal control. The application will not be approved until certification has been received from appropriate city officials that the zoning, construction and facility comply with existing ordinances for establishments housing such business. If the permit application is approved by the chief of police, he shall issue the permit upon payment of the appropriate fee.

(c) Permit Fees. The fees shall be as established in this ordinance.

(d) Display of Permits. All businesses described in this section must display the required permits in public view at said business.

(e) Term, Renewal of Permit. All permits issued under this section shall be valid for the following twelve (12) months and shall be renewed annually thereafter by proper written application and payment of fee. No permit issued under this section shall be renewed without the approval of the chief of police. Permits to show or exhibit animals (rodeos, circuses, shows, etc.) shall be valid only for a thirty (30) day period immediately following issue. No permit shall be transferable.

(f) Revocation of Permit; Appeal. The Chief of Police may revoke any permit for failure to comply with regulations contained herein. Revocation may be appealed within ten (10) days to an administrative appeals board comprised of the City Manager or his representative, the Chief of Police or his representative and the City Attorney or his representative.

(g) Records Required. Every person holding a permit hereunder shall maintain accurate records of all transactions involving animals, which records shall show the date, type of animal, animal registration number and parties to such transaction. Such records shall be kept for a period of one year and must be available for inspection upon request by animal control.

(h) Compliance With Regulations Required. Every person engaged in the business of buying, selling, grooming, breeding, showing, exhibiting or boarding of animals, and all persons who conduct animal club shows must comply with all existing regulations governing said business or show, and shall maintain said animals in compliance with this code so as not to endanger the public or animal health or safety, or create a nuisance. Animal control shall make any inspections necessary to assure compliance under this article. Animals shall be kept under sanitary conditions so as not to endanger the public or animal health or create a nuisance.

(i) Chief of Police May Waive Requirements Under Certain Circumstances. In cases involving a scientific or educational program, a nonprofit organization's show, exhibition or humane activity, or animals owned by the City, the Chief of Police may waive requirements of this section concerning permits, fees or conditions, within his discretion.

(j) Exception. Licensed veterinarians and veterinary clinics are exempt from this section.

(k) Permit Required for Animal Trapping. Any form of animal trapping without a permit from the City is prohibited.

Sec. 2.17 Livestock

(a) Swine. Swine may be kept within the city only for the following purposes: exhibition at stock shows, fairs, circuses, carnivals, on the property of a vocation school for educational purposes, at any slaughtering establishment, at stockyards or auction barns for sale.

(b) Cows and Horses.
It shall be unlawful for any person to keep a cow or horse on any premises, the overall area of which is less than one-third (1/3) of an acre for each cow or horse kept, or keep more than can be cared for under sanitary conditions

and not create a public nuisance and, in no event, exceed the permitted number of adults, and their foals or calves up to six (6) months of age. The number of cows or horses permitted shall not exceed one adult per one-third (1/3) acre for the first acre, and two (2) adults, per acre for each additional acre over two (2) acres of a single tract of land. The persons in lawful possession of the premises, as owner or tenant, may keep thereon cows or horses belonging to others, but the limitation as to the number of cows or horses on the premises and the area and distance requirements of this article shall still apply and the keeping of cows or horses on the premises and the area and distance in violation of the zoning ordinance.

(c) Enclosures for Small Livestock. Any enclosure, pen, corral or other restrictive areas for small livestock shall consist of a solid wall stretching from the ground to at least four (4) feet in height, that does not sway or give way when tested by an animal control officer, or shall consist of a fence. Such a fence must have at least sixteen-gauge wire arranged in a grid pattern (hogwire) with the maximum size of any grid in the wire being seven and one-half (7-1/2) by twelve (12) inches. This wire pattern must stretch continuously from the ground to at least thirty-two (32) inches above the ground. Above this wire pattern must be stretched tautly at least two (2) strands of at least sixteen (16) gauge wire with one of these strands at least four (4) feet above the ground. The maximum distance allowed between fence posts shall be fifteen (15) feet. The fence posts must not sway more than six (6) inches when tested by an animal control or code enforcement officer. Trees may not be used as fence posts. Gates for such a small livestock enclosure shall be mounted on hinges to a solid wall or fence post and stretch from the ground to at least four (4) feet above the ground. Such a gate must connect with another fence post or solid wall in such a manner that small livestock cannot pass through it, and the gate itself must be constructed so that there is not an opening in it larger than seven and one-half (7-1/2) inches by twelve (12) inches. Such gates must have a latch or chain attached, capable of keeping the gate closed when tested by an animal control officer. Gates must be kept closed except when a human being is passing through a gate.

(d) Enclosures for Large Livestock. Any enclosure, corral or restrictive area for large livestock shall consist of a solid wall stretching from the ground to at least four (4) feet above the ground, that does not sway or give way when tested by an animal control officer, or shall consist of a fence. Such a fence must have at least sixteen-gauge wire stretched tautly between fence posts. Such a fence shall have at least four (4) strands of wire with one (1) strand one (1) foot above the ground and one strand at least four (4) feet above the ground, with the two (2) other strands uniformly spaced between the top and bottom strands. The maximum distance between fence posts shall be fifteen (15) feet. The fence posts must not sway more than six (6) inches when tested by an animal control officer. Trees may not be used as fence posts. Gates for large livestock shall be mounted on hinges to a solid wall or fence and stretch from one (1) foot above the ground to at least four (4) feet above the ground. Such a gate must connect with another fence post or solid wall in such a manner that large livestock cannot pass through it, and the gate itself must be constructed so that there is not an opening in it large enough for large livestock to pass through. Such gates must have a latch or chain attached capable of keeping the gate closed when tested by an animal control officer. Gates must be kept closed, except when a human being is actually passing through a gate.

(e) Small and Large Livestock Kept Together. When small and large livestock are kept together the standards for small livestock must be met.

(f) Minimum Distance from Human Living Quarters. It shall be unlawful for any person, firm or corporation to keep on premises under his or its control, within the city limits, any small or large livestock in such a manner that the livestock will be quartered closer than three hundred (300) feet from any residence or business or any public right-of-way.

(g) Breeding of Horses. Male equines (horses) capable of breeding will be confined in such a manner that said animal will not be dangerous to human beings, and all breeding will be under the control of the owner or handler.

Sec. 2.18 Fowls and Rabbits

(a) Rabbits. Rabbits shall be kept in a secure pen or enclosure that is at least thirty (30) feet from any inhabited dwelling, other than that of the owner. It shall be unlawful to raise or keep rabbits for commercial purposes on property zoned other than agricultural.

(b) Housing Poultry. It shall be unlawful to maintain in the City a poultry yard within fifty (50) feet of any building used for residential purposes by anyone other than the one maintaining such poultry or animal yard or his

immediate family, or within twenty-five (25) feet of any public way other than an alley, or within one hundred (100) feet of any church, school or other business.

(c) For the purpose of this section, the term "poultry yard" shall include every enclosure, shed, or structure used to house two (2) or more live fowl; included in the term "fowl" are chickens, ducks, geese and other poultry.

(d) Every person maintaining a poultry yard shall keep the same clean, sanitary and free from all refuse. Such yard shall be thoroughly swept at least once every twenty-four (24) hours, and it shall be unlawful to permit any decaying food or any refuse of any kind to remain in such yard.

Refuse from such yard shall, when swept up or collected, be kept in airtight containers until disposed of in accordance with the ordinances of the City, and it shall be unlawful to permit any such refuse to remain uncovered.

(e) Every poultry yard shall be adequately enclosed so as to be impenetrable against rats or other rodents. The presence of any rats in any poultry or animal yard shall be prima facie evidence that such yard is maintained in violation of the provisions of this section.

Sec. 2.19 Sanitary Conditions

The owner or person in possession of animals shall keep yards, pens and enclosures in which such animals are confined in such a manner so as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes or other noxious insects, or to endanger the public health or safety in any manner, or create a public nuisance. All persons keeping such animals shall comply with the following sanitary regulations:

(1) Manure and droppings shall be removed from pens, stables, yards, cages and other enclosures and handled or disposed of in such manner as to keep the premises free of any nuisance.

(2) Mound storage of droppings or manure between such removals shall be permitted only under such conditions as to protect against the breeding of flies and to prevent migration of fly larvae (maggots) into the surround soil.

(3) The feeding of vegetables, meat scraps or garbage shall be done only in impervious containers or on an impervious platform.

(4) Watering troughs or tanks shall be provided which shall be equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes or other insects.

(5) No putrescible material shall be allowed to accumulate on the premises and all such material used to feed, which is unconsumed, shall be removed and disposed of by burial or other sanitary means

(6) Any pen or enclosure shall be maintained in such a manner as to be not less than five (5) feet from any adjoining residentially zoned property.

Sec. 2.20 Pet Care

The following are established as guidelines for pet and animal care and not intended to contravene the provisions for animal cruelty as contained in the Texas Penal Code.

(1) No owner shall fail to provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment.

(2) No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.

(3) No owner of an animal shall abandon such animal.

(4) No person shall crop a dog's ears, except when a licensed veterinarian issues a signed certificate that the operation is necessary for the dog's health and comfort, and in no event shall any person except a licensed veterinarian perform such an operation.

(5) Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency or to the local humane society.

Sec. 2.21 Adoption of Section 822.0422 of the Texas Health and Safety Code

Section 822.0422 of the Texas Health and Safety Code are hereby adopted and made a part of this ordinance for all purposes.

Sec. 2.22 Delegation of Authority by Chief of Police

Wherever the chief of police is charged with the enforcement of this article, he may delegate such authority to any regularly salaried employee of the police department of the City of Lamesa.

Sec. 2.23 Penalty

Any person violating any provision of this Chapter shall, upon conviction thereof, be fined not more than five hundred dollars ($500.00), and such person shall be deemed guilty of a separate offense for each and every day or portion of a day in which the violation is continued or permitted.

Notes:
State Law reference- Authority of governing body to regulate animals, V.T.C.A., Local Government Code, Sec. 215.001, et. seq.
*
State Law reference- Animals at large, V.T.C.A., Local Government Code, Sec. 214.026.
*
State Law reference- Authority of city to regulate the capture and impoundment of animals, V.T.C.A., Local Government Code, Sec. 215.026(c).
*
State Law reference- Rabies reports and quarantine, V.T.C.A., Health & Safety Code, Chapter 826, subchapter E; Quarantine and impoundment facilities generally, V.T.C.A., Health & Safety Code, Chapter 826, subchapter F.
*
State Law reference- Authority of municipality to prohibit or otherwise regulate the keeping of livestock and swine, V.T.C.A., Local Government Code, Sec. 215.026(b).
*
State Law reference- Authority of city to regulate the keeping of dangerous dogs, V.T.C.A., Health & Safety Code, Ch. 822, subchapter D.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and declared of no further force and effect.

SECTION 3. Effective date: That this Ordinance adopted hereby, shall become effective _____, 2022.

Upon being put to a vote, the foregoing Ordinance was Passed, on First Reading on the 15th day of February, 2022, by a majority vote; and then on the 15th day of March, 2022, there came on an was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551). There being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second and Final Reading and Adopted this 15th day of March, 2022, 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 Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 17**

SUBJECT: **BUDGET AMENDMENT I**

PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Ordinance, Second Reading

SUMMARY STATEMENT

City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds from the sale of trust properties through the Texas Communities Group (City Manager & Finance Director*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-22-21 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2021-2022.

On the 15th day of February, 2022, 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. 0-22-21 to make certain revisions to the 2021-2022 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 2021-2022 Budget contained in Ordinance No. 0-22-21 be, and same is hereby, amended to change the amount appropriated by the following:

	Revenues
General Fund (1)	$ 1,500.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this March 25, 2022.

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 February 15th, 2022 by a majority vote; and on March 15th, 2022, 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 I FOR 2021/2022

GENERAL FUND (1)

This budget amendment reflects the proceeds from the sale of trust properties through the Texas Community Group. This budget amendment totals $1,500.00

Increase Revenues (01- 40904) Misc. Revenue	$1,500.00

"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 FIVE HUNDRED DOLLARS AND 00/100 ($1,500.00)**, said amount being the highest and best offer received from **Rajinder Singh Hayer and Navrose Hayer, 14408 Laurinburg Dr, Austin, TX 78717**, 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:

Lot Nine (9), in Block Five (5), of the D W Adams Addition, to the Town of Lamesa, Dawson County, Texas (R853)

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 Rajinder Singh Hayer and Navrose Hayer, 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 18th day of February, 2022.

CITY OF LAMESA

By: _____
Josh Stevens, Mayor

ATTEST:

_____
City Secretary

This instrument was acknowledged before me on the 18th day of February, 2022, by Josh Stevens, Mayor, on behalf of CITY OF LAMESA in its capacity therein stated.

_____
Notary Public, State of Texas

IRIS E. CARDOZA
Notary Public, State of Texas
Notary ID# 13061499-5
My Commission Expires 05-08-2024

Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Rajinder Singh Hayer and Navrose Hayer, 14408 Laurinburg Dr, Austin, TX 78717 (R853)



Management Info:

Status:	Trust		
Best Process:	Sold	Best Process Type:	
Progress:	2010-2018 taxes due. need to seize has gone through code enforcement. per city has bee demoed per kyra list for sale 12/8 pending entity approval - rajinder hayer 1/12		

Property Info:

City:	Lamesa				
Cad Property Id:	853	CAD Value:	1,250		
Site Description:	1608 North 1st Street Lamesa, Texas 79331				
Owner Info:	MEDINA TOBY JR PO BOX 243 MATHIS TX 78368 0243				
Legal Description:	Lot Nine (9), in Block Five (5), of the D W Adams Addition, to the Town of Lamesa, Dawson County, Texas (R853)				
Homestead:	No	Site Structure:	No	Non Affixed Material:	No

Litigation Info:

Case Number:	20-05-20592		
Judgement Date:	05/18/2020	Sale Date:	07/07/2020
Sheriff's Deed Date:	07/07/2020	Redemption Date:	01/13/2021
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:	Yes		
Delinquent:	Yes	Litigation:	Yes

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 18**

SUBJECT: **BUDGET AMENDMENT II**

PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Ordinance, Second Reading

SUMMARY STATEMENT

City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds from Texas Municipal League Insurance for storm damage on City facilities (City Manager & Finance Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-22-21 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2021-2022.

On the 15th day of February, 2022, 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. 0-22-21 to make certain revisions to the 2021-2022 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 2021-2022 Budget contained in Ordinance No. 0-22-21 be, and same is hereby, amended to change the amount appropriated by the following:

	Revenues	**Expenditures**
General Fund (1)	$ 56,966.60	$ 56,966.60
Water Fund (2)	$ 461.00	$ 461.00
Golf Fund (18)	$ 381.99	$ 381.99
Waste Water Fund (20)	$ 3,713.91	$ 3,713.91
Total Insurance Proceeds	$ 61,523.50	$ 61,523.50

SECTION 2. Effective date: That this Ordinance shall become effective as of this March 25, 2022.

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 February 15th, 2022 by a majority vote; and on March 15th, 2022, 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 -02 FOR FY 2021/2022

GENERAL FUND (1)

This budget amendment reflects a $61,523.50 TML insurance reimbursements for the storm damage on City facilities.

Increase Revenues – Insurance Recovery	$ 56,966.60
Increase Expenses - (01-5066403) –	$ 175.13
(01-5022403)	$ 52,400.41
(01-5051403)	$ 875..00
(01-5071403)	$ 2,148.30
(01-5091403)	$ 802.66
(01-5094403)	$ 565.10

WATER FUND (2)

This budget amendment reflects the TML insurance reimbursement for the storm damage to City facilities.

Increase Revenues – (02-41212) – Insurance Recovery	$ 461.00
Increase Expenditures – (02-5111403) -	$ 461.00

GOLF FUND (18)

This budget amendment reflects the TML insurance reimbursement for the storm damage on City facilities.

Increase Revenues – (18-43116) – Insurance Recovery	$ 381.99
Increase Expenditures – (18-5311403) -	$ 381.99

WASTEWATER FUND (20)

This budget amendment reflects the TML insurance reimbursement for the storm damage on City facilities.

Increase Revenues – (20-44212) – Insurance Recovery	$ 3,713.91
Increase Expenditures – (18-5311403) -	$ 3,713.91
TOTAL INSURANCE PROCEEDS	**$** 61,523.50

CITY OF LAMESA

601 SOUTH FIRST
LAMESA, TEXAS 79331
Phone 806/872-4321
Fax 806/872-4338

Date: January 28, 2022
To: City Secretary – Betty Conde
Thru:
From: Wayne Chapman, Finance Department
Subject: Budget Amendment

I need the following budget amendment on the next agenda to reflect insurance proceeds from Texas Municipal League Insurance for storm damage on City facilities.

General Fund		
Insurance Revenue	01-40914	$56,966.60
Expenditures	01-5066403	175.13
	01-5022403	52,400.41
	01-5051403	875.00
	01-5071403	2,148.30
	01-5091403	802.66
	01-5094403	565.10
Water Fund		
Insurance Revenue	02-41212	461.00
Expenditures	02-5111403	461.00
Golf Fund		
Insurance Revenue	18-43116	381.99
Expenditures	18-5311403	381.99
Wastewater Fund		
Insurance Revenue	20-44212	3,713.91
Total Insurance Proceeds		$61,523.50

Sincerely,

Wayne Chapman

Wayne Chapman
Director of Finance

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 19**

SUBJECT: **BUDGET AMENDMENT III**

PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Ordinance, Second Reading

SUMMARY STATEMENT

City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. *This budget amendment reflects the proceeds for damage to gas line at 816 N.12th (City Manager & Finance Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider City Council to consider amending Ordinance O-22-21 on second reading with respect to the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-22-21 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2021-2022.

On the 15th day of February, 2022, 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. 0-22-21 to make certain revisions to the 2021-2022 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 2021-2022 Budget contained in Ordinance No. 0-22-21 be, and same is hereby, amended to change the amount appropriated by the following:

	Revenues	Expenditures
Water Fund (2)	$ 4,265.37	$ 4,265.37

SECTION 2. Effective date: That this Ordinance shall become effective as of this March 25, 2022.

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 February 15th, 2018 by a majority vote; and on March 15th, 2022, 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 -03 FOR FY 2021/2022

WATER FUND (02)

This budget amendment reflects a $4,265.37 insurance proceeds for damage to gas line at 816 N. 12th

Increase Revenues – (02-41212)	$ 4,265.37
Increase Expenses - (02-5112603)	$ 4,265.27

CITY OF LAMESA

601 SOUTH FIRST
LAMESA, TEXAS 79331
Phone 806/872-4321
Fax 806/872-4338

Date: January 28, 2022
To: City Secretary – Betty Conde
Thru:
From: Wayne Chapman, Finance Department
Subject: Budget Amendment

I need the following budget amendment on the next agenda to reflect insurance proceeds for damage to gas line at 816 N. 12th.

Water Fund		
Insurance Revenue	02-41212	$4,265.37
Expenditure	02-5112603	$4,265.37

Sincerely,

Wayne Chapman

Wayne Chapman
Director of Finance

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 20**

SUBJECT: **REQUEST FOR SPECIFIC USE PERMIT**
PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Ordinance, Second Reading
AUTHORITY:

SUMMARY STATEMENT

City Council to consider approving an Ordinance on second reading for a specific use permit of Danny Jacobs 214 N 22nd Place Lamesa, Texas 79331 of the following property:

E 52' of Lot 8 & W 1' OF Lot 7 Block 3 Chicago Heights Addition to the City of Lamesa, Dawson County, Texas located at 214 N 22nd Place for a Dog Grooming Business. *(Building Official)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve an Ordinance on second reading for a specific use permit for Danny Jacobs 214 N 22nd Place for a Dog Grooming Business. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW THE OPERATION OF A DOG GROOMING BUSINESS ON E 52' OF LOT 8 & W 1' BLOCK OF THE CHICAGO HEIGHTS ADDITION TO THE TOWN OF LAMESA, DAWSON COUNTY, TEXAS, UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION.

On the 15th day of February, 2022, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the Code of Ordinances of the City of Lamesa provides that the zoning districts of the City may be changed upon application and upon recommendation of the Planning and Zoning Commission of the City; and

WHEREAS, an application has been made for a specific use permit to allow the operation of a dog grooming business of the following described property, to-wit:

> The East 52' of Lot 8 and the West 1' of Lot 7, Block 3 of the Chicago Heights City of Lamesa, Dawson County, Texas

WHEREAS, said property is located within the city limits of the City of Lamesa, Texas, located at 214 N 22nd Place and is within a district zoned as R-1 (Residential); and

WHEREAS, the Planning and Zoning Commission of the City of Lamesa, Texas, after hearing such application and the arguments for and against the same, has voted to recommend to the City Council of the City of Lamesa, Texas, that such request for a change in the zoning of such property be granted; and

WHEREAS, a public hearing, where all interested persons were provided an opportunity to be heard on the proposed zone change, was held at City Hall, 601 South First Street, in the City of Lamesa, Texas, on December 16, 2021, which date is not less than fifteen days prior to the publication of a notice of such hearing in the Lamesa Press-Reporter, a newspaper of general circulation in the City of Lamesa, Texas;

WHEREAS, after such hearing, the City Council of the City of Lamesa, Texas, finds that the recommendation of the Planning and Zoning Commission of the City of Lamesa, Texas, should be accepted and the request for such specific use permit be granted.

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

SECTION ONE: That the request for a specific use permit to allow that operation of a Dog Grooming Business on the following property located at 214 N. 22nd Place, Lamesa, Texas, to-wit:

> E 52' of Lot 8 & W 1' of Lot 7 Block 3 of the Chicago Heights City of Lamesa, Dawson County, Texas

be, and the same is hereby, **Granted.**

SECTION TWO: The provisions of this ordinance are to be cumulative and shall constitute an amendment to the zoning ordinance of the City of Lamesa, Texas, only as it applies to the hereinabove described property.

SECTION THREE: The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by applicable state law and the City Charter.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the 15th day of February, 2022; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 15th day of March, 2022.

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM:21**

SUBJECT: **PUBLIC HEARING ON SPECIFIC USE PERMIT**
PROCEEDING: Public Hearing
SUBMITTED BY: City Staff
EXHIBITS:
AUTHORITY: City Charter, City Code, Texas Government Code

SUMMARY STATEMENT

Public hearing to consider the petition of Claudia Cortez 708 S. Ave S. Lamesa, Texas 79331 of the following property: All of Lot 17 of the Meador Addition to the City of Lamesa, Dawson County, Texas located at 202 Raleigh Circle for use as a rental property for a Manufactured Home . *(Building Official)*

PUBLIC HEARING

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

The following persons spoke:

_____ _____

_____ _____

_____ _____

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

LAMESA TEXAS
TRADE CORRIDOR CROSSING

CITY OF LAMESA

601 South 1st Street Lamesa, Texas 79331 Tel. 806-872-2124 Fax 806-872-4338

NOTICE
PUBLIC HEARING
CITY COUNCIL OF
THE CITY OF LAMESA, TEXAS

NOTICE is hereby given to all interested persons that the City Council of the City of Lamesa, Texas will hold a public hearing on MARCH 15, 2022 at 5:30 P.M. in the City Hall, 601 South First Street, Lamesa, Texas.

AT WHICH TIME AND PLACE all interested persons will be given an opportunity to be heard after which hearing the City Council will make a determination in the following cases:

CASE NUMBER PZ 22-1: To consider the petition of CLAUDIA CORTEZ 708 S AVE S to change the zone of the following property:

LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

located at 202 RALEIGH CIRCLE from zoning district R-1 to zoning district M-1 for use as USE AS A RENTAL PROPERTY.

FOR THE CITY OF LAMESA:
Building Official

Publication Dates:
February 27, 2022

CERTIFICATION OF NOTICE: I certify that the agenda was posted at City Hall, 601 South 1st Street, Lamesa, Texas at 9:21 (a.m.) / p.m.) on 25th Day of February, 2022 in accordance with the Texas Open Meeting Act.

Betty Conde
City Secretary

PLANNING & ZONING COMMISSION

City of Lamesa, Texas

DATE OF MEETING FEBRUARY 24, 2022 **AGENDA ITEM: 3**

SUBJECT:	**P&Z 22-1: 202 RALIEGH CIRCLE**
PROCEEDING:	Approval or Denial
SUBMITTED BY:	CLAUDIA CORTEZ

SUMMARY STATEMENT

consider the petition of CLAUDIA CORTEZ 708 S AVE S to change the zone of the following property:

LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

located at 202 RALEIGH CIRCLE from zoning district R-1 to zoning district M-1 for use as USE AS A RENTAL PROPERTY.

PLANNING AND ZONING COMMISSION ACTION

Discussion: THE APPLICANT DID NOT ATTEND THE MEETING. THE APPLICANT IS LOOKING TO CHANGE THE ZONING FROM AN R-1 TO AN M-1 ZONE IN ORDER TO PLACE A MANUFACTURED HOME THAT THEY CAN RENT OUT. THE CITY STAFF EXPLAINS THAT AROUND THE AREA OF THE PROPERTY ARE ALL MANUFACTURED HOMES. THE CITY STAFF SENT OUT LETTERS TO ALL THE HEADS OF DEPARTMENTS TO LAMESA TO HAVE THEIR OPINIONS BE HEARD IF THE ZONING WOULD CAUSE ISSUES WITHIN THEIR DEPARTMENT. THE LETTER WITH A COMMENT WAS FROM THE CITY MANAGER STATING THAT HE RECOMMENDS THAT THE BOARD PUT A 2-YEAR TIME LIMIT IN PUTTING THE MANUFACTURED HOME ON THE PROPERTY AND THAT THE SPECIFIC USE PERMIT WOULD LAST IF THE MANUFACTURED HOME WERE THERE. CITY STAFF EXPLAINED A CONCERN THEY HAD WITH THE HOME BEING PLACED ON THE LOT, IT WOULD NOT FIT IN IT CORRECTLY. THE BOARD BELIEVES THE HOME WILL HAVE PLENTY OF ROOM JUDGING FROM THE MAP OF THE PROPERTY. THE BOARD ASKS THAT THE SPECIFIC USE PERMIT BE GRANTED WITH A 2-YEAR TIME LIMIT.

23 Letters mailed out, 1 in favor.

Motion by Planning and Zoning Commissioner Member **RICHARD LEONARD** to approve Item 2. Motion seconded by Planning and Zoning Commissioner Member **KENDALL MEEKS** and upon being put to a vote the motion **PASSED.**

VOTING: "AYE" **5** "NAY" **0** "ABSTAIN" **0**

STAFF'S MEMORANDUM


CITY OF
LAMESATEXAS
Network:Feb 23, 2022 at 1:20:07 PM CST
Local:Feb 23, 2022 at 1:20:07 PM CST
+32.727682,-101.971443
Remark: C.E.O Reyes #7407


Network:Feb 23, 2022 at 1:20:03 PM CST


PZ 22-1
202 Raleigh Circle
Google Earth
© 2022 Google
S 2nd St
Lamesa Baptist Association
S Ave S
S Avenue R
300 ft
N
Legend
Circle Measure
Feature 1
Lamesa Baptist Association

Dawson County Central Appraisal District

Chief Appraiser - Norma J. Brock, RTC,RTA,RPA,CTA, CCA

Official Website
Hosted By Pritchard & Abbott, Inc.



General Real Estate Property Information

New Property Search

Go To Previous Page

Property ID:	5821

Property Legal Description:
LOT 17 MEADOR ADDN
(202 RALEIGH CIRCLE)
CITY LIEN - NOTES

Property Location:
202 RALEIGH CIRCLE

Owner Information:
CORTEZ CLAUDIA
708 SOUTH AVE S
LAMESA TX 79331

Previous Owner:
OGEDA DAVID

View Previous Owner Information

Account / Geo Number:
10125-00170-00000-000000

Survey / Sub Division Abstract:

Block:

Section / Lot:
17

View Building Detail Information

View Land Detail Information

Deed Information:

Volume:	
Page:	
File Number:	2021-6089
Deed Date:	8/30/2021

Property Detail:

Agent:	None
Property Exempt:	
Category/SPTB Code:	C1
Total Acres:	0.126
Total Living Sqft:	See Detail
Owner Interest:	1.000000
Homestead Exemption:	
Homestead Cap Value:	0
Land Ag/Timber Value:	0
Land Market Value:	770
Improvement Value:	0

View GIS Map

The map link above is not affiliated with this website. It is a 3rd party GIS link to provide additional information only.

Printer Friendly Version

Click the button above for a printable version of this record with all available details.

* View Property Tax Information

* View 5 Year Value History

Dawson County Central Appraisal District

Chief Appraiser - Norma J. Brock, RTC,RTA,RPA,CTA, CCA

Official Website
Hosted By Pritchard & Abbott, Inc.



Land Information

New Property Search Go To Previous Page

Parcel ID:	5821
Owner Name:	CORTEZ CLAUDIA
Account Number:	10125-00170-00000-000000
Situs Address:	202 RALEIGH CIRCLE

Sequence 1

Acres:	N/A	Market Class:	FFR1	Market Value:	770
Land Method:	FF	Ag/Timber Class:		Ag/Timber Value:	0
Homesite Value:	YES	Land Type:		Ag Code:	
Front Foot:	55	Rear Foot:	55	Lot Depth:	100
Front Foot Avg:	55	Lot Depth %:	0.87	Land Square Ft:	N/A

Total Land Value: $ 770

New Property Search Go To Previous Page

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Real Estate Appraisal Information is the 2021 CERTIFIED Appraisal Values. © Dawson County Appraisal District | Last Real Estate Update: 01/20/2022

PRITCHARD & ABBOTT, INC.
VALUATION CONSULTANTS

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Version 4.1.0

DATE OF MEETING: FEBRUARY 24, 2022 **AGENDA ITEM: 4**

ADJOURNMENT: "The next regular meeting of the Planning and Zoning Commission of the City of Lamesa, Texas will be held at 4:00 p.m., on **Thursday, March 24, 2022** at City Hall, 601 South First Street. Persons desiring to present business to the City Council at that meeting are directed to submit a request in writing to the Inspections Department by **Wednesday, February 17, 2021,** in order to be included on the agenda. There being no other business, the meeting is hereby adjourned."

Dawson County Central Appraisal District

Chief Appraiser - Norma J. Brock, RTC,RTA,RPA,CTA, CCA

Official Website
Hosted By Pritchard & Abbott, Inc.



Building Information

New Property Search Go To Previous Page

Parcel ID:	5821
Owner Name:	CORTEZ CLAUDIA
Account Number:	10125-00170-00000-000000
Situs Address:	202 RALEIGH CIRCLE

No building information on record for this property.

New Property Search Go To Previous Page

Home | Contact Us | Location | Forms | Disclaimer

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PRITCHARD & ABBOTT, INC.
VALUATION CONSULTANTS

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Version 4.1.0

PZ 22-1 LETTERS MAILED

PID	OWNER		OWNER ADDRESS				PROPERTY ADDRESS			
5101	SMITH JAMES D		2103 S 1ST	LAMESA	TX	793310	2103 S 1ST	LAMESA	TX	79331
5102	LOPEZ MANUEL ET UX		206 S AVE S	LAMESA	TX	79331-5021	206 S AVE S	LAMESA	TX	79331
5109	LAWSHEA KRYSTIE		2202 S 2ND ST	LAMESA	TX	793310	2202 S 2ND	LAMESA	TX	79331
5807	MENJARES EDWARD AND	MARY G MENJARES	905 N 8TH ST	LAMESA	TX	793310	2001 S 1ST	LAMESA	TX	79331
5808	BARRON BASILIO		1911 S 1ST ST	LAMESA	TX	79331-5105	1911 S 1ST	LAMESA	TX	79331
5809	REYNA JORGE L JR AND	MAGDALENA ALVAREZ	4101 HOWARD DRIVE	THE COLONY	TX	750560	1909 S 1ST	LAMESA	TX	79331
5810	MARTENS VERNON R		1903 S 1ST ST	LAMESA	TX	79331-5105	1903 S 1ST	LAMESA	TX	79331
5812	PAYTON RONNIE		1005 N 7TH ST	LAMESA	TX	79331-4419	S 1ST	LAMESA	TX	79331
5813	S & C OIL CO INC		P O BOX 500	LAMESA	TX	79331-500	2111 S 1ST	LAMESA	TX	79331
5814	COLLINS MELVA JEAN		4072 SERENE DRIVE	HEARTLAND	TX	75126-957	201 S AVE S	LAMESA	TX	79331
5815	SANDERS TOMMY & CONNIE SANDERS		205 S AVE S	LAMESA	TX	793310	205 S AVE S	LAMESA	TX	79331
5816	MARTINEZ ANDREA		302 AVE G	ACKERLY	TX	797130	209 S AVE S	LAMESA	TX	79331
5817	VASQUEZ GUADALUPE		210 RALEIGH CIR	LAMESA	TX	79331-5151	210 RALEIGH CIRCLE	LAMESA	TX	79331
5819	LOZANO DORA NIDIA R		206 RALEIGH CIRCLE	LAMESA	TX	79331-5151	206 RALEIGH CIRCLE	LAMESA	TX	79331
5820	YBARRA JESSIE ETUX		102 N 17TH	LAMESA	TX	79331-3314	204 RALEIGH CIRCLE	LAMESA	TX	79331
5821	OGEDA DAVID		1013 N 6TH	LAMESA	TX	793310	202 RALEIGH CIRCLE	LAMESA	TX	79331
5822	SALGADO MONSERRAT AND NELLIE	NELLIE SALGADO	201 RALEIGH DR	LAMESA	TX	79331-5151	201 RALEIGH CIRCLE	LAMESA	TX	79331
5823	WALKER BILL		327 E MESCALERO RD	ROSWELL	NM	88201-6544	203 RALEIGH CIRCLE	LAMESA	TX	79331
5824	ARREDONDO FRANCISCO & ROSIE		7993 CONCHO DR	SAN ANGELO	TX	76901-6206	205 RALEIGH CIRCLE	LAMESA	TX	79331
5825	VASQUEZ BOBBY JAY		209 RALEIGH CIRCLE	LAMESA	TX	79331-5151	209 RALEIGH CIRCLE	LAMESA	TX	79331
5827	MCCARTY JEROD		210 SOUTH AVENUE R	LAMESA	TX	793310	210 S AVE R	LAMESA	TX	79331
5828	CANTU HECTOR ETUX		707 S 1ST ST	LAMESA	TX	79331-6249	204 S AVE R	LAMESA	TX	79331
7706	COOPER DAN ALAN AND	LAYNE ELIZABETH COOPER	1902 S 1ST STREET	LAMESA	TX	793310	1902 S 1ST	LAMESA	TX	79331

23 letters mailed; 1 returned* in favor

* As of 2/23/2022

PLANNING & ZONING COMMISSION
City of Lamesa, Texas

APPLICATION FOR SPECIFIC USE PERMIT

Date: 1-20-22 Case No. PZ 22-1

City Planning & Zoning Commission
City of Lamesa
601 South First Street
Lamesa, Texas 79331

Commission Members:

You are respectfully requested to recommend to the City Council of the City of Lamesa that the hereinafter described tracts of land be changed by ordinance from the existing zoning district to zoning districts indicated as follows:

Lot 17, Block _____, Addition Meador
Address 202 Raleigh Circle

Present use of property: Empty Lot

Desired use to be made of property?: Rental Property - manufactured Home (mobile home) to be placed on lot. manufactured Home has not been acquired yet, Still looking to purchase. Would like permit to be approved first.

Are there deed restrictions pertaining to intended use of property? Unknown

_____ Yes No _____

Claudia
Signature

806-332-8035 or 806-224-9081 Dolores Cobos, Aunt
Telephone Number

708 S Ave S · Lamesa, Tx
Address

Lamesa, TX 79331
City, State & Zip

Date Received: RECEIVED JAN 24 2022

By: Kyra Reyes

NOTE: A fee of $50.00, to publish and mail all notices, is filed with this application process.

Effective August 1, 2014 a legal deed for the property listed above must accompany this application.

Your meeting will be on February 24, 2022 at 4:00 pm at City Hall. Someone on your behalf *must* attend on order for the case to be reviewed.

2021-6089

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAWSON

THAT David Ogeda and wife, Maria Griselda Ogeda, herein called "Grantors", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by Claudia Cortez, a single woman, herein called "Grantee", the receipt of which is hereby acknowledged and confessed, HAVE GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY, unto Claudia Cortez, whose mailing address is 708 South Avenue S, Lamesa, Texas 79331, all of the following described property situated in Dawson County, Texas, to-wit:

> All of Lot 17, of the Meador Addition to the Town of Lamesa, Dawson County, Texas;
>
> SUBJECT TO all valid, existing restrictions, mineral reservations and mineral conveyances and easements and rights-of-way, if any, affecting the above described property and of record in the Office of the County Clerk of Dawson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, her heirs, executors and administrators, forever; and Grantors hereby bind themselves, their heirs, executors and administrators, to Warrant and Forever Defend, all and singular, the said premises unto the said Grantee, her heirs, executors and administrators, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

DATED this 2nd day of December, 2020.

David Ogeda

Maria Griselda Ogeda

STATE OF TEXAS
COUNTY OF Howard

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 20th day of ~~December, 2020,~~ August, 2021 by David Ogeda and wife, Maria Griselda Ogeda.

LD

Notary Public, State of Texas

LANDIS DE LA GARZA
My Comm. Expires 01/14/2025
Notary ID 13286866-3

AFTER RECORDING RETURN TO: Fulbright & Casselberry, Attorneys At Law, 211 North Houston Avenue, Lamesa, Texas 79331

FILED FOR RECORD
CLARE CHRISTY - COUNTY CLERK
DAWSON COUNTY, TEXAS

INST NO:2021-6089

FILED ON: AUGUST 30, 2021 AT 2:10pm
THE INSTRUMENT CONTAINED 2 PAGES AT FILING
FILED BY: CMARTINEZ

THE STATE OF TEXAS
COUNTY OF DAWSON

I, Clare Christy, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 30th day of August 2021 at 2:10 PM and duly recorded on that date, in the Official Public Records of said county.

Instrument # 2021-6089 , 2 Pages

Clare Christy County Clerk

LAMESATEXAS
TRADE CORRIDOR CROSSING

CITY OF LAMESA

601 South 1st Street Lamesa, Texas 79331 Tel. 806-872-2124 Fax 806-872-4338

CITY OF LAMESA, TEXAS
PLANNING AND ZONING COMMISSION
NOTICE TO PROPERTY OWNERS

NOTICE is hereby given to all interested persons that the Planning and Zoning Commission of the City of Lamesa, Texas will hold a public hearing on FEBRUARY 24, 2022, at 4:00 PM in the City Hall, 601 South First Street, Lamesa, Texas.

AT WHICH TIME the Planning and Zoning Commission will consider a change in zoning district for the following described property, such property being within 200 feet of property listed by the tax office as belonging to you:

LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

That CLAUDIA CORTEZ 708 S AVE S requested that the zoning district of the property described above, located at 202 RALEIGH CIRCLE, be changed from R-1 to M-1 for use as USE AS A RENTAL PROPERTY.

You are hereby invited to attend such public hearing and voice any comments you may have regarding such proposed zone change. If for any reason you are unable to attend the public hearing, you may return this form to Brian Beck, INSPECTIONS DEPARTMENT, City of Lamesa, 601 South First Street, Lamesa, Texas 79331 with your comments as stated below, and your wishes will be made known to the members of the Planning and Zoning Commission.

REPLY

I am (in favor) (opposed to) the zone change as requested by Case Number:PZ 22-1 My reason and comments are as follows:

SIGNATURE: Tommy Sanders **DATE:** 2-4-22

NAME: Tommie Sanders
ADDRESS: 205 So. Ave S

LAMESATEXAS
TRADE CORRIDOR CROSSING

CITY OF LAMESA

601 South 1st Street Lamesa, Texas 79331 Tel. 806-872-2124 Fax 806-872-4338

CITY OF LAMESA
ZONE CHANGE
STAFF REVIEW AND ACKNOWLEDGEMENT

TO: ALL DEPARTMENTS

Please complete this form and return it to the BRIAN BECK, INSPECTIONS DEPARTMENT.

The following zone change has been requested:

LEGAL DESCRIPTION: LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

ADDRESS OF PROPERTY: 202 RALEIGH CIRCLE

NAME OF OWNER: CLAUDIA CORTEZ 708 S AVE S

PRESENT ZONE: R-1

PRESENT LAND USE: EMPTY LOT

PROPOSED ZONE: M-1

PROPOSED LAND USE: USE AS A RENTAL PROPERTY

DATE OF PLANNING AND ZONING COMMISSION HEARING: FEBRUARY 24, 2022

I have reviewed the requested change and pursuant usage with respect to the comprehensive plan, availability of parking, and compatibility with the surrounding neighborhood and have the following comments:

Please add language so that there is a limit of 2 yrs on the specific use permit

DATE RETURNED 2.2.22

SIGNED: _____

TITLE: City Manager

LAMESATEXAS
TRADE CORRIDOR CROSSING

CITY OF LAMESA

601 South 1st Street Lamesa, Texas 79331 Tel. 806-872-2124 Fax 806-872-4338

CITY OF LAMESA
ZONE CHANGE
STAFF REVIEW AND ACKNOWLEDGEMENT

TO: ALL DEPARTMENTS

Please complete this form and return it to the BRIAN BECK, INSPECTIONS DEPARTMENT.

The following zone change has been requested:

LEGAL DESCRIPTION: LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

ADDRESS OF PROPERTY: 202 RALEIGH CIRCLE

NAME OF OWNER: CLAUDIA CORTEZ 708 S AVE S

PRESENT ZONE: R-1

PRESENT LAND USE: EMPTY LOT

PROPOSED ZONE: M-1

PROPOSED LAND USE: USE AS A RENTAL PROPERTY

DATE OF PLANNING AND ZONING COMMISSION HEARING: FEBRUARY 24, 2022

I have reviewed the requested change and pursuant usage with respect to the comprehensive plan, availability of parking, and compatibility with the surrounding neighborhood and have the following comments:

DATE RETURNED 02-01-22

SIGNED: [signature]

TITLE: Director of Utilities

LAMESATEXAS
TRADE CORRIDOR CROSSING

CITY OF LAMESA

601 South 1st Street Lamesa, Texas 79331 Tel. 806-872-2124 Fax 806-872-4338

CITY OF LAMESA
ZONE CHANGE
STAFF REVIEW AND ACKNOWLEDGEMENT

TO: ALL DEPARTMENTS

Please complete this form and return it to the BRIAN BECK, INSPECTIONS DEPARTMENT.

The following zone change has been requested:

LEGAL DESCRIPTION: LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

ADDRESS OF PROPERTY: 202 RALEIGH CIRCLE

NAME OF OWNER: CLAUDIA CORTEZ 708 S AVE S

PRESENT ZONE: R-1

PRESENT LAND USE: EMPTY LOT

PROPOSED ZONE: M-1

PROPOSED LAND USE: USE AS A RENTAL PROPERTY

DATE OF PLANNING AND ZONING COMMISSION HEARING: FEBRUARY 24, 2022

I have reviewed the requested change and pursuant usage with respect to the comprehensive plan, availability of parking, and compatibility with the surrounding neighborhood and have the following comments:

Meter pulled & inactive since 10/09/2006.

DATE RETURNED 2-1-2022

SIGNED: Dawn Chapman

TITLE: Director of Finance

CITY OF LAMESA
601 South 1st Street Lamesa, Texas 79331 Tel. 806-872-2124 Fax 806-872-4338

CITY OF LAMESA
ZONE CHANGE
STAFF REVIEW AND ACKNOWLEDGEMENT

TO: ALL DEPARTMENTS

Please complete this form and return it to the BRIAN BECK, INSPECTIONS DEPARTMENT.

The following zone change has been requested:

LEGAL DESCRIPTION: LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

ADDRESS OF PROPERTY: 202 RALEIGH CIRCLE

NAME OF OWNER: CLAUDIA CORTEZ 708 S AVE S

PRESENT ZONE: R-1

PRESENT LAND USE: EMPTY LOT

PROPOSED ZONE: M-1

PROPOSED LAND USE: USE AS A RENTAL PROPERTY

DATE OF PLANNING AND ZONING COMMISSION HEARING: FEBRUARY 24, 2022

I have reviewed the requested change and pursuant usage with respect to the comprehensive plan, availability of parking, and compatibility with the surrounding neighborhood and have the following comments:

DATE RETURNED 2/3/22

SIGNED: Joshua Peterson

TITLE: Chief of Police

LAMESATEXAS
TRADE CORRIDOR CROSSING

CITY OF LAMESA

601 South 1st Street Lamesa, Texas 79331 Tel. 806-872-2124 Fax 806-872-4338

CITY OF LAMESA
ZONE CHANGE
STAFF REVIEW AND ACKNOWLEDGEMENT

TO: ALL DEPARTMENTS

Please complete this form and return it to the BRIAN BECK, INSPECTIONS DEPARTMENT.

The following zone change has been requested:

LEGAL DESCRIPTION: LOT 17 MEADOR ADDITION the City of Lamesa, Dawson County, Texas

ADDRESS OF PROPERTY: 202 RALEIGH CIRCLE

NAME OF OWNER: CLAUDIA CORTEZ 708 S AVE S

PRESENT ZONE: R-1

PRESENT LAND USE: EMPTY LOT

PROPOSED ZONE: M-1

PROPOSED LAND USE: USE AS A RENTAL PROPERTY

DATE OF PLANNING AND ZONING COMMISSION HEARING: FEBRUARY 24, 2022

I have reviewed the requested change and pursuant usage with respect to the comprehensive plan, availability of parking, and compatibility with the surrounding neighborhood and have the following comments:

DATE RETURNED 2-7-2022

SIGNED: Jesse Roberts

TITLE: Fire Marshal

PLANNING & ZONING COMMISSION

City of Lamesa, Texas

NOTICE IS GIVEN THAT THE PLANNING and ZONING COMMISSION OF THE CITY OF LAMESA, TEXAS WILL MEET IN A REGULAR SCHEDULED MEETING AT 4:00 P.M. ON THURSDAY, FEBRUARY 24, 2022, 601 SOUTH FIRST STREET, LAMESA, TEXAS. FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

THIS NOTICE IS POSTED PURSUANT TO V.A.T.C.S., GOVERNMENT CODE; 551.043.

1. **CALL TO ORDER**:
2. **APPROVAL OF THE MINUTES:** Approval of the minutes of the Planning and Zoning Commission meeting held on December 16, 2021
3. **PZ 22-1: CLAUDIA CORTEZ; 202 RALEIGH CIRCLE**
   TO CONSIDER THE PETITION OF CLAUDIA CORTEZ OF 708 S AVE S, TO CHANGE THE ZONE OF 202 RALEIGH CIRCLE FROM ZONING DISTRICT R-1 TO ZONING DISTRICT M-1 FOR USE AS A RENTAL PROPERTY.
4. **ADJOURNMENT:** ***The next regularly scheduled meetings of the Planning and Zoning Commission will be March 24, 2022 at 4:00 P.M.***

I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at **1:30 p.m.**, **on February 07, 2022** in accordance with Chapter 551.041 of the Government Code.

***NOTE: THE PLANNING and ZONING COMMISSION RESERVES THE RIGHT TO ADJOURN INTO A CLOSED MEETING AT ANY TIME REGARDING ANY ITEM ON THE AGENDA FOR WHICH IT IS LEGALLY PERMISSIBLE UNDER THE TEXAS OPEN MEETINGS ACT PURSUANT TO LGC 551.071.**

PLANNING & ZONING COMMISSION

City of Lamesa, Texas

DATE OF MEETING: FEBRUARY 24, 2022 **AGENDA ITEMS: 1**

CALL TO ORDER: "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 Planning and Zoning Commission 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 BRIAN BECK of the Inspections Department 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 Planning and Zoning Commission, this meeting is hereby called to order."

The following members are present:

RICHARD LEONARD	**MEMBER**	**PRESENT**
KIM BAIRRINGTON	**MEMBER**	**PRESENT**
SAM ADAMS	**MEMBER**	**PRESENT**
MATTHEW HERNANDEZ	**MEMBER**	**PRESENT**
KENDALL MEEK	**MEMBER**	**PRESENT**
JOHN HEGI	**ALTERNATE MEMBER**	**PRESENT-**
BOB HENDERSON	**ALTERNATE MEMBER**	**ABSENT**
JENKIN ORTIZ	**ALTERNATE MEMBER**	**ABSENT**

City Staff members present at the meeting:

BRIAN BECK	INSPECTIONS DEPARTMENT
KYRA REYES	INSPECTIONS DEPARTMENT
SADIE GARNER	INSPECTIONS DEPARTMENT

DATE OF MEETING: FEBRUARY 24, 2022 **AGENDA ITEM: 2**

SUBJECT:	**APPROVAL OF MINUTES**
PROCEEDING:	Approval or Denial
SUBMITTED BY:	City Staff

SUMMARY STATEMENT

Approval of Minutes listed are considered to be routine by the Planning and Zoning Commission will be enacted by one motion. There will be no separate discussion of these items unless a Commission Member so requests, in which 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 of the Planning and Zoning Commission meeting held on December 16, 2021.

PLANNING AND ZONING COMMISSION ACTION

Discussion:

Motion by Planning and Zoning Commissioner Member **KIM BAIRRINGTON** to approve Item 2. Motion seconded by Planning and Zoning Commissioner Member **SAM ADAMS** and upon being put to a vote the motion **PASSED.**

VOTING: "AYE" **5** "NAY" **0** "ABSTAIN" **0**

PLANNING & ZONING COMMISSION

City of Lamesa, Texas

MINUTES

DATE OF MEETING FEBRUARY 24, 2022 **AGENDA ITEM: 2**

SUBJECT:	**P&Z 21-7: 214 N 22ND PLACE**
PROCEEDING:	Approval or Denial
SUBMITTED BY:	DANNY JACOBS

SUMMARY STATEMENT

To consider the petition of DANNY JACOBS OF 214 N 22ND PL to change the zone of the following property:

E52 OF LOT 8 & W1 OF LOT 7 BLOCK 3 CHICAGO HEIGHTS ADDITION the City of Lamesa, Dawson County, Texas

located at 214 N 22ND PLACE from zoning district R-1 to zoning district C-1 for use as an UNATTACHED DOG GROOMING SHOP.

PLANNING AND ZONING COMMISSION ACTION

Discussion: THE APPLICANT HAS COME BEFORE THE BOARD TO PETITION TO CHANGE THE ZONE OF THEIR PROPERTY FROM R-1 TO C-1 FOR THE USE OF A DOG GROOMING SHOP. THE BOARD ASKS IF THE LETTER THAT IS OPPOSED IS FROM THE NEIGHBORS, CITY STAFF INFORMS THAT THE LETTERS ARE FROM A LANDLORD WHO DOES NOT LIVE IN THE NEIGHBORHOOD BUT OWNS PROPERTY AROUND THE LOCATION, AND THE OTHER OPPOSED LETTER IS FROM AN OWNER WHO LIVES ACROSS THE ALLY. CITY STAFF GOES ON TO TELL THE LETTERS THAT ARE IN FAVOR ARE LOCATED BY A LANDLORD WHO OWNS PROPERTY NEARBY AND THE NEIGHBOR THAT LIVES ACROSS THE PROPERTY. THE BOARD ASKS THE APPLICANT HOW MANY DOGS WILL BE IN THE SHOP AT A TIME, THE APPLICANT ANSWERS THAT THEY WILL ONLY HAVE ONE DOG THERE AT A TIME. THE BOARD ASKS THE CITY STAFF IF THEY HAVE ANY ISSUES WITH THE PETITION IN WHICH THE CITY STAFF EXPLAINS HIS CONCERN OVER HOW THE OWNER WILL RECEIVE THEIR SUPPLIES, IF IT'LL BE SHIPPED OR NOT. THE OWNER EXPLAINS THEY WILL GO OUT AND RETRIEVE ALL MATERIALS THEMSELVES. THE BUILDING IN WHICH THE BUSINESS WILL BE RUN IN IS ON THE OWNER'S RESIDENCE IN A SMALL BUILDING IN THEIR BACKYARD. THE BUILDING IS UP TO CODE WITH A FEW ADJUSTMENTS TO BE MADE. THE BOARD ASKS THE APPLICANT IF THE CUSTOMERS THAT WILL BE DROPPING OFF THEIR DOGS WILL BE DROPPING THEM OFF THROUGH THE ALLY. THE APPLICANT EXPLAINS THAT WILL NOT BE GOING THROUGH THE ALLY. THE APPLICANT IS PLANNING TO ONLY SCHEDULE ONLY TWO DOGS A DAY, ONE FOR THE MORNING AND ONE FOR THE NIGHT TO PREVENT TRAFFIC.

27 LETTERS MAILED, 4 RETURNED, 2 IN FAVOR, 2 OPPOSED

Motion by Planning and Zoning Commissioner **Richard Leonard** to approve Item 3. Motion seconded by Planning and Zoning Commissioner **Kendall Meeks** and upon being put to a vote the motion **Pass.**

VOTING: "AYE" **4** "NAY" **0** "ABSTAIN" **0**

STAFF'S MEMORANDUM

THE STAFF DOES NOT RECOMMEND THE ZONE CHANGE BECAUSE OF CONCERNS WITH ALLOWING A COMMERCIAL BUSINESS IN A RESIDENTIAL NEIGHBORHOOD THAT CAN LEAD TO INCREASED TRAFFIC, INCREASED NOISE FROM BARKING DOGS, AND SPOT ZONING.

MINUTES

DATE OF MEETING: February 24, 2022 **AGENDA ITEM: 2**

SUBJECT:	**CITY MANAGER'S ADDRESS TO THE BOARD**
PROCEEDING:	Question and Answer
SUBMITTED BY:	City Staff

SUMMARY STATEMENT

THE CITY MANAGER WILL BE AVAILABLE TO DISCUSS THE IMPACT OF PLANNING AND ZONING ON THE COMMUNITY. THIS WILL BE A QUESTION-AND-ANSWER FORMAT.

PLANNING AND ZONING COMMISSION ACTION

Discussion: NO ACTION WAS TAKEN.

STAFF'S MEMORANDUM

NO ACTION WILL BE TAKEN ON THIS ITEM.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 22**

SUBJECT: **REQUEST FOR SPECIFIC USE PERMIT**
PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Ordinance, First Reading
AUTHORITY:

SUMMARY STATEMENT

City Council to consider approving an Ordinance on first reading for a specific use permit of Claudia Cortez 708 S. Ave S. Lamesa, Texas 79331 of the following property:

All of Lot 17 of the Meador Addition to the City of Lamesa, Dawson County, Texas located at 202 Raleigh Circle for use as a rental property for a Manufactured Home. *(Building Official)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve an Ordinance on first reading for a specific use permit for Claudia Cortez 202 Raleigh Circle for use as a rental property for a Manufactured Home. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY STAFF MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE DENYING A ZONE CHANGE FOR LOT 17 OF THE MEADOR ADDITION TO THE TOWN OF LAMESA, DAWSON COUNTY, TEXAS, FROM DISTRICT R-1 (SINGLE -FAMILY RESIDENTIAL) BUT GRANTING A SPECIFIC USE PERMIT WITH A TWO (2) YEAR LIMIT TO ALLOW THE PLACEMENT OF A MANUFACTURED HOME ON SUCH PROPERTY LOCATED AT 202 RALEIGH CIRCLE, LAMESA, TEXAS, UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION.

On the 15th day of March, 2022, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the Code of Ordinances of the City of Lamesa provides that the zoning districts of the City may be changed upon application and upon recommendation of the Planning and Zoning Commission of the City; and

WHEREAS, an application has been made for a specific use permit to allow placement of a manufactured home on the following described property, to-wit:

All of Lot 17, of the Meador Addition to the town Lamesa, Dawson County, Texas

WHEREAS, said property is located within the city limits of the City of Lamesa, Texas, located at 202 Raleigh Circle and is within a district zoned as R-1 (Residential); and

WHEREAS, the Planning and Zoning Commission of the City of Lamesa, Texas, after hearing such application and the arguments for and against the same, has voted to recommend to the City Council of the City of Lamesa, Texas, that such request for a change in the zoning be denied of such property be granted; providing that a specific use permit with a (2) year limit to allow the placement of a manufactured home and

WHEREAS, a public hearing, where all interested persons were provided an opportunity to be heard on the proposed zone change, was held at City Hall, 601 South First Street, in the City of Lamesa, Texas, on February 24, 2022, which date is not less than fifteen

days prior to the publication of a notice of such hearing in the Lamesa Press-Reporter, a newspaper of general circulation in the City of Lamesa, Texas;

WHEREAS, after such hearing, the City Council of the City of Lamesa, Texas, finds that the recommendation of the Planning and Zoning Commission of the City of Lamesa, Texas, should be accepted and the request for such specific use permit be granted.

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

SECTION ONE: That the request for a specific use permit to allow that operation of a Manufactured Home on the following property located at 202 Raleigh Circle, Lamesa, Texas, to-wit:

All of Lot 17, of the Meador Addition to the town Lamesa, Dawson County, Texas

be, and the same is hereby, **Granted, providing that a specific use permit with a (2) year limit to allow the placement of a manufactured home**

SECTION TWO: The provisions of this ordinance are to be cumulative and shall constitute an amendment to the zoning ordinance of the City of Lamesa, Texas, only as it applies to the hereinabove described property.

SECTION THREE: The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by applicable state law and the City Charter.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the 15th day of March, 2022; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 19th day of April, 2022.

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 23**

SUBJECT: **CITY STAFF REPORTS**
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to hear city departmental reports:

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

COUNCIL ACTION

No City Council action required.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM-24**

SUBJECT: **FINANCIAL REPORT**
PROCEEDING:
SUBMITTED BY: Finance Director
EXHIBITS:
AUTHORITY:

SUMMARY STATEMENT

Wayne Chapman, to report on the city's finances.

COUNCIL ACTION

No action required.

CITY STAFF MEMORANDUM

Wayne Chapman, will present an overview of the city's financial report

City of Lamesa
Financial Statement Summary
As of: February 28th, 2022

	Current Month-to-Date	Year-to-Date
General Fund (1)		
Revenues	$ 537,719.25	$ 3,116,053.73
Expenditures	$ 451,334.82	$ 2,354,107.82
Revenues Over/(Under) Expenditures	**$ 86,384.43**	**$ 761,945.91**
Water Fund (2)		
Revenues	$ 301,586.53	$ 2,101,311.54
Expenditures	$ 474,286.44	$ 1,672,916.23
Revenues Over/(Under) Expenditures	**$ (172,699.91)**	**$ 428,395.31**
Solid Waste Fund (3)		
Revenues	$ 203,314.27	$ 896,638.19
Expenditures	$ 112,249.89	$ 625,413.78
Revenues Over/(Under) Expenditures	**$ 91,064.38**	**$ 271,224.41**
Golf Course Fund (18)		
Revenues	$ 13,258.50	$ 89,709.14
Expenditures	$ 18,451.38	$ 105,164.72
Revenues Over/(Under) Expenditures	**$ (5,192.88)**	**$ (15,455.58)**
Wastewater & Collection (20)		
Revenues	$ 121,489.33	$ 624,996.65
Expenditures	$ 31,491.11	$ 376,390.67
Revenues Over/(Under) Expenditures	**$ 89,998.22**	**$ 248,605.98**
All Funds		
Revenues	$ 1,177,367.88	$ 6,828,709.25
Expenditures	$ 1,087,813.64	$ 5,133,993.22
Revenues Over/(Under) Expenditures	**$ 89,554.24**	**$ 1,694,716.03**

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

01 -GENERAL FUND
FINANCIAL SUMMARY

41.67% OF YEAR COMP.

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
01-TAXES	3,737,768.00	451,696.49	2,659,073.74	71.14	1,078,694.26
02-FRANCHISES AND STREET	521,500.00	21,036.52	185,720.70	35.61	335,779.30
03-PERMITS, LICENSES AND	67,700.00	3,034.57	33,882.11	50.05	33,817.89
04-FINES	50,000.00	7,692.40	26,666.95	53.33	23,333.05
05-RECREATIONAL AND RENTA	42,000.00	(3,024.68)	8,586.42	20.44	33,413.58
06-OTHER GOVERNMENTAL AGE	264,116.00	3,331.00	3,441.00	1.30	260,675.00
07-TRANSFERS	0.00	0.00	0.00	0.00	0.00
08-CHARGES FOR CURRENT SE	18,200.00	40.00	841.10	4.62	17,358.90
09-MISCELLANEOUS REVENUES	295,550.00	53,912.95	197,841.71	66.94	97,708.29
19-SOURCE (CHG TO 49XXX)	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	4,996,834.00	537,719.25	3,116,053.73	62.36	1,880,780.27
EXPENDITURE SUMMARY					
GENERAL ADMIN SERVICES	209,668.00	19,881.50	67,004.82	31.96	142,663.18
FINANCIAL SERVICES	109,160.00	14,853.06	49,008.91	44.90	60,151.09
PERSONNEL/RISK MGT SERV	73,995.00	5,286.63	31,467.17	42.53	42,527.83
COMMUNITY DEVELOPMENT SER	1,050.00	195.34	611.02	58.19	438.98
HOUSING ASSISTANCE SERV	35,627.00	6,130.19	14,977.46	42.04	20,649.54
CITY COUNCIL	50,003.00	3,149.37	16,482.22	32.96	33,520.78
CITY HALL	151,855.41	6,182.80	21,880.21	14.41	129,975.20
INTERGOVERNMENTAL	46,690.00	2,101.82	20,513.16	43.93	26,176.84
MUNICIPAL COURT	158,518.00	11,612.12	54,033.75	34.09	104,484.25
VEHICLE REPAIR SERVICES	53,744.00	4,256.82	4,931.25	9.18	48,812.75
VEHICLE PREVENTIVE MNT	394.00	376.30	82.10	20.84	311.90
FIRE SERVICES	763,753.00	51,309.74	278,939.90	36.52	484,813.10
VOLUNTEER FIRE SERVICES	127,992.00	6,661.58	39,271.67	30.68	88,720.33
PD - GEN'L ADMIN SERV	383,612.00	25,000.51	190,867.86	49.76	192,744.14
COMMUNICATIONS SERVICES	288,302.00	23,307.02	105,558.79	36.61	182,743.21
GEN'L LAW ENFORCEMENT SER	1,187,767.00	129,488.99	505,560.64	42.56	682,206.36
CRIMINAL INVESTIGATIONS	299,180.00	18,646.16	99,511.24	33.26	199,668.76
JUVENILE SERVICES	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL SERVICE	49,754.13	4,245.43	19,982.50	40.16	29,771.63
EMERGENCY MANAGEMENT SERV	18,754.00	11,785.14	12,335.38	65.77	6,418.62
NARCOTICS INTERDICTION	0.00	0.00	0.00	0.00	0.00
STREET MAINTENANCE SERV	375,001.30	40,194.58	129,180.57	34.45	245,820.73
STREET CONST/SEAL COAT	117,610.00	876.48	390,155.19	331.74	(272,545.19)
STREET CLEANING SERVICES	305.00	656.70	(3,536.48)	159.50-	3,841.48
TRAFFIC SERVICES	150,151.00	11,205.68	41,991.58	27.97	108,159.42
INSPECTION SERVICES	222,945.00	16,994.27	90,117.28	40.42	132,827.72
PARK MAINTENANCE SERVICES	372,830.66	21,852.46	119,479.92	32.05	253,350.74
PARK IRRIGATION SERVICES	(12,261.00)	(1,384.10)	(5,445.85)	44.42	(6,815.15)
COMMUNITY BUILDING SERV	36,964.00	3,882.62	13,362.70	36.15	23,601.30
RECREATIONAL FACILITIES	247,862.10	11,924.69	37,349.42	15.07	210,512.68

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

01 -GENERAL FUND
FINANCIAL SUMMARY

41.67% OF YEAR COMP.

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
SWIMMING POOL SERVICES	81,709.00	660.92	8,433.44	10.32	73,275.56
TOTAL EXPENDITURES	5,602,935.60	451,334.82	2,354,107.82	42.02	3,248,827.78
REVENUES OVER/(UNDER) EXPENDITURES	(606,101.60)	86,384.43	761,945.91	125.71-	(1,368,047.51)
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(606,101.60)	86,384.43	761,945.91	125.71-	(1,368,047.51)

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

02 -WATER & WASTEWATER ENTER.
FINANCIAL SUMMARY

41.67% OF YEAR COMP.

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
11-OPERATING REVENUES	4,170,750.00	297,750.26	1,662,714.14	39.87	2,508,035.86
12-NON-OPERATING REVENUES	55,649.37	3,836.27	438,597.40	788.14	(382,948.03)
TOTAL REVENUES	4,226,399.37	301,586.53	2,101,311.54	49.72	2,125,087.83
EXPENDITURE SUMMARY					
WATER PRODUCTION SERVICES	1,637,687.00	257,827.48	687,685.44	41.99	950,001.56
WATER DIST/WASTEWATER SER	1,773,388.00	183,020.13	786,391.16	44.34	986,996.84
WASTEWATER TREATMENT SERV	0.00	0.00	78.99	0.00	(78.99)
ENGINEERING SERVICES	98,087.00	4,654.66	23,465.01	23.92	74,621.99
TECHNICAL SERVICES	82,549.00	4,680.23	23,920.06	28.98	58,628.94
UTILITY BILLING/COLLECT	386,923.00	24,103.94	151,375.57	39.12	235,547.43
INSPECTION SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,978,634.00	474,286.44	1,672,916.23	42.05	2,305,717.77
REVENUES OVER/(UNDER) EXPENDITURES	247,765.37	(172,699.91)	428,395.31	172.90	(180,629.94)
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	247,765.37	(172,699.91)	428,395.31	172.90	(180,629.94)

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

03 -SOLID WASTE ENTERPRISE
FINANCIAL SUMMARY

41.67% 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	2,002,499.00	168,144.27	842,481.89	42.07	1,160,017.11
22-NON-OPERATING REVENUES	87,840.00	35,170.00	54,156.30	61.65	33,683.70
TOTAL REVENUES	2,090,339.00	203,314.27	896,638.19	42.89	1,193,700.81
EXPENDITURE SUMMARY					
SOLID WASTE COLLECTION SV	1,076,045.00	65,724.83	355,060.08	33.00	720,984.92
SANITARY LANDFILL SERVICE	826,596.00	34,200.95	192,601.96	23.30	633,994.04
SPECIALIZED COLLECTION SV	115,918.00	6,481.00	48,594.75	41.92	67,323.25
ENVIRONMENTAL HEALTH SERV	97,669.00	5,843.11	29,156.99	29.85	68,512.01
TOTAL EXPENDITURES	2,116,228.00	112,249.89	625,413.78	29.55	1,490,814.22
REVENUES OVER/(UNDER) EXPENDITURES	(25,889.00)	91,064.38	271,224.41	47.64-	(297,113.41)
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(25,889.00)	91,064.38	271,224.41	47.64-	(297,113.41)

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

18 -MUNICIPAL GOLF COURSE
FINANCIAL SUMMARY

41.67% OF YEAR COMP.

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
09-MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00
31-FEES AND DUES	210,381.99	13,258.50	89,709.14	42.64	120,672.85
TOTAL REVENUES	210,381.99	13,258.50	89,709.14	42.64	120,672.85
EXPENDITURE SUMMARY					
MUNICIPAL GOLF COURSE	214,095.90	18,451.38	105,164.72	49.12	108,931.18
TOTAL EXPENDITURES	214,095.90	18,451.38	105,164.72	49.12	108,931.18
REVENUES OVER/(UNDER) EXPENDITURES	(3,713.91)	(5,192.88)	(15,455.58)	416.15	11,741.67
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(3,713.91)	(5,192.88)	(15,455.58)	416.15	11,741.67

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

20 -WASTEWATER FUND
FINANCIAL SUMMARY

41.67% OF YEAR COMP.

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
41-OTHER FINANCING	1,526,900.00	121,489.33	624,996.65	40.93	901,903.35
TOTAL REVENUES	1,526,900.00	121,489.33	624,996.65	40.93	901,903.35
EXPENDITURE SUMMARY					
WASTEWATER	1,006,883.00	31,491.11	376,390.67	37.38	630,492.33
TOTAL EXPENDITURES	1,006,883.00	31,491.11	376,390.67	37.38	630,492.33
REVENUES OVER/(UNDER) EXPENDITURES	520,017.00	89,998.22	248,605.98	47.81	271,411.02
OTHER SOURCES (USES)	0.00	49.72	(2,189.25)	0.00	2,189.25
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	520,017.00	90,047.94	246,416.73	47.39	273,600.27

LAMESA TEXAS
TRADE CORRIDOR CROSSING

City of Lamesa
Balance Sheet Summary
As of : February 28th, 2022

General Fund (1)

Assets	$	5,198,423.50
Liabilities	$	1,048,025.22

Water Fund (2)

Assets	$	17,475,502.15
Liabilities	$	6,555,294.17

Solid Waste Fund (3)

Assets	$	5,050,265.02
Liabilities	$	2,312,216.87

Golf Course Fund (18)

Assets	$	159,635.90
Liabilities	$	192,654.87

Wastewater & Collection (20)

Assets	$	2,567,221.66
Liabilities	$	4,820,159.28

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
01-1001	CASH IN BANK	1,303,136.28
01-1002	PETTY CASH	0.00
01-1003	RETURNED CHECKS	4,710.80
01-1004	TAXES RECEIVABLE-DELIQUENT	333,544.75
01-1005	TAXES RECEIVABLE CURRENT	74,644.74
01-1006	PROV. FOR UNCOLLECT TAXES	(240,561.73)
01-1007	MISC ACCT. RECEIVABLE	3,156.65
01-1008	PROV. UNCOLLEC. ACCT/REC	(184.11)
01-1009	PAVING LEIN RECEIVABLE	196,455.27
01-1010	UNCOLLECTABLE PAVING LEIN	(152,590.55)
01-1011	A/R LUBBOCK TASK FORCE	(1,886.02)
01-1012	A/R TNRCC	0.00
01-1013	OFFICE SUPPLIES INVENTORY	0.00
01-1014	DUE FROM DAWSON COUNTY	3,460.55
01-1015	CASH IN BANK - PAYROLL	392.50
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	3,128,684.29
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	8,678.31
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	392,229.97
01-1035	DUE FROM IMS FLEX ACCT.	0.00
01-1036	FRANCHISE TAX RECEIVABLE	107,187.75
01-1037	DUE FROM WASTEWATER	0.00
01-1038	DUE FROM DAWSON COUNTY	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	2,693.35
01-1047	PD SEIZURE FUND	8,957.14
01-1050	DUE TO/FROM RISK MGMT & SAFE	0.00
01-1055	DUE FROM INVESTMENT FUND	0.00
01-1056	DUE FROM TEXstar POOL	703.98
01-1060	DUE FROM ECONOMIC DEVELO	33,147.23
01-1061	DUE FROM BUILDING SECURITY	0.00
01-1062	DUE FROM PEG FUND	0.00

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
01-1063	DUE FROM POLICE DONATION FUND	0.00	
01-1064	DUE FROM TECHNOLOGY FUND	0.00	
01-1065	DUE FROM ECONOMIC DEV./AUDITOR	(13,792.01)	
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	
			5,198,423.50
	TOTAL ASSETS		5,198,423.50

LIABILITIES

01-2013	PAVING LIEN REFUND PAYABLE	0.00	
01-2014	SALES TAX PAYABLE	11,374.98	
01-2015	VOUCHERS PAYABLE	673,875.21	
01-2016	COMMUNITY BLDG.DEPOSITS	10,990.00	
01-2017	REFUND OF CASH DEPOSITS	591.00	
01-2018	WAGES PAYABLE	0.00	
01-2019	GROUP INSURANCE PAYABLE	0.00	
01-2020	WITHHOLDING TAX PAYABLE	0.00	
01-2021	SOCIAL SECURITY PAYABLE	0.00	
01-2022	T.M.R.S. PAYABLE	0.00	
01-2023	AUTO ALLOWANCE PAYABLE	0.00	
01-2024	BONDS	0.00	
01-2025	DEDUCTIONS PAYABLE	0.00	
01-2026	WORKERS COMPENSATION	(25.00)	
01-2027	AIRPORT	0.00	
01-2028	OPTIONAL LIFE PAYABLE	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	(16,913.07)	
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	28.00	
01-2041	SALES TX DUE TO LEDC -TX COMPT	65,371.66	
01-2042	DUE TO LEAP -SALES TAX	65,371.66	
01-2043	TMRS EMPLOYEE BACK PAY	886.49	
01-2044	FLEX SPENDING ACCT. (FSA)	(242.89)	

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
01-2045	PROV. FOR COMP.ABSENCES	(0.13)	
01-2048	1992 C O DEBT-PRINCIPAL	0.00	
01-2049	1992 C.O. DEBT	0.00	
01-2050	ICMA-RC PAYABLE	0.00	
01-2051	COURT BONDS PAYABLE	0.00	
01-2052	COURT BUILDING SECURITY FUND	0.00	
01-2053	COURT TECHNOLOGY FEE	0.00	
01-2054	MVBA COLLECTIONS	977.96	
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	
01-2059	DUE FROM TRUANCY FUND	0.00	
01-2070	GROUP INS. PRE-TAX	232.55	
01-2075	EMPLOYEE REIMB. SICK LEAVE	0.00	
01-2080	DEFERRED REVENUE-PAVING	0.00	
01-2081	DEFERRED REVENUE-TAXES	167,627.78	
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	(1,434.58)	
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	(269.86)	
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	629.09	
01-2096	EMPLOYEE LEGAL SERV. PAYABLE	181.30	
01-2097	WORK BOOTS PAYABLE	(1,545.66)	
01-2098	DEFERRED REV. - SPORTS COMPLEX	43,864.72	
01-2099	JAE FITNESS PAYABLE	(745.03)	
01-2150	ACCRUED PAYABLES	0.00	
01-2160	ACCRUED PAYROLL LIABILITY	25,307.68	
01-2999	PROFIT & LOSS	0.00	
	TOTAL LIABILITIES		1,048,025.22
EQUITY			
01-3001	FUND BALANCE	3,388,452.37	
01-3002	RESERVE-CAPITAL EQUIPMENT	0.00	
01-3003	RESERVE-BUILDING & COMPUTER	0.00	
01-3010	C.O. INTEREST	0.00	
01-3011	C.O. PRINCIPAL	0.00	
01-3012	TAN INTEREST	0.00	
01-3013	TAN PRINCIPAL	0.00	
01-3014	OTHER PRINCIPAL	0.00	
01-3015	OTHER INTEREST	0.00	
	TOTAL BEGINNING EQUITY	3,388,452.37	

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
	TOTAL REVENUE	3,116,053.73		
	TOTAL EXPENSES	2,354,107.82		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	761,945.91		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		4,150,398.28	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,198,423.50

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
02-1001	CASH IN BANK	1,846,913.23
02-1002	CASH IN DRAWER	0.00
02-1003	DUE FROM INVESTMENTS/WATER DEP	31,540.08
02-1004	CAPITAL EQUIPMENT RESERVE	1,094,512.16
02-1005	W.S.G. CHGS. RECEIVABLE	204,268.77
02-10051	REFUNDS PAYABLE	1,893.22
02-10052	UTILITY A/R SUSPENSE	0.00
02-10053	UNAPPLIED US REVENUE	(27,409.35)
02-10054	US GL RECON REPORT	0.00
02-10059	UNBILLED REVENU RECEIVABLE	257,344.45
02-1006	PROV.FOR UNCOLLECT. ACCTS	(68,638.85)
02-1007	INVENTORY SUPPLIES	259,176.97
02-1008	WW. TRMT PLNT .RES.INVESTMENTS	98,064.57
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	187,349.78
02-1016	WELLS & WELL HOUSES	0.00
02-1017	BOOSTER STAT. AND STORAGE	347,071.00
02-1018	WATER LINES,VALVES & FITT	256,996.50
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	(14,544,680.09)
02-1023	SEWER SYSTEM-LAND & LAGOO	0.00
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	WATER RESERVE	361,451.07
02-1031	ACCOUNTS REC. - TRRA	0.00
02-1032	06 TAN ISSUANCE COSTS	0.00
02-1033	06 TAN AMORTIZATION	29,278.00
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	19,411.24
02-1037	DUE TO INV. - WELLS &TOWER	418,707.17
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
02-1051	UITLITY SYSTEM & REPLACEMENT	28,054.90
02-1060	CIP - NEW WATER WELL PROJECT	(0.71)
02-1065	CIP - LUBBOCK HWY LIFTSTATION	0.16

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
02-1070	CIP - ELEVATED STORAGE TANK	0.24	
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)	169,935.03	
02-1081	DEFERRED OUTFLOW-PENSION CONTR	29,540.26	
02-1082	DEFERRED OUTFLOW-PENSION INV E	217,728.15	
02-1083	L.E.D.C. PRISON TOWER REC.	0.00	
			17,475,502.15
	TOTAL ASSETS		17,475,502.15
	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	3,604.45	
02-2027	UNDEPOSITED METER DEPOSIT	0.00	
02-2028	WATER DEPOSITS	291,764.98	
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	24,116.15	
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	0.00	
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	

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
02-2070	GROUP INS. PRE-TAX	0.00	
02-2085	AFLAC PRE-TAX	0.00	
02-2090	AFLAC POST TAX	0.00	
02-2095	VISION INS. PAYABLE	0.42	
02-2160	ACCRUED PAYROLL LIABILITY	6,086.32	
02-2900	CURRENT PORTION 91 C.O.'S	0.00	
02-2901	CURRENT PORTION - USDA	0.00	
02-2902	CURRENT PORTION-2006 TAN	0.00	
02-2903	CURRENT PORTION-CAT FINANCE	0.00	
02-2904	LEASE PAYABLE-AAIG (CURRENT)	(134,162.81)	
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	(1,473.20)	
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	1,084,625.00	
02-2926	CONJ USE SERIES 2011-CURRENT	85,809.00	
02-2927	REFUNDING 2010 - NON CURRENT	(14,336.00)	
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	188,556.00	
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	641,464.00	
02-2938	GROUNDWATER 2012-CURRENT	99,285.00	
02-2939	2014 BOND (2005) ST	1.00	
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	366,071.00	
02-2944	2014 PREMIUM (2006)	54,816.00	
02-2945	2017 BACKHOE LOADER LT	1,162.37	
02-2946	2017 BACKHOE LOADER ST	17,480.00	
02-2947	CHEVROLET SILVERADO CL	16,605.40	
02-2950	DEFERRED OUTFLOW-PENSION	341,965.82	
02-2999	PROFIT & LOSS	0.00	
	TOTAL LIABILITIES		6,555,294.17

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
EQUITY				
02-3001	FUND BALANCE	10,491,812.67		
02-3002	RESERVE-UTILITY SYSTEM IMPROV	0.00		
02-3010	C.O. INTEREST	0.00		
02-3012	TAN INTEREST	0.00		
	TOTAL BEGINNING EQUITY	10,491,812.67		
	TOTAL REVENUE	2,101,311.54		
	TOTAL EXPENSES	1,672,916.23		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	428,395.31		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		10,920,207.98	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			17,475,502.15

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
03-1001	CASH IN BANK	1,389,318.80	
03-1002	CASH IN BANK - DEBT SERVICE	0.00	
03-1003	CASH IN BANK - CAPITAL RESERVE	0.00	
03-1004	DUE FROM GENERAL FUND	0.00	
03-1005	DUE FROM WASTEWATER	0.00	
03-10059	UNBILLED REVENUE RECEIVABLE	104,951.40	
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	127,046.11	
03-1010	UNAMORTIZED TAN ISSUE COSTS	0.00	
03-1011	GARBAGE CHG. RECEIVABLE	128,521.35	
03-1012	UNCOLLECTIBLE GARB.CHGS.	(42,398.46)	
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.	6,812,486.93	
03-1020	DUE FROM INVESTMENT FUND	0.00	
03-1021	CAPITAL EQUIPMENT RESERVE	48,811.93	
03-1022	POST CLOSURE RESERVE	664,817.59	
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	(7,014,314.15)	
03-1080	NET PENSION ASSET (LIABILITY)	91,815.74	
03-1081	DEFERRED OUTFLOW-PENSION CONTR	15,960.57	
03-1082	DEFERRED OUTFLOW-PENSION INV	117,638.32	
			5,050,265.02
	TOTAL ASSETS		5,050,265.02
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	734.56	
03-2045	PROV-COMPENSATED ABSENCE	19,468.44	
03-2049	1992 C.O. DEBT NON-CURRENT	0.00	
03-2050	N/P - CATEPILLAR (DOZER)	(0.25)	
03-2051	EST.LIAB.LANDFILL CLOSURE	632,000.60	
03-2052	OUTSOURCE LEASE-MAD VAC S-T	0.00	

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
03-2053	CATEPILLAR 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	4,694.22	
03-2165	N/P MACK TRUCK W/ SIDELOAD -LT	127,675.00	
03-2166	N/P MACK TRUCK W/ SIDELOAD -ST	(38,278.00)	
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	CATEPILLAR 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	77,629.00	
03-2908	ST-CATERPILLAR BULL DOZER 2015	41,634.00	
03-2909	LT-CATERPILLAR BULL DOZER 2015	(41,634.00)	
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	(43,995.42)	
03-2914	TAX NOTE COMPACTOR 2019 - LT	586,214.00	
03-2915	CHEVROLET SILVERADO CL	11,283.45	
03-2916	CHEVY SILVERADO LEASE -ST	5,913.00	
03-2917	SKID STEER CL	11,205.23	
03-2918	SKID STEER LEASE - ST	8,830.00	
03-2919	MOTOR GRADER CL	143,761.00	
03-2920	MOTOR GRADER LEASE - ST	16,546.00	
03-2921	COMPACTOR 2020 - L-T	657,584.67	
03-2922	COMPACTOR 2020 - S-T	(74,831.88)	
03-2924	TAX NOT 19 SCRAPER 2019 - S-T	(71,913.40)	
03-2950	DEFERRED INFLOW-PENSION	184,763.81	
	TOTAL LIABILITIES		2,312,216.87
EQUITY			
03-3001	FUND BALANCE	2,359,595.56	
03-3002	INVESTMENT IN PROPERTY	0.00	
03-3003	UNRESERVED FUND BALANCE	0.00	
03-3004	POSTCLOSURE RESERVE	107,228.18	
03-3005	RESERVE ENVIROMENTAL OPER CNTR	0.00	
03-3010	C.O. INTEREST	0.00	
03-3012	TAN INTEREST	0.00	
	TOTAL BEGINNING EQUITY	2,466,823.74	

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
	TOTAL REVENUE	896,638.19		
	TOTAL EXPENSES	625,413.78		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	271,224.41		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		2,738,048.15	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,050,265.02

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

18 -MUNICIPAL GOLF COURSE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
18-1001	CASH	(96,698.82)		
18-1002	MEMORIAL FUND	4,331.36		
18-1005	GOLF FEES RECEIVABLE	60,309.05		
18-1006	ALLOWANCE FOR BAD DEBTS	(38,843.45)		
18-1020	LAND IMPROVEMENTS	79,362.32		
18-1021	EQUIPMENT	336,530.53		
18-1022	DEPRECIATION	(265,151.68)		
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)	22,061.36		
18-1081	DEFERRED OUTFLOW-PENSION CONTR	3,834.98		
18-1082	DEFERRED OUTFLOW-PENSION INV.	28,265.98		
			159,635.90	
	TOTAL ASSETS			159,635.90
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	7,778.47		
18-2045	COMP. ABSENCES - LONG TERM	12,161.53		
18-2160	ACCRUED PAYROLL LIABILITY	1,293.75		
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	(29,361.52)		
18-2906	RANGE BALL SERVER- LT PORTION	(33,841.16)		
18-2907	TORO MOWER LT	32,576.00		
18-2950	DEFERRED INFLOW-PENSION	44,394.80		
	TOTAL LIABILITIES		192,654.87	
EQUITY				
18-3001	FUND BALANCE	(17,563.39)		
	TOTAL BEGINNING EQUITY	(17,563.39)		
	TOTAL REVENUE	89,709.14		
	TOTAL EXPENSES	105,164.72		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(15,455.58)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(33,018.97)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			159,635.90

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2022

20 -WASTEWATER FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
20-1001	CASH	1,086,277.76		
20-10059	UNBILLED REVENUE RECEIVABLE	89,753.99		
20-1006	ALLOWANCE FOR BAD DEBTS	(17,052.87)		
20-1010	SEWER CHARGES RECEIVABLE	83,262.14		
20-1020	DUE FROM INVESTMENT FUND	474,587.68		
20-1021	LAND	95,540.50		
20-1025	SEWER PLANT/LIFT STATIONS	102,084.40		
20-1035	CIP - LIFTSTATION	573,224.20		
20-1980	DEFERRED OUTFLOW/2019 REF BOND	79,543.86		
			2,567,221.66	
	TOTAL ASSETS			2,567,221.66
LIABILITIES				
20-2010	DUE TO GENERAL FUND	0.00		
20-2020	DUE FROM WASTEWATER FUND	0.00		
20-2054	BOND PAYABLE - USDA	0.00		
20-2160	ACCRUED PAYROLL LIABILITY	1,917.34		
20-2901	CURRENT PORTION - USDA	0.00		
20-2916	TAX NT 2019 LIFT STATION - L-T	677,941.00		
20-2917	TAX NT 19 LIFT STATTION - S-T	(128,356.80)		
20-2918	2019 REFUNDING BONDS	3,925,000.00		
20-2980	BOND ISSUANCE PREM.2019 REF BO	343,657.74		
	TOTAL LIABILITIES		4,820,159.28	
EQUITY				
20-3001	FUND BALANCE	(2,550,477.19)		
	TOTAL BEGINNING EQUITY	(2,550,477.19)		
	TOTAL REVENUE	676,119.49		
	TOTAL EXPENSES	378,579.92		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	297,539.57		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(2,252,937.62)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,567,221.66

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 25**

SUBJECT: **CITY MANAGER REPORT**
PROCEEDING:
SUBMITTED BY: City Manager
EXHIBITS:
AUTHORITY:

SUMMARY STATEMENT

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

COUNCIL ACTION

No City Council action required.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM:26**

SUBJECT: **MAYORS REPORT**
SUBMITTED BY: Mayor

SUMMARY STATEMENT

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

COUNCIL ACTION

No City Council action required.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 27**

SUBJECT: **EXECUTIVE SESSION**
PROCEEDING: Closed Session
SUBMITTED BY: City Council
EXHIBITS:
AUTHORITY: Texas Open Meetings Act Chapter 551, Government Code

SUMMARY STATEMENT

Council to consider convening into closed executive session regarding;

Sec. 551.071, Texas Government Code Consultation with Attorney regarding contemplated litigation under the provisions of the Texas Open Meetings Act).

Sec. 551.074, Texas Government Code: "Personnel Matters; CLOSED MEETING. (a) This chapter does not require a governmental body to conduct an open meeting: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee." No action will be taken in closed session.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to convene in closed executive session in accordance with the provisions of the Texas Open Meetings Act. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CERTIFIED AGENDA: EXECUTIVE SESSION OF

THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS

On this March 15, 2022, at a regularly scheduled meeting of the City Council of the City of Lamesa, Texas the Council adjourned into a closed executive session; notice of said session having been given by a notice posted at the City Hall, 601 South First Street at least seventy-two hours in advance.

A. ANNOUNCEMENT BY PRESIDING OFFICER:

"The City Council will begin its executive session on March 15, 2022 at _____ P.M."

The subject matter of each executive session deliberation is as follows:

Sec. 551.071, Texas Government Code Consultation with Attorney regarding contemplated litigation under the provisions of the Texas Open Meetings Act).

Sec. 551.074, Texas Government Code: "Personnel Matters; CLOSED MEETING. (a) This chapter does not require a governmental body to conduct an open meeting: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee."

B. ANNOUNCEMENT BY PRESIDING OFFICER:

"The City Council has completed its executive session on, March 15, 2022 at _____ P.M."

C. CERTIFICATION:

I hereby certify that this agenda of an executive session of the City Council of the City of Lamesa, Texas is a true and correct record of the proceedings pursuant Texas Open Meetings Act (Chapter 551, Government Code).

WITNESS my hand this March 15, 2022

_____

Josh Stevens, Mayor

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 28**

SUBJECT: **APPOINTMENT-LAMESA ECONOMIC DEVELOPMENT BOARD MEMBER**
PROCEEDING: Approval
SUBMITTED BY: City staff

SUMMARY STATEMENT

Consider appointing _____ to the Lamesa Economic Development Corporation Board for a two (2) year term ending on Dcember 2023.*(EDC Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to appoint _____ to the Lamesa Economic Development Corporation Board for a two (2) year term ending on Dcember 2023. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 29**

SUBJECT: **APPOINTMENT- LAMESA ECONOMIC ALLIANCE PROJECT BOARD:**
PROCEEDING: Approval
SUBMITTED BY: City staff

SUMMARY STATEMENT

Consider appointing _____to the Lamesa Economic Alliance Project for a two (2) year term ending on December 2023. (*EDC Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to appoint _____ to the Lamesa Economic Alliance Project for a two (2) year term ending on December 2023.. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 15, 2022 **AGENDA ITEM: 30**

ADJOURNMENT: *Announcement* – "The next regular meeting of the City Council of the City of Lamesa, Texas will be held at 5:30 p.m., on **Tuesday, April 19, 2022** at City Hall, 601 South First Street. Persons desiring to present business to the city council at that meeting are directed to submit a request in writing to the city secretary by **Wednesday, April 06, 2022** in order to be included on the agenda. There being no other business, the meeting is hereby adjourned."