



CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULARLY SCHEDULED MEETING AT 5:30 P.M. ON TUESDAY, AUGUST 15, 2023, 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 City Council regular meeting held on July 18th, 25th and August 1st, 2023.
 - b. **BILLS FOR JULY 2023:** Approval of the bills paid by the City of Lamesa for the month of July 2023
4. **LEDC/LEAP FY 2023/2024 BUDGET PRESENTATION AND ADOPTION:** City Council to hear presentation regarding the LEDC/LEAP FY 2023/2024 proposed budget and consider adoption of proposed budget. (*EDC Director*)
5. **RE-APPOINTMENT OF CRIS NORRIS TO THE CANADIAN RIVER MUNICIPAL WATER AUTHORITY:** City Council to approve the Cris Norris to serve as the City's representative on the Canadian River Municipal Water Authority Board. (*City Manager*)
6. **EMPLOYEE ASSISTANCE PROGRAM (EAP) AGREEMENT WITH TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER:** City Council to consider approving an agreement with Texas Tech University Health Sciences Center to provide an Employee Assistance Program (EAP) to benefit City employees and volunteer firefighters. (*Human Resources Director*)
7. **RECOGNITION CEREMONY FOR LAMESA POLICE OFFICER:** Mayor and City Council to recognize Lamesa Police Officer. (*Police Chief*)
8. **LETTER OF ENGAGEMENT FOR AUDIT SERVICES FOR FY-2022-2023:**

City Council to consider approving the letter of engagement for Audit Services with Terry & King CPAs, P.C. for Fiscal Year 2022-2023. *(Finance Director & City Manager)*

9. INTERLOCAL AGREEMENT – 9-1-1 PUBLIC SAFETY ANSWERING POINT:

City Council to consider approving an Interlocal agreement with the Permian Basin Regional Planning Commission relating to the planning, development, operation and provision of 9-1-1 services for FY2023 through 2025. *(City Manager)*

10. BUDGET AMENDMENT VI: City Council to consider amending Ordinance O-18-22 on first reading with respect to the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023. *(This budget amendment is for recognizing the reimbursement of \$40,000.00 from LEAP to the Inspection Dept. for demolition of sub-standard structures.) (City Manager & Finance Director)*

11. 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)*

12. RENEWAL OF ATMOS FRANCHISE AGREEMENT: City Council to consider approving an Ordinance on first reading for the renewal of the Atmos Franchise Agreement and authorizing the Mayor to execute all necessary documents. *(City Manager)*

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM; City Council to consider passing a Resolution approving a negotiated settlement between the executive committee of Cities Served By Atmos West Texas ("CITIES") and Atmos Energy Corp., West Texas Division regarding the company's 2023 rate review mechanism.. *(City Manager)*

14. WEST TEXAS CONSULTANTS ENGINEERING & GRANT SERVICES PROPOSAL: City Council to consider approving West Texas Consultants (WTC) Engineering Services. *(City Manager)*

15.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
- c. **GOLF COURSE REPORT:** Golf Course Superintendent to report on conditions and events at the Golf Course

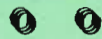
16.FINANCIAL REPORT: Finance Director to report on the city's finances.

17.INVESTMENT REPORT: Finance Director to report on the city's investments for the third quarter of FY 2022-2023.

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

19.MAYOR's REPORT: Mayor to report on current activities.

20.ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be August 17, 2023 at 5:30 P.M.*




Open Meetings Information



CLOSED MEETINGS

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

PUBLIC PARTICIPATION

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

MEETING ACCESSIBILITY

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

Contact: Betty Conde at 806-872-4322

✉ 601 South First Street, Lamesa, Texas 79331

☎ **Telephone - (806) 872-4322**

☎ **Fax - (806) 872-4338**

CERTIFICATION OF NOTICE



I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at **4:45 p.m., August 11th, 2023**, in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

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
VACANT	Council Member – District 1
FRED VERA	Council Member – District 2
GLORIA V RODRIGUEZ	Council Member – District 3
DANNY JACOBS	Council Member – District 4/MAYOR PRO-TEM
BOBBY G. GONZALES	Council Member – District 5
RUDY SAUSED JR	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: AUGUST 15, 2023

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 July 18th , 25th and August 1st , 2023.
- b. **BILLS FOR JULY 2023:** Approval of the bills paid by the City of Lamesa for the month of July 2023.

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 from the list, his/her "no" vote or abstention can be entered in the minutes when the consent vote is taken.

Recommend approval.

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

MINUTES OF THE CITY COUNCIL REGULARLY SCHEDULED MEETING:

July 18, 2023

On this the 18th day of July 2023, 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 Absent
VACANT	Council Member – District 1
FRED VERA	Council Member – District 2
GLORIA V. RODRIGUEZ	Council Member – District 3
DANNY JACOBS	Council Member - District 4 Mayor Pro Tem
BOBBY G. GONZALES	Council Member – District 5
RUDY SAUSED JR.	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:

Wayne Chapman	Robert Ramirez	Irma Ramirez	Leticia Dimas	Norma Garcia
Josh Peterson	Michael Holder	Ernest Ogeda	Irma Ramirez	Bob Henderson
Larry Duyck	Mona Ferguson	Zac Fitzgerald	Brian Cox	Tobin Ellison

INVOCATION: Bobby Gonzales

CONSENT AGENDA: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member 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 City Council regular meeting held on June 20, 29, and July 6, 2023
- b. **BILLS FOR JUNE 2023:** Approval of the bills paid by the City of Lamesa for the month of June 2023.

Motion by Council Member Bobby Gonzales to approve Items 3a & b. Motion seconded by Council Member Gloria V Rodriguez and upon being put to a vote the motion passed.

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

RESOLUTION OF THE CITY OF LAMESA APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BETWEEN LAMESA ECONOMIC ALLIANCE PROJECT AND 1 SAM 1, LLC, AND CODY SANDLIN: City Council to consider approving a Resolution on second reading approving an Economic Incentive and Performance Agreement between Lamesa Economic Alliance Project and 1 Sam 1, LLC, and Cody Sandlin. (*City Manager*)

Motion by Council Member Bobby Gonzales to approve a resolution on second reading approving an Economic Incentive and Performance Agreement between Lamesa Economic Alliance Project and 1 Sam-1, LLC, and Cody Sandlin. Motion seconded by Council Member Rudy Sauseda and upon being put to a vote the motion passed.

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

ORDINANCE AMENDING SECTIONS OF ARTICLE 3.03 OF CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS, ENTITLED "BUILDING REGULATIONS": City council to consider approving an ordinance on second reading amending Chapter 3 entitled "Building Regulations of the Code of Ordinances of the City of Lamesa, Texas. (*City Inspector*)

Motion by Council Member Bobby Gonzales to approve an Ordinance on second reading amending Chapter 3 entitled "Building Regulations" of the Code of Ordinances of the City of Lamesa, Texas. Motion seconded by Council Member Gloria V Rodriguez and upon being put to a vote the motion passed.

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

OPEN AND AWARD BIDS – 22"10 BLADE MOWER: City Council to open and award bids for the sale of a 22" 10 Blade Mower. (*City Manager*)

Motion by Council Member Rudy Sauseda awarded bid to Waylan Hogg in the amount of \$100.00 for the sale of a 22"10 Blade Mower from the Golf Department. Motion seconded by Council Member Bobby Gonzales and upon being put to a vote the motion passed.

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

OPEN AND AWARD BID FOR INFORMATION TECHNOLOGY (IT) SERVICES: City Consider to open and review Information Technology Services Proposals and award bid. (*City Manager*)

Motion by Council Member to award bid to _____ for Information Technology (IT) Services. Motion seconded by Council Member _____ and upon being put to a vote the motion passed

VOTING: "AYE" "NAY" "ABSTAIN"

Pass the agenda item and bring it back on the July 25, 2023 meeting.

LISD SCHOOL RESOURCE OFFICER SERVICE AGREEMENT: City Council to consider passing a resolution approving a Service Agreement for LISD School Resource Officer between the City of Lamesa and the Lamesa Independent School District. (*City Manager*)

Motion by Council Member Rudy Sauseda to pass a resolution to approve a Service Agreement for LISD School Resource Officer between the City of Lamesa and the Lamesa Independent School District. Motion seconded by Council Member Bobby Gonzales and upon being put to a vote the motion passed.

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

RESOLUTION OF THE CITY OF LAMESA, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATIONS RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED A City Council to pass a resolution finding that Oncor Electric Delivery Company LLC's application to amend its distribution cost recovery factor and update generations riders to increase distribution rates within the city should be denied (*City Manager*)

Motion by Council Member Gloria V Rodrigue to pass a resolution finding hat Oncor Electric Delivery Company LLC's application to amend its distribution cost recovery factor and update generations riders to increase distribution rates within the city should be denied. Motion seconded by Council Member Bobby Gonzales and upon being put to a vote the motion passed.

VOTING:

"AYE" 5

"NAY"

"ABSTAIN"

DISCUSS SCADA PROPOSALS: SCADA proposal submitted for bid to be discussed and potential award in addition to the USDA project SCADA to get coverage on remaining Water and WW systems. *(City Manager)*

Joe Hines presented the information regarding the Scada System and asked the council if they want to

UPDATE ON CITY DEMOLITIONS: Brian Beck will present a report on City demolitions. *(City Manager)*

CITY STAFF REPORTS:

- a. **POLICE CHIEF REPORT:** Police Chief to report on the city's recent events.
- b. **FIRE CHIEF REPORT:** Fire Chief to report on the city's recent events.
- c. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events.
- d. **LAMESA ECONOMIC DEVELOPMENT CORPORATION QUARTERLY REPORT:** Council to hear from LEDC/LEAP Executive Director Mona Ferguson regarding LEDC/LEAP Quarterly Report/Year in Review

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.

MAYOR'S REPORT: The Mayor to report on current activities and to answer questions from City Council.

BUDGET WORKSHOP: Council to meet with city staff to discuss and set priorities for the 2023 2024 operating budget.

EXECUTIVE SESSION: Council to consider convening into closed executive session regarding Deliberation regarding real property (Chapter 551.072 Texas Government Code).

Motion by Council Member Bobby Gonzales to enter into executive session. Motion seconded by Council Member Rudy Sauseda 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 July 25, 2023, at 5:30 P.M.*

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

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

MINUTES OF THE CITY COUNCIL REGULARLY SCHEDULED MEETING:

July 25, 2023

On this the 25th day of July 2023, 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 4 City Council Members were present:

JOSH STEVENS	Mayor
VACANT	Council Member – District 1
FRED VERA	Council Member – District 2 ABSENT
GLORIA V. RODRIGUEZ	Council Member – District 3 ABSENT
DANNY JACOBS	Council Member - District 4 Mayor Protem
BOBBY G. GONZALES	Council Member – District 5
RUDY SAUSED JR.	Council Member – District 6

City staff members present at the meeting:

JOE HINES	CITY MANAGER
BETTY CONDE	CITY SECRETARY
RUSSELL CASSELBERRY	CITY ATTORNEY ABSENT

Members of the press present at the meeting:

Mary Elizabeth

Members of the public present at the meeting:

Wayne Chapman	Robert Ramirez	Irma Ramirez	Zac Fitzgerald	Norma Garcia
Josh Peterson	Brian Beck	Sandy Trevino	Ernest Ogeda	

INVOCATION: Bobby Gonzales

AWARD INFORMATION TECHNOLOGY (IT) SERVICE CONTRACT: City Council to consider awarding the Information Technology (IT) Services Contract. *(City Manager)*

Motion by Council Member Bobby Gonzales to award bid to CTSI for Information Technology (IT) Services Contract. Motion seconded by Council Member Danny Jacobs and upon being put to a vote the motion passed.

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

REQUEST FOR PROPOSALS (RFP) FOR SCADA SYSEM: City Council to consider call for proposals for Scada system upgrade for the Water and Wastewater system. *(City Manager)*

Motion by Council Member Danny Jacobs to consider call for proposals for Scada system upgrade for the Water and Wastewater systems. Motion seconded by Council Member Rudy Sauseda and upon being put to a vote the motion passed.

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

BUDGET WORKSHOP: Council to meet with city staff to discuss and set priorities for the 2023 2024 operating budget.

ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be August 1, 2023, at 5:30 P.M.*

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

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

MINUTES OF THE CITY COUNCIL REGULARLY SCHEDULED MEETING:

August 1, 2023

On this the 1st day of August 2023, 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
VACANT	Council Member – District 1
FRED VERA	Council Member – District 2
GLORIA V. RODRIGUEZ	Council Member – District 3 ABSENT
DANNY JACOBS	Council Member - District 4 Mayor Protem
BOBBY G. GONZALES	Council Member – District 5
RUDY SAUSED JR.	Council Member – District 6

City staff members present at the meeting:

JOE HINES	CITY MANAGER
BETTY CONDE	CITY SECRETARY
RUSSELL CASSELBERRY	CITY ATTORNEY ABSENT

Members of the press present at the meeting:

Mary Elizabeth

Members of the public present at the meeting:

Wayne Chapman	Robert Ramirez	Irma Ramirez	Leticia Dimas	Norma Garcia
Josh Peterson	Brian Beck	Sandy Trevino		
Larry Duyck				

INVOCATION: Bobby Gonzales

PRESENTATION TO GOVERNING BODY OF THE CITY'S 2023 CERTIFIED APPRAISAL ROLL, THE NO NEW REVENUE TAX RATE AND VOTER APPROVAL TAX RATE CALCULATIONS: City Manager to present to City Council the City's 2023 Certified Appraisal Roll, the No New Revenue Tax Rate and the Voter Approval Tax Rate Calculations as certified by the Dawson County Central Appraisal District, Chief Appraiser Norma Brock. *(City Manager)*

AD VALOREM TAX RATE – 2023: City Council to discuss and set the proposed tax rate, consider voting to holding one (1) public hearing on a proposal to increase the total tax revenues of the City of Lamesa from properties on the tax roll and **take a record vote** on the following dates: *(City Manager & Finance Director)*

Motion by Council Member Bobby Gonzales to set the proposed tax rate at 0.745187 and hold one (1) public hearing on a proposal to increase the total tax revenues of the City of Lamesa from properties on the tax roll on **August 17, 2023** at 5:30 p.m. Motion seconded by Council Member Danny Jacobs and upon being put to a vote the motion passed.

(VOTE BY SHOW OF HAND) 

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	<u>✓</u>	_____	_____
VACANT	_____	_____	_____
FRED VERA	<u>✓</u>	_____	_____
GLORIA V. RODRIGUEZ	<u>✓</u>	_____	_____
DANNY L JACOBS	<u>✓</u>	_____	_____
BOBBY GONZALES	<u>✓</u>	_____	_____
RUDY SAUSEDA JR	<u>✓</u>	_____	_____

DECLARE REGULARLY SCHEDULED MEETING: City Council to declare regularly called meeting for the following date. *(City Manager)*

- Motion by Council Member Rudy Sauseda to designate the following date as regularly scheduled meetings for FY 2022/2023 Budget and Taxation. Motion seconded by Council Member Danny Jacobs and upon being put to a vote the motion passed.

• VOTING: "AYE 5 "NAY" "ABSTAIN"

BUDGET WORKSHOP: Council to meet with city staff to discuss and set priorities for the 2023 – 2024 operating budget. *(City Manager & Finance Director)*

ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be August 15, 2023, at 5:30 P.M.*

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

8-10-2023 9:17 AM

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

PAGE: 1

FUND : 01 -GENERAL FUND

PERIOD TO USE: Jul-2023 THRU Jul-2023

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

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

1001	CASH IN BANK								
------	--------------	--	--	--	--	--	--	--	--

7/03/23	7/03	A52022	CHK: 212584	20737 DAWSON CO. LIBRARY	1611			630.00CR	630.00CR
7/03/23	7/03	A52023	CHK: 212585	20737 SOUTH PLAINS PUBLIC HEAL	3730			2,455.22CR	3,085.22CR
7/03/23	7/03	A52024	CHK: 212586	20737 VOLUNTEER FIRE DEPARTMEN	4090			400.00CR	3,485.22CR
7/03/23	7/03	A52025	CHK: 212587	20737 DUYCK LARRY	5777			200.00CR	3,685.22CR
7/03/23	7/03	A52026	CHK: 212588	20737 JASON WILEY	6025			200.00CR	3,885.22CR
7/03/23	7/03	A52027	CHK: 212589	20737 STEVE ALEXANDER	6356			200.00CR	4,085.22CR
7/03/23	7/03	A52028	CHK: 212590	20737 RANDALL DAVIS	6696			200.00CR	4,285.22CR
7/03/23	7/03	A52029	CHK: 212591	20737 JEFFREY TVEIT	6873			200.00CR	4,485.22CR
7/03/23	7/03	A52030	CHK: 212592	20737 AUERILLO GARZA	7028			200.00CR	4,685.22CR
7/03/23	7/03	A52031	CHK: 212593	20737 KENNETH STANTON	7071			200.00CR	4,885.22CR
7/03/23	7/03	A52032	CHK: 212594	20737 INSURICA TX INSURNACE SE	7197			1,041.66CR	5,926.88CR
7/03/23	7/03	A52033	CHK: 212595	20737 DEREK OLIVO	7220			200.00CR	6,126.88CR
7/03/23	7/03	A52034	CHK: 212596	20737 FELIPE GARCIA	7221			200.00CR	6,326.88CR
7/03/23	7/03	A52035	CHK: 212597	20737 JEREMIAH BELTRAN	7226			200.00CR	6,526.88CR
7/06/23	7/06	A52183	CHK: 212631	20751 DAWSON COUNTY CLERK	1230			52.00CR	6,578.88CR
7/06/23	7/06	A52184	CHK: 212632	20751 CONSOLIDATED SPECIAL FUN	1517			52,000.00CR	58,578.88CR
7/06/23	7/06	A52186	CHK: 212634	20751 BETTY MONGER	6492			350.00CR	58,928.88CR
7/06/23	7/06	A52187	CHK: 212635	20751 NORMAN GARZA	6729			1,300.00CR	60,228.88CR
7/06/23	7/06	A52188	CHK: 212636	20751 ZACHARY SILVAS	7190			28.00CR	60,256.88CR
7/06/23	7/06	A52189	CHK: 212637	20751 LAMESA ANIMAL SHELTER	7223			4,166.66CR	64,423.54CR
7/06/23	7/06	A52190	CHK: 212598	20750 AT & T MOBILITY	0885			3.22CR	64,426.76CR
7/06/23	7/06	A52191	CHK: 212599	20750 AUTOMOTIVE TECHNOLOGY	1139			225.00CR	64,651.76CR
7/06/23	7/06	A52192	CHK: 212600	20750 B & J WELDING SUPPLY	1180			768.85CR	65,420.61CR
7/06/23	7/06	A52193	CHK: 212601	20750 CAIN ELECTRICAL SUPPLY	1383			9.69CR	65,430.30CR
7/06/23	7/06	A52194	CHK: 212602	20750 CANADIAN RIVER MUNICIPAL	1385			76,474.13CR	141,904.43CR
7/06/23	7/06	A52195	CHK: 212603	20750 GT DISTRIBUTORS INC	1963			618.57CR	142,523.00CR
7/06/23	7/06	A52196	CHK: 212604	20750 GALLS/QUARTERMASTER	1967			22.00CR	142,545.00CR
7/06/23	7/06	A52197	CHK: 212605	20750 LEATHERWOOD PLUMBING	2683			1,215.00CR	143,760.00CR
7/06/23	7/06	A52198	CHK: 212606	20750 LUBBOCK GRADER BLADE, IN	2706			210.00CR	143,970.00CR
7/06/23	7/06	A52199	CHK: 212607	20750 LYNTEGAR ELECTRIC COOPER	2728			84.97CR	144,054.97CR
7/06/23	7/06	A52200	CHK: 212608	20750 MOTOROLA SOLUTIONS INC.	3105			64,305.56CR	208,360.53CR
7/06/23	7/06	A52201	CHK: 212609	20750 SOUTH PLAINS COMMUNICATI	3729			995.50CR	209,356.03CR
7/06/23	7/06	A52202	CHK: 212610	20750 ROCKY'S BURGERS	3780			64.85CR	209,420.88CR
7/06/23	7/06	A52203	CHK: 212611	20750 VICTOR O SCHINNERER & CO	4715			200.00CR	209,620.88CR
7/06/23	7/06	A52204	CHK: 212612	20750 AMERICAN EXPRESS	4880			8,809.91CR	218,430.79CR
7/06/23	7/06	A52209	CHK: 212617	20750 LOWE'S	4970			323.71CR	218,754.50CR
7/06/23	7/06	A52210	CHK: 212618	20750 TASCOSA OFFICE MACHINES,	5115			270.73CR	219,025.23CR
7/06/23	7/06	A52211	CHK: 212619	20750 MANDRY TECHNOLOGY SOLUTI	5160			7,657.00CR	226,682.23CR
7/06/23	7/06	A52213	CHK: 212621	20750 NAPA AUTO PARTS	5833			1,493.17CR	228,175.40CR
7/06/23	7/06	A52215	CHK: 212623	20750 SIERRA SPRINGS	6114			95.91CR	228,271.31CR
7/06/23	7/06	A52216	CHK: 212624	20750 ABCO FIRE PROTECTION, IN	6160			375.00CR	228,646.31CR
7/06/23	7/06	A52217	CHK: 212625	20750 DE LAGE LANDEN PUBLIC FI	6511			256.27CR	228,902.58CR
7/06/23	7/06	A52218	CHK: 212626	20750 KUBOTA TRACTOR CORP	6643			1,207.62CR	230,110.20CR

8-10-2023 9:17 AM

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

PAGE: 2

FUND : 01 -GENERAL FUND

PERIOD TO USE: Jul-2023 THRU Jul-2023

DEPT : N/A

ACCOUNTS: 1001

THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001			CASH IN BANK							
										* (CONTINUED) *
7/06/23	7/06	A52219	CHK: 212627	20750	ENER-TEL SERVICES	6785			43.30CR	230,153.50CR
7/06/23	7/06	A52220	CHK: 212628	20750	DC SUPPLY, LLC	7039			77.58CR	230,231.08CR
7/06/23	7/06	A52221	CHK: 212629	20750	EUROFINS ENVIRONMENT TES	7174			370.00CR	230,601.08CR
7/06/23	7/06	A52222	CHK: 212630	20750	HD SUPPLY, INC	7241			203.75CR	230,804.83CR
7/12/23	7/12	A52407	CHK: 212639	20761	AT & T MOBILITY	0885			60.00CR	230,864.83CR
7/12/23	7/12	A52408	CHK: 212640	20761	BROCK VETERINARY CLINIC, 1302				450.00CR	231,314.83CR
7/12/23	7/12	A52409	CHK: 212641	20761	CLAIBORNE'S THRIFTWAY	1480			675.34CR	231,990.17CR
7/12/23	7/12	A52410	CHK: 212642	20761	DACO	1580			1,764.34CR	233,754.51CR
7/12/23	7/12	A52411	CHK: 212643	20761	DAVIS FURNITURE COMPANY	1600			1,769.57CR	235,524.08CR
7/12/23	7/12	A52413	CHK: 212645	20761	GEBO'S DISTRIBUTING CO., 2000				1,973.19CR	237,497.27CR
7/12/23	7/12	A52415	CHK: 212647	20761	GIBBS PRINTING	2030			229.66CR	237,726.93CR
7/12/23	7/12	A52416	CHK: 212648	20761	HELENA AGRI-ENTERPRISES, 2260				181.82CR	237,908.75CR
7/12/23	7/12	A52417	CHK: 212649	20761	LAMESA BUTANE COMPANY	2500			2,274.10CR	240,182.85CR
7/12/23	7/12	A52418	CHK: 212650	20761	LAMESA TIRE & BATTERY. I 2645				2,350.50CR	242,533.35CR
7/12/23	7/12	A52419	CHK: 212651	20761	MAYFIELD PAPER COMPANY, 2957				1,266.84CR	243,800.19CR
7/12/23	7/12	A52421	CHK: 212653	20761	POKA-LAMBRO COMMUNCIATIO 3358				708.99CR	244,509.18CR
7/12/23	7/12	A52422	CHK: 212654	20761	POSTMASTER	3390			2,100.00CR	246,609.18CR
7/12/23	7/12	A52423	CHK: 212655	20761	PROFESSIONAL TURF PRODUC 3413				158.00CR	246,767.18CR
7/12/23	7/12	A52424	CHK: 212656	20761	S & C OIL COMPANY, INC. 3575				495.42CR	247,262.60CR
7/12/23	7/12	A52425	CHK: 212657	20761	STANDARD INSURANCE CO 3782				1,063.18CR	248,325.78CR
7/12/23	7/12	A52426	CHK: 212658	20761	TML-IEBP	3843			54,820.07CR	303,145.85CR
7/12/23	7/12	A52427	CHK: 212659	20761	TERRY COUNTY TRACTOR CO. 3880				138.96CR	303,284.81CR
7/12/23	7/12	A52428	CHK: 212660	20761	WHITE'S 7 TIL 11	4185			174.17CR	303,458.98CR
7/12/23	7/12	A52429	CHK: 212661	20761	WINDSTREAM COMMUNICATION 4460				689.81CR	304,148.79CR
7/12/23	7/12	A52430	CHK: 212662	20761	CAVAZOS METAL WORK	4890			65.00CR	304,213.79CR
7/12/23	7/12	A52431	CHK: 212663	20761	TASCOSA OFFICE MACHINES, 5115				2,625.56CR	306,839.35CR
7/12/23	7/12	A52433	CHK: 212665	20761	WEST TEXAS PAVING	5390			3,760.95CR	310,600.30CR
7/12/23	7/12	A52435	CHK: 212667	20761	AUTOZONE, INC.	5593			620.60CR	311,220.90CR
7/12/23	7/12	A52436	CHK: 212668	20761	O'REILLY AUTOMOTIVE, INC 5618				293.38CR	311,514.28CR
7/12/23	7/12	A52437	CHK: 212669	20761	ELECTION SYSTEMS & SOFTW 5628				1,266.34CR	312,780.62CR
7/12/23	7/12	A52438	CHK: 212670	20761	COTTON COUNTRY ELECTRIC 5650				313.03CR	313,093.65CR
7/12/23	7/12	A52439	CHK: 212671	20761	GREAT AMERICA FINANCIAL 5734				156.43CR	313,250.08CR
7/12/23	7/12	A52440	CHK: 212672	20761	UTILITY SERVICE CO., INC 5824				22,719.67CR	335,969.75CR
7/12/23	7/12	A52441	CHK: 212673	20761	FRANKLIN & SON, INC. 5840				590.99CR	336,560.74CR
7/12/23	7/12	A52442	CHK: 212674	20761	JOHN DEERE FINANCIAL 5861				255.57CR	336,816.31CR
7/12/23	7/12	A52443	CHK: 212675	20761	GRAINGER	5898			248.64CR	337,064.95CR
7/12/23	7/12	A52444	CHK: 212676	20761	VERIZON WIRELESS	5969			1,667.45CR	338,732.40CR
7/12/23	7/12	A52446	CHK: 212678	20761	ADVANCED AUTO REPAIR	6075			2,286.09CR	341,018.49CR
7/12/23	7/12	A52447	CHK: 212679	20761	RELIANT ENERGY	6316			2,294.74CR	343,313.23CR
7/12/23	7/12	A52449	CHK: 212681	20761	NORTHERN TOOL & EQUIPMEN 6434				119.33CR	343,432.56CR
7/12/23	7/12	A52450	CHK: 212682	20761	KAMSTRUP WATER METERING, 6508				4,774.31CR	348,206.87CR
7/12/23	7/12	A52451	CHK: 212683	20761	STOCK AND PETAL	6606			94.99CR	348,301.86CR
7/12/23	7/12	A52452	CHK: 212684	20761	ETC LITE, LLC	6633			210.00CR	348,511.86CR
7/12/23	7/12	A52453	CHK: 212685	20761	NUTRIEN AG SOLUTIONS, IN 6659				370.00CR	348,881.86CR
7/12/23	7/12	A52454	CHK: 212686	20761	KWIK KAR OIL & LUBE	6691			314.85CR	349,196.71CR
7/12/23	7/12	A52455	CHK: 212687	20761	MCCREARY, VESELKA, BRAGG 6774				13.00CR	349,209.71CR
7/12/23	7/12	A52456	CHK: 212688	20761	ORTIZ CONSTRUCTION OF LA 6896				12,000.00CR	361,209.71CR

8-10-2023 9:17 AM			D E T A I L L I S T I N G				PAGE: 3		
FUND : 01 -GENERAL FUND							PERIOD TO USE: Jul-2023 THRU Jul-2023		
DEPT : N/A							ACCOUNTS: 1001 THRU 1001		
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001			CASH IN BANK	* (CONTINUED) *					
7/12/23	7/12	A52457	CHK: 212689	20761 DISH		6954		318.25CR	361,527.96CR
7/12/23	7/12	A52458	CHK: 212690	20761 TRACTOR SUPPLY CO		7082		2,690.96CR	364,218.92CR
7/12/23	7/12	A52459	CHK: 212691	20761 JAMES, COOKE, & HOBSON,		7107		5,002.00CR	369,220.92CR
7/12/23	7/12	A52460	CHK: 212692	20761 ROSE PLUMBING & SEPTIC S		7111		417.09CR	369,638.01CR
7/12/23	7/12	A52461	CHK: 212693	20761 EUROFINS ENVIRONMENT TES		7174		939.00CR	370,577.01CR
7/12/23	7/12	A52462	CHK: 212694	20761 IDEXX DISTRIBUTION, INC		7178		2,068.42CR	372,645.43CR
7/12/23	7/12	A52463	CHK: 212695	20761 LAMESA PRESS REPORTER		7195		1,215.09CR	373,860.52CR
7/12/23	7/12	A52464	CHK: 212696	20761 HD SUPPLY, INC		7241		2,958.06CR	376,818.58CR
7/12/23	7/12	A52465	CHK: 212697	20762 UNITED FUND		4081		54.00CR	376,872.58CR
7/12/23	7/12	A52466	CHK: 212698	20762 OGEDA, ERNEST		5617		18.73CR	376,891.31CR
7/12/23	7/12	A52467	CHK: 212699	20762 ROSALIO MARTINEZ		6612		575.00CR	377,466.31CR
7/12/23	7/12	A52468	CHK: 212700	20762 RANDALL DAVIS		6696		106.47CR	377,572.78CR
7/12/23	7/12	A52469	CHK: 212701	20762 FRANCISCO SOLIS		6965		15.00CR	377,587.78CR
7/12/23	7/12	A52470	CHK: 212702	20762 BRIAN BECK		7027		172.89CR	377,760.67CR
7/12/23	7/12	A52471	CHK: 212703	20762 HUNTINGTON NATIONAL BANK		7029		831.56CR	378,592.23CR
7/12/23	7/12	A52472	CHK: 212704	20762 ROBERT SISTRUNK		7162		249.00CR	378,841.23CR
7/13/23	7/13	A52485	CHK: 212705	20784 HIGGINBOTHAM'S GENERAL O		2180		2,608.42CR	381,449.65CR
7/13/23	7/13	A52488	CHK: 212708	20784 JEFFREY TVEIT		6873		200.00CR	381,649.65CR
7/13/23	7/13	A52489	CHK: 212709	20787 LAMESA CHAMBER OF COMMER		1457		3,270.00CR	384,919.65CR
7/13/23	7/13	A52490	DFT: 000108	20792 INTERNAL REVENUE SERVICE		5832		36,048.08CR	420,967.73CR
7/13/23	7/13	A52491	DFT: 000109	20792 NATIONWIDE INVESTMENT SE		7211		395.00CR	421,362.73CR
7/13/23	7/13	A52492	CHK: 212710	20792 CAPROCK FEDERAL CREDIT U		1390		23,344.65CR	444,707.38CR
7/13/23	7/13	A52493	CHK: 212711	20792 PAYROLL FUND		3270		101,506.86CR	546,214.24CR
7/13/23	7/13	A52494	CHK: 212712	20792 JAE FITNESS		6023		180.20CR	546,394.44CR
7/13/23	7/13	A52495	CHK: 212713	20792 TX CHILD SUPPORT SDU		6905		271.09CR	546,665.53CR
7/13/23	7/13	A52496	CHK: 212714	20792 TX CHILD SUPPORT SDU		7120		300.00CR	546,965.53CR
7/13/23	7/13	A52497	CHK: 212715	20792 US DEPARTMENT OF THE TRE		7225		303.94CR	547,269.47CR
7/14/23	7/14	A52501	CHK: 212716	20796 TEXAS HOUSING ASSOCIATIO		6085		1,575.00CR	548,844.47CR
7/18/23	7/18	A52519	CHK: 212728	20786 TERRY COUNTY TRACTOR CO.		3880		577.44CR	549,421.91CR
7/18/23	7/18	A52520	CHK: 212729	20786 JASON'S PAINT & BODY		5936		4,485.18CR	553,907.09CR
7/18/23	7/18	A52521	CHK: 212730	20786 SOLENIS,LLC		6073		4,069.33CR	557,976.42CR
7/18/23	7/18	A52522	CHK: 212731	20786 ADVANCED AUTO REPAIR		6075		2,137.79CR	560,114.21CR
7/18/23	7/18	A52523	CHK: 212732	20786 TEXAS HOTEL & LODGING AS		6513		1,520.00CR	561,634.21CR
7/18/23	7/18	A52524	CHK: 212733	20786 JAMES, COOKE, & HOBSON,		7107		1,010.00CR	562,644.21CR
7/18/23	7/18	A52525	CHK: 212734	20786 JACKSON HOT OIL SERVICES		7240		1,158.20CR	563,802.41CR
7/18/23	7/18	A52526	CHK: 212735	20786 SETTLE FENCE COMPANY LLC		7271		13,500.00CR	577,302.41CR
7/18/23	7/18	A52527	CHK: 212717	20804 DPC INDUSTRIES INC		1570		3,435.74CR	580,738.15CR
7/18/23	7/18	A52528	CHK: 212718	20804 PBRPC		5525		125.00CR	580,863.15CR
7/18/23	7/18	A52529	CHK: 212719	20804 LAMESA RECYCLING		5869		86.31CR	580,949.46CR
7/18/23	7/18	A52530	CHK: 212720	20804 GRAINGER		5898		249.15CR	581,198.61CR
7/18/23	7/18	A52531	CHK: 212721	20804 DAVID HUCKERT		6182		200.00CR	581,398.61CR
7/18/23	7/18	A52532	CHK: 212722	20804 CANON FINANCIAL SERVICES		6580		977.82CR	582,376.43CR
7/18/23	7/18	A52533	CHK: 212723	20804 TRANS UNION RISK AND ALT		7053		79.95CR	582,456.38CR
7/18/23	7/18	A52534	CHK: 212724	20804 HD SUPPLY, INC		7241		246.60CR	582,702.98CR
7/18/23	7/18	A52535	CHK: 212725	20804 CAYCE LEDESMA		7274		140.45CR	582,843.43CR
7/18/23	7/18	A52536	CHK: 212726	20804 DONOVAN VASQUEZ		7275		125.82CR	582,969.25CR
7/18/23	7/18	A52537	CHK: 212727	20804 JOSE ISAIAH ARMENDARIZ		7276		151.85CR	583,121.10CR

8-10-2023 9:17 AM

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

PAGE: 4

FUND : 01 -GENERAL FUND

PERIOD TO USE: Jul-2023 THRU Jul-2023

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001			CASH IN BANK						
									* (CONTINUED) *
7/21/23	7/21	A52554	CHK: 212736	20816 BRIDGET VIDAURRE	1			50.00CR	583,171.10CR
7/21/23	7/21	A52555	CHK: 212737	20816 AARON MANUEL	1			100.00CR	583,271.10CR
7/21/23	7/21	A52556	CHK: 212738	20816 JAYLA CORTEZ	1			50.00CR	583,321.10CR
7/21/23	7/21	A52557	CHK: 212739	20816 FRANCES GUAJARDO	1			50.00CR	583,371.10CR
7/21/23	7/21	A52558	CHK: 212740	20816 MARTHA HERNANDEZ	1			50.00CR	583,421.10CR
7/21/23	7/21	A52559	CHK: 212741	20816 VICTOR BORREGO	1			50.00CR	583,471.10CR
7/21/23	7/21	A52560	CHK: 212742	20816 LAMESA FAST PITCH GIRLS	1			275.00CR	583,746.10CR
7/21/23	7/21	A52561	CHK: 212743	20816 YESENIA VALLE	1			50.00CR	583,796.10CR
7/21/23	7/21	A52562	CHK: 212744	20816 DAWSON COUNTY PUBLIC LIB	1			25.00CR	583,821.10CR
7/21/23	7/21	A52563	CHK: 212745	20816 LETICIA LOZANO	1			50.00CR	583,871.10CR
7/21/23	7/21	A52564	CHK: 212746	20816 APRIL CHAVIRA	1			150.00CR	584,021.10CR
7/21/23	7/21	A52565	CHK: 212747	20816 DENITRICE JENKINS	1			25.00CR	584,046.10CR
7/21/23	7/21	A52566	CHK: 212748	20816 CHURCH OF GOD OF THE FIR	1			25.00CR	584,071.10CR
7/21/23	7/21	A52567	CHK: 212749	20816 CONNIE CARRANZA	1			50.00CR	584,121.10CR
7/21/23	7/21	A52568	CHK: 212750	20816 ORESSA MORENO	1			300.00CR	584,421.10CR
7/21/23	7/21	A52569	CHK: 212751	20816 DAWSON COUNTY CLERK	1230			104.00CR	584,525.10CR
7/21/23	7/21	A52570	CHK: 212752	20816 BRUCKNER'S TRUCK SALES,	1340			414.14CR	584,939.24CR
7/21/23	7/21	A52571	CHK: 212753	20816 CITY OF LUBBOCK	1470			17,529.31CR	602,468.55CR
7/21/23	7/21	A52572	CHK: 212754	20816 LAMESA ECONOMIC DEVELOPM	2555			28,170.04CR	630,638.59CR
7/21/23	7/21	A52573	CHK: 212755	20816 LEATHERWOOD PLUMBING	2683			1,765.00CR	632,403.59CR
7/21/23	7/21	A52574	CHK: 212756	20816 PAYTON PLUMBING INC	3286			454.29CR	632,857.88CR
7/21/23	7/21	A52575	CHK: 212757	20816 TEXAS DEPT OF PUBLIC SAF	3950			4.00CR	632,861.88CR
7/21/23	7/21	A52576	CHK: 212758	20816 WINDSTREAM COMMUNICATION	4460			91.21CR	632,953.09CR
7/21/23	7/21	A52577	CHK: 212759	20816 MANDRY TECHNOLOGY SOLUTI	5160			3,788.47CR	636,741.56CR
7/21/23	7/21	A52579	CHK: 212761	20816 ELECTION SYSTEMS & SOFTW	5628			350.00CR	637,091.56CR
7/21/23	7/21	A52580	CHK: 212762	20816 FRANKLIN LEGAL PUBLISHIN	5794			3,694.00CR	640,785.56CR
7/21/23	7/21	A52581	CHK: 212763	20816 CATHERINE M LANHAM, PH.D	5821			900.00CR	641,685.56CR
7/21/23	7/21	A52582	CHK: 212764	20816 ADVANCED BUSINESS SOLUTI	5870			140.36CR	641,825.92CR
7/21/23	7/21	A52583	CHK: 212765	20816 LAMESA ECONOMIC ALLIANCE	5942			28,170.04CR	669,995.96CR
7/21/23	7/21	A52584	CHK: 212766	20816 WTG FUELS, INC.	6220			2,330.15CR	672,326.11CR
7/21/23	7/21	A52586	CHK: 212768	20816 FRANCISCO SOLIS	6965			34.99CR	672,361.10CR
7/21/23	7/21	A52587	CHK: 212769	20816 AUERILO GARZA	7028			16.00CR	672,377.10CR
7/21/23	7/21	A52588	CHK: 212770	20816 DC SUPPLY, LLC	7039			51.94CR	672,429.04CR
7/21/23	7/21	A52589	CHK: 212771	20816 REVIZE LLC	7168			2,400.00CR	674,829.04CR
7/21/23	7/21	A52590	CHK: 212772	20816 EUROFINS ENVIRONMENT TES	7174			607.00CR	675,436.04CR
7/21/23	7/21	A52591	CHK: 212773	20816 LAMESA PRESS REPORTER	7195			57.00CR	675,493.04CR
7/21/23	7/21	A52592	CHK: 212774	20815 BRUCKNER'S TRUCK SALES,	1340			1,725.00CR	677,218.04CR
7/21/23	7/21	A52593	CHK: 212775	20815 PARKHILL,SMITH & COOPER,	3263			5,200.54CR	682,418.58CR
7/21/23	7/21	A52594	CHK: 212776	20815 MARINE AUTO TRUCK ELECTR	6489			422.33CR	682,840.91CR
7/26/23	7/26	A52617	CHK: 212795	20823 FARMERS MACHINE SHOP	1800			277.67CR	683,118.58CR
7/26/23	7/26	A52618	CHK: 212796	20823 GT DISTRIBUTORS INC	1963			2,036.95CR	685,155.53CR
7/26/23	7/26	A52619	CHK: 212797	20823 DAVID HOGG BODY SHOP	2220			365.00CR	685,520.53CR
7/26/23	7/26	A52620	CHK: 212798	20823 WATERMASTER IRRIGATION	4129			2,621.86CR	688,142.39CR
7/26/23	7/26	A52621	CHK: 212799	20823 SIGNS ON THE GO, INC	5135			1,000.00CR	689,142.39CR
7/26/23	7/26	A52622	CHK: 212777	20824 GARZA, DIONICIO JR	1969			28.75CR	689,171.14CR
7/26/23	7/26	A52623	CHK: 212778	20824 LESLIE'S POOL SUPPLY INC	2701			217.49CR	689,388.63CR
7/26/23	7/26	A52624	CHK: 212779	20824 PAYTON PLUMBING INC	3286			960.20CR	690,348.83CR

8-10-2023 9:17 AM

DETAIL LISTING

PAGE: 5

FUND : 01 -GENERAL FUND

PERIOD TO USE: Jul-2023 THRU Jul-2023

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
1001				CASH IN BANK					
* { CONTINUED } *									
7/26/23	7/26	A52625	CHK: 212780	20824 ROCKY'S BURGERS	3780			44.17CR	690,393.00CR
7/26/23	7/26	A52626	CHK: 212781	20824 STATE COMPTROLLER	3789			969.00CR	691,362.00CR
7/26/23	7/26	A52627	CHK: 212782	20824 WATERMASTER IRRIGATION	4129			126.01CR	691,488.01CR
7/26/23	7/26	A52628	CHK: 212783	20824 UNITED SUPERMARKETS, LTD	4750			244.30CR	691,732.31CR
7/26/23	7/26	A52629	CHK: 212784	20824 STATE COMPTROLLER	6241			9,523.01CR	701,255.32CR
7/26/23	7/26	A52630	CHK: 212785	20824 DAVIS CHIROPRACTIC	6300			140.00CR	701,395.32CR
7/26/23	7/26	A52631	CHK: 212786	20824 H2O ANALYTICS CORPORATIO	6613			580.68CR	701,976.00CR
7/26/23	7/26	A52632	CHK: 212787	20824 RICHARD REYES	6806			98.25CR	702,074.25CR
7/26/23	7/26	A52633	CHK: 212788	20824 WINSUPPLY NE ALBUQUERQUE	6898			6,314.06CR	708,388.31CR
7/26/23	7/26	A52634	CHK: 212789	20824 DC SUPPLY, LLC	7039			65.51CR	708,453.82CR
7/26/23	7/26	A52635	CHK: 212790	20824 EUROFINS ENVIRONMENT TES	7174			374.00CR	708,827.82CR
7/26/23	7/26	A52636	CHK: 212791	20824 ZACHARY SILVAS	7190			14.00CR	708,841.82CR
7/26/23	7/26	A52637	CHK: 212792	20824 RAFAEL ESQUIVEL	7193			15.00CR	708,856.82CR
7/26/23	7/26	A52638	CHK: 212793	20824 QUARLES PETROLEUM	7272			18,640.41CR	727,497.23CR
7/26/23	7/26	A52656	CHK: 212800	20835 LAMESA NATIONAL BANK	2630			986,855.56CR	1,714,352.79CR
7/27/23	7/27	U32353	CHECK 212801	24303 REFUND: MONTEMAYOR, LUPE				1.13CR	1,714,353.92CR
7/27/23	7/27	U32353	CHECK 212802	24303 REFUND: GOMEZ, EDDIE				78.25CR	1,714,432.17CR
7/27/23	7/27	U32353	CHECK 212803	24303 REFUND: DYER FARMS LP				100.00CR	1,714,532.17CR
7/27/23	7/27	U32353	CHECK 212804	24303 REFUND: CASTILLA, RANDY LEE				45.57CR	1,714,577.74CR
7/27/23	7/27	U32353	CHECK 212805	24303 REFUND: FIRST PRESBYTERIAN CHU				100.00CR	1,714,677.74CR
7/27/23	7/27	U32353	CHECK 212806	24303 REFUND: HANNAWAY, JOSEPH				9.96CR	1,714,687.70CR
7/27/23	7/27	U32353	CHECK 212807	24303 REFUND: TRILLIONAIRE REALTY				24.07CR	1,714,711.77CR
7/27/23	7/27	U32353	CHECK 212808	24303 REFUND: CANTU, JUAN				10.44CR	1,714,722.21CR
7/27/23	7/27	U32353	CHECK 212809	24303 REFUND: CANTU, BREEZE H				27.76CR	1,714,749.97CR
7/27/23	7/27	U32353	CHECK 212810	24303 REFUND: BANUELOS, DESTINY A				30.14CR	1,714,780.11CR
7/27/23	7/27	U32353	CHECK 212811	24303 REFUND: GARZA, MARIA A				9.51CR	1,714,789.62CR
7/27/23	7/27	U32353	CHECK 212812	24303 REFUND: DRY GROUND INVESTMENTS				94.66CR	1,714,884.28CR
7/27/23	7/27	U32353	CHECK 212813	24303 REFUND: ARELLANO, NARCISO B				27.76CR	1,714,912.04CR
7/27/23	7/27	U32353	CHECK 212814	24303 REFUND: CANADY, ELIJAH				42.32CR	1,714,954.36CR
7/27/23	7/27	U32353	CHECK 212815	24303 REFUND: CLARK, CHRISTI				7.27CR	1,714,961.63CR
7/27/23	7/27	U32353	CHECK 212816	24303 REFUND: SCHMITT, BERNANDO S				100.00CR	1,715,061.63CR
7/27/23	7/27	U32353	CHECK 212817	24303 REFUND: KINKADE, DENISE				49.14CR	1,715,110.77CR
7/27/23	7/27	U32353	CHECK 212818	24303 REFUND: GARCIA, KEVIN L				45.57CR	1,715,156.34CR
7/27/23	7/27	U32353	CHECK 212819	24303 REFUND: CEN OK SERVICES				61.95CR	1,715,218.29CR
7/27/23	7/27	U32353	CHECK 212820	24303 REFUND: MEARES, MIKE				17.39CR	1,715,235.68CR
7/27/23	7/27	U32353	CHECK 212821	24303 REFUND: MARTINEZ, BIANCA N				58.78CR	1,715,294.46CR
7/27/23	7/27	U32353	CHECK 212822	24303 REFUND: RICKMAN, LANITA				74.07CR	1,715,368.53CR
7/27/23	7/27	U32353	CHECK 212823	24303 REFUND: SMITH, JUDY				74.07CR	1,715,442.60CR
7/27/23	7/27	U32353	CHECK 212824	24303 REFUND: MALDONADO, LEONOR				70.50CR	1,715,513.10CR
7/27/23	7/27	U32353	CHECK 212825	24303 REFUND: WEST TEXAS OPPORTUNITI				144.16CR	1,715,657.26CR
7/27/23	7/27	A52661	CHK: 212839	20841 NOALMARK BROADCASTING CO	6157			600.00CR	1,716,257.26CR
7/27/23	7/27	A52662	CHK: 212832	20842 LAMESA MAILING & PACKING	2588			55.69CR	1,716,312.95CR
7/27/23	7/27	A52663	CHK: 212833	20842 TEXAS COMMISSION ON ENVI	3977			4,436.82CR	1,720,749.77CR
7/27/23	7/27	A52664	CHK: 212834	20842 WALMART COMMUNITY/GEGRB	4110			157.92CR	1,720,907.69CR
7/27/23	7/27	A52665	CHK: 212835	20842 ANDREW BARKER	5727			54.86CR	1,720,962.55CR
7/27/23	7/27	A52666	CHK: 212836	20842 GREAT AMERICA FINANCIAL	5734			59.55CR	1,721,022.10CR
7/27/23	7/27	A52667	CHK: 212837	20842 NORMAN GARZA	6729			1,300.00CR	1,722,322.10CR

8-10-2023 9:17 AM

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

PAGE: 6

FUND : 01 -GENERAL FUND

PERIOD TO USE: Jul-2023 THRU Jul-2023

DEPT : N/A

ACCOUNTS: 1001 THRU 1001

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

1001 CASH IN BANK

* (CONTINUED) *

7/27/23	7/27	A52668	CHK: 212838	20842	MCCREARY, VESELKA, BRAGG	6774		15.33CR	1,722,337.43CR
7/27/23	7/27	A52669	DFT: 000110	20839	INTERNAL REVENUE SERVICE	5832		36,065.44CR	1,758,402.87CR
7/27/23	7/27	A52670	DFT: 000111	20839	NATIONWIDE INVESTMENT SE	7211		395.00CR	1,758,797.87CR
7/27/23	7/27	A52671	CHK: 212826	20839	CAPROCK FEDERAL CREDIT U	1390		23,949.07CR	1,782,746.94CR
7/27/23	7/27	A52672	CHK: 212827	20839	PAYROLL FUND	3270		101,831.59CR	1,884,578.53CR
7/27/23	7/27	A52673	CHK: 212828	20839	JAE FITNESS	6023		198.67CR	1,884,777.20CR
7/27/23	7/27	A52674	CHK: 212829	20839	TX CHILD SUPPORT SDU	6905		271.09CR	1,885,048.29CR
7/27/23	7/27	A52675	CHK: 212830	20839	TX CHILD SUPPORT SDU	7120		300.00CR	1,885,348.29CR
7/27/23	7/27	A52676	CHK: 212831	20839	US DEPARTMENT OF THE TRE	7225		303.94CR	1,885,652.23CR
7/28/23	7/28	B77542	Misc 000036	12071	TWC - 2ND QT.		JE# 030930	63.21CR	1,885,715.44CR
7/28/23	7/28	B77542	Misc 000036	12071	TWC - 2ND QT.		JE# 030930	6.56CR	1,885,722.00CR
7/30/23	8/07	B77616	Misc 000024	12087	GOVERNERS TAX PAYABLE		JE# 030965	3,016.29CR	1,888,738.29CR
7/31/23	7/31	A52688	CHK: 212850	20847	FULBRIGHT & CASSELBERRY	2090		2,210.20CR	1,890,948.49CR
7/31/23	7/31	A52689	CHK: 212851	20847	PAYROLL FUND	3270		314.00CR	1,891,262.49CR
7/31/23	7/31	A52690	CHK: 212852	20847	SENIOR CITIZENS	3675		3,750.00CR	1,895,012.49CR
7/31/23	7/31	A52691	CHK: 212840	20846	AFLAC INSURANCE	1020		4,063.52CR	1,899,076.01CR
7/31/23	7/31	A52692	CHK: 212841	20846	CAPROCK FEDERAL CREDIT U	1390		115.44CR	1,899,191.45CR
7/31/23	7/31	A52693	CHK: 212842	20846	TEXAS MUNICIPAL RETIREME	3973		35,192.33CR	1,934,383.78CR
7/31/23	7/31	A52699	CHK: 212848	20846	LEGAL SHIELD	5900		218.14CR	1,934,601.92CR
7/31/23	7/31	A52700	CHK: 212849	20846	NEW YORK LIFE	5921		171.92CR	1,934,773.84CR
7/31/23	7/31	A52701	DFT: 000112	20843	INTERNAL REVENUE SERVICE	5832		162.62CR	1,934,936.46CR
7/31/23	8/03	B77595	Misc 000006	12081	HEALTH INS. TSF. - G/F		JE# 030944	33,369.17CR	1,968,305.63CR
7/31/23	8/03	B77601	Misc 000012	12082	LIABILITY TSF G/F TO RISK MGMT		JE# 030950	6,023.08CR	1,974,328.71CR
7/31/23	8/03	B77607	Misc 000018	12083	WORKER COMP TSF TO RISK MGMT		JE# 030956	6,412.92CR	1,980,741.63CR
7/31/23	8/09	B77650	Misc 000025	12090	TO RECORDE DUE TO/FROMS		JE# 030975	175.21CR	1,980,916.84CR
7/31/23	8/09	B77650	Misc 000025	12090	TO RECORDE DUE TO/FROMS		JE# 030975	149.25CR	1,981,066.09CR
7/31/23	8/09	B77650	Misc 000025	12090	TO RECORDE DUE TO/FROMS		JE# 030975	151.00CR	1,981,217.09CR
7/31/23	8/09	B77650	Misc 000025	12090	TO RECORDE DUE TO/FROMS		JE# 030975	3.33CR	1,981,220.42CR
=====				JULY ACTIVITY	DB:	0.00	CR:	1,981,220.42CR	1,981,220.42CR

SELECTION CRITERIA

FISCAL YEAR: Oct-2022 / Sep-2023
FUND: Include: 01
PERIOD TO USE: Jul-2023 THRU Jul-2023
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: AUGUST 15, 2023

AGENDA ITEM: 4

SUBJECT: LEDC/LEAP FY 2023/2024 BUDGET PRESENTATION AND ADOPTION
PROCEEDING: LEDC & LEAP Budget Approval for FY 2023-2024
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to hear presentation regarding the LEDC/LEAP FY 2023/2024 proposed budget and consider adoption of proposed budget.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to approve FY 2023/2024 LEDC and LEAP annual budgets. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

AGENDA ITEM: 5

SUBJECT: RE-APPOINTMENT OF CRIS NORRIS TO THE CANADIAN
RIVER MUNICIPAL WATER AUTHORITY

EXHIBITS: Resolution

PROCEEDING: Action

SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to approve Cris Norris to serve as the City's representative on the Canadian River Municipal Water Authority Board.

DISCUSSION _____

Motion by Council Member _____ to approve Cris Norris to serve as the City's representative on the Canadian River Municipal Water Authority Board. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

**RESOLUTION OF THE CITY COUNCIL, OF THE
CITY OF LAMESA, TEXAS**

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

ON THIS, the 15th day of August 2023, the City Council of the City of Lamesa, Texas, met in regular session with _____ members present, when among other business transacted, the following action was taken:

The Mayor introduced the following resolution:

WHEREAS the City Council of this City heretofore elected Cris Norris as a member of the Board of Directors of the CANADIAN RIVER MUNICIPAL WATER AUTHORITY for the term ending July 31, 2025, pursuant to the provisions of Chapter 243 of the Laws passed by the Regular Session of the Texas Legislature in 1953, as amended, and,

WHEREAS, Such office has now become vacant by reason of expired term, and

WHEREAS, in the performance of its duty to do so under said Law, this City Council desires to officially elect a person qualified to fill the vacancy occasioned as aforesaid, therefore,

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

1. That Cris Norris, a qualified voter and a property-owning taxpayer of the City of Lamesa who is not a member of the governing body or an employee of said City, be and is hereby elected to the Board of Directors of the **CANADIAN RIVER MUNICIPAL WATER AUTHORITY** for the term beginning July 31, 2023, and ending July 31, 2025.

2. The director elected as aforesaid shall be certified to the Board of Directors of the **CANADIAN RIVER MUNICIPAL WATER AUTHORITY** by the Mayor of this City and shall otherwise qualify in the manner prescribed by the above-mentioned law relating to said Authority.

The above resolution having been read, the motion of _____ for its passage was duly seconded. _____ Thereupon, the Mayor put the motion to vote by the City Council and the motion carried by the following vote:

AYE _____
NO _____

The Mayor declared the motion carried and the resolution adopted.

PASSED AND APPROVED, this the 15th day of August 2023.

Signed: _____

Mayor: City of Lamesa, Texas

ATTEST:

City of Lamesa, City of Dawson

THE STATE OF TEXAS

CITY OF LAMESA

COUNTY OF DAWSON

I, the undersigned, City Secretary of the City of Lamesa, Texas, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution of the City of Lamesa of said City passed and adopted on the 15th day of August, 2025, as same appears of record in Book_____, Page _____ et seq., of the Minutes of said City.

WITNESS MY HAND AND SEAL OF THE CITY OF LAMESA, TEXAS, this the 15th day of AUGUST 2023.

(Seal)

Signed: _____

Secretary, City of _____, Texas

CERTIFICATION OF DIRECTOR

THE STATE OF TEXAS

CITY OF LAMESA

COUNTY OF DAWSON

I, Josh Steves, Mayor of the City of Lames, Texas, DO HEREBY CERTIFY THAT Cris Norris, a qualified voter and property owing taxpayer of the City of Lamesa, Texas, and who is not a member of the governing body or an employee of such city, has been elected to the Board of Directors of the CANADIAN RIVER MUNICIPAL WATER AUTHORITY to serve to the date when his successor is elected or appointed and qualified, pursuant to resolution duly passed and adopted by the City Council of said City on the 15th day of August 2023.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lamesa, Texas, this the 15th day of August 2023.

Signed: _____

Mayor, City of: _____

(CITY SEAL)

ATTEST:

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Cris Norris, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: _____

Board of Directors of the Canadian River Municipal Water Authority

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Cris Norris, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors of the Canadian River Municipal Water Authority of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Dawson

Sworn to and subscribed before me on this 15th day of August, 2023.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Printed or Typed Name

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

AGENDA ITEM:6

**SUBJECT: EMPLOYEE ASSISTANCE PROGRAM (EAP) AGREEMENT
WITH TEXAS TECH UNIVERSITY HEALTH SCIENCES
CENTER**

PROCEEDING: Action

SUBMITTED BY: Irma Ramirez, Personnel Director

EXHIBITS: Texas Tech University Health Sciences Center - EAP Contract

SUMMARY STATEMENT

Consider approving an agreement with Texas Tech University Health Sciences Center to provide an Employee Assistance Program (EAP) to benefit City employees and volunteer firefighters. This is a renewal of an existing contract.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve an agreement with Texas Tech University Health Sciences Center to provide an Employee Assistance Program (EAP) to benefit City employees and volunteer firefighters. This is a renewal of an existing contract. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

PROFESSIONAL SERVICES AGREEMENT HSC NON-MEDICAL SERVICES PROVIDED BY UNIVERSITY

This Professional Services Agreement (“Agreement”) is made and entered into by and between Texas Tech University Health Sciences Center, a public institution of higher education located in the State of Texas (“University”), on behalf of its School of Medicine, Department of Psychiatry, Lubbock campus and the City of Lamesa (“COL”). University and COL may be referred to herein individually each as a “Party” or collectively as the “Parties.”

Background

- COL desires to obtain certain professional services.
- University represents that it employs professionals with the necessary qualifications and knowledge who will be assigned to perform the services.

Agreement

Now therefore, for the consideration herein expressed, University and COL hereby agree as follows.

Article 1 Responsibilities

1.1 **University Responsibilities.** University will provide the following services (“Services”):

- 1.1.1 Initial assessment, short term counseling and referral interviews up to a maximum of eight (8) sessions per covered individual per contract year (September – August). Any immediate family member of the covered individual is also eligible for these services, within the maximum of eight (8) sessions. Immediate family member is defined as spouse, partner, or child under the age of 18 or still attending high school. These services will be provided at the EAP offices (1A300) in the Texas Tech University Health Sciences Center and will be available on the days when TTUHSC is open (i.e., excludes weekends and holidays). Should a covered individual seek and obtain treatment and/or counseling beyond the maximum of eight (8) sessions from any other source recommended by University, COL is responsible to inform the individual that it is his/her responsibility to pay all costs for additional treatment and/or counseling.
- 1.1.2 A 24-hour crisis line which can be utilized by any covered individual or an immediate family member of a covered individual.
- 1.1.3 Intervention and crisis counseling, including critical incident stress debriefing sessions, when requested by COL.
- 1.1.4 Orientations regarding the assistance and services available to covered individuals, when requested by COL. These services will be provided at the location agreed upon by University and COL.
- 1.1.5 Wellness presentations (e.g., stress management, effective communication, and healthy relationships), when requested by COL. These presentations will be provided at the time and location agreed upon by University and COL.
- 1.1.6 Supervisor training on the role of supervisors within the Employee Assistance Program (i.e., formal and informal supervisor referrals to EAP), when requested by COL. These trainings will take place at the time and location agreed upon by the University and COL.
- 1.1.7 Consultations with supervisors, managers, and administrators, when requested by COL.
- 1.1.8 Quarterly and annual utilization reports for management review. To protect the confidentiality of employees and their dependents who receive assistance through the EAP, the University will not include names and other information in the utilization reports that may identify specific individuals who have used the services.



1.2 **COL Responsibilities.** COL will:

- 1.2.1 Designate someone to work with EAP management to publicize EAP services, plan health promotion activities, and evaluate services.

Article 2
Compensation and Payment

- 2.1 **Fee for Services.** COL agrees to pay University \$23.70 per covered individual per 12-month period. This rate shall be based on the total number of individuals covered by this Agreement, which is 115 as of date of execution of this agreement. The total payment for this number of individuals for the 12-month period is TWO THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS AND FIFTY CENTS (\$2,725.50).
- 2.2 **Payment.** University will invoice QUARTERLY (\$681.38 each installment). Payment shall be remitted within 30 days of invoice date.

Article 3
Term and Termination

- 3.1 **Term.** The term of this Agreement shall be September 1, 2023, and this Agreement shall continue in full force and effect through August 31, 2024.
- 3.2 **Right to Terminate.** Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice. This Agreement may be terminated immediately by University upon written notice to COL for nonpayment.
- 3.3 **Additional Right to Termination.** Either Party may terminate this Agreement by written notice to the other Party, and may regard the other Party as in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency laws, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- 3.4 **Force Majeure.** “Event of Force Majeure” means an event beyond the control of COL or University which prevents or makes a Party’s compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
- 3.5 **Payment Upon Termination.** In the event this Agreement is terminated in accordance with this Article, then within thirty (30) days after the effective date of such termination, University shall submit University’s termination statement for Services rendered to the date of termination, and COL shall pay University for such Services within thirty (30) days of receipt of University’s termination statement.
- 3.6 **Effect of Termination.** The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.



Article 4 Insurance

- 4.1 **State Employees.** University state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting and the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003.
- 4.2 **Contractor Insurance.** COL shall obtain and maintain the minimum insurance coverages required by the Texas Tech University System Office of Risk Management and set forth at http://www.texastech.edu/offices/risk-management/Vendor%20Agreement%20Guides_TTUS%20ORM.PDF, which are incorporated into this Agreement as if expressly stated herein.
- 4.3 **Mutual Responsibility.** University is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses as authorized by Texas law. COL is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses as authorized by law.

Article 5 Compliance

- 5.1 **Compliance with Applicable Laws and Policies.** The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.
- 5.2 **Representations and Warranties.** COL represents and warrants that neither COL or any employees or agents who provide items or Services under this Agreement are excluded, suspended or debarred from participation in any federal or state health care program or federally funded contracts. University may conduct searches of COL's name against various federal and state sanction and exclusion databases, including, but not limited to the HHS OIG List of Excluded Individuals/Entities (LEIE), the GSA Excluded Parties List System (EPLS) and the Texas HHSC Exclusion List. COL agrees to immediately inform University as soon as it is aware that it or any of its employees, agents or contractors providing items or services under the Agreement are subject to the imposition of any such sanctions or exclusion. This Agreement shall be subject to immediate termination by University in the event COL, or any of its employees, agents or contractors, is listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.

Article 6 Audit

- 6.1 **Audit.** In addition, at any time during the term of this Agreement and for a period of four (4) years thereafter, the State of Texas, Texas Tech University System, University and/or other federal, state and local agencies which may have jurisdiction over this Agreement, at reasonable times and at its expense reserves the right to audit COL's records and books that relate only to this Agreement. In the event such an audit by University reveals any errors/underpayments to University, COL shall pay University the full amount of such underpayments within thirty (30) days of such audit findings. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at COL's expense within two (2) weeks of written request. This Section shall survive termination of this Agreement.

Article 7 General Provisions

- 7.1 **Independent Contractor.** COL agrees that it is an independent contractor and that this Agreement does not form a joint venture or partnership. University will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. COL is responsible



for conduct of business operation, including employee salaries, travel, etc.

- 7.2 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, and (iii) if sent by email, when received:

City of Lamesa
Attention: Irma Ramirez
Personnel Director
601 South 1st Street
Lamesa, TX 79331
iramirez@ci.lamesa.tx.us

Texas Tech University Health Sciences Center
ATTN: Contracting Office
3601 4th Street, STOP 6217
Lubbock, Texas 79430
contracting@ttuhsc.edu

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

- 7.3 **Amendment.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.
- 7.4 **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 7.5 **Employment Certification.** Pursuant to Texas Government Code § 669.003, COL certifies that it does not employ, or has disclosed its employment of, any former executive head of a Texas State agency or entity.
- 7.6 **Human Trafficking Certification.** Pursuant to Texas Government Code § 2155.0061, COL certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 7.7 **Publicity and Marks.** COL agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties, or use University's name or protected marks without University's prior written approval.
- 7.8 **Venue; Governing Law.** Lubbock County, Texas, shall be the sole proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas.
- 7.9 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 7.10 **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of the COL, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
- 7.11 **Warranty of Authority.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.
- 7.12 **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.



- 7.13 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

Texas Tech University Health Sciences Center:

Penny Harkey
Penny Harkey (Jul 17, 2023 12:42 CDT)

Signature

Penny Harkey

Name

Executive Vice President of Finance and Operations

Title

07/17/2023

Date

City of Lamesa:

Signature

Name

Title

Date



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

AGENDA ITEM: 7

SUBJECT: RECOGNITION OF POLICE OFFICER
PROCEEDING: No Action
SUBMITTED BY: Police Chief and City Manager

SUMMARY STATEMENT

The Mayor and City Council to recognize a Lamesa Police Officer for outstanding service beyond the call of duty.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

AGENDA ITEM: 8

SUBJECT: LETTER OF ENGAGEMENT FOR AUDIT SERVICES FOR
FY 2022 / 2023

PROCEEDING: Action

SUBMITTED BY: City Staff

EXHIBITS: Letter of Engagement

SUMMARY STATEMENT

City Council to consider approving the letter of engagement for Audit Services with Terry & King CPAs P.C. for Fiscal Year 2022 / 203. *(Finance Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the letter of engagement for Audit Services Terry & King CPAS, P.C. . for Fiscal Year 2022/2023. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

Terry & King, CPAs, P.C.

5707 114th Street
P.O. Box 93550
Lubbock, TX 79493-3550

Randel J. Terry, CPA
Ryan R. King, CPA

Telephone - (806) 698-8858 – Fax – (866) 288-6490

July 31, 2023

To the City Council and Mayor

City of Lamesa
601 S. 1st Street
Lamesa, TX 79331

We are pleased to confirm our understanding of the services we are to provide for City of Lamesa for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules – Major Funds
3. Schedule of Changes in NPL and Related Ratios - TMRS
4. Schedule of Contributions for Pensions - TMRS

Members American Institute of Certified Public Accountants and the Texas Society of Certified Public Accountants



The CPA. Never Underestimate The Value.®

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. We have specifically identified utility revenues as a significant risk.

Our audit of financial statements does not relieve you of your responsibilities.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Lamesa in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records,

The audit documentation for this engagement is the property of Terry & King, CPAs, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain cognizant or oversight agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Terry & King, CPAs, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any cognizant agencies, oversight agencies for audit, or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ryan King, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 11, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be \$41,500 - \$43,500. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

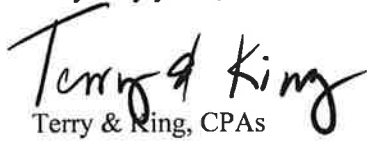
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of City of Lamesa. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on

the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Lamesa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Terry & King, CPAs

RESPONSE:

This letter correctly sets forth the understanding of the City of Lamesa.

Management: _____

Governance signature: _____

Title: City Manager

Title: Mayor

Date: _____

Date: _____

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

AGENDA ITEM 9

**SUBJECT: INTERLOCAL AGREEMENT – E9-1-1 PUBLIC SAFETY
ANSWERING POINT**

PROCEEDING: Agreement

SUBMITTED BY: Permian Basin Regional Planning Commission

EXHIBITS: Interlocal Agreement

AUTHORITY: Health and Safety Code, Chapter 771

SUMMARY STATEMENT

Consider approving Interlocal agreement with the Permian Basin Regional Planning Commission relating to the planning, development, operation, and provision of 9-1-1 services for FY2023 through 2025.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to approve Interlocal agreement with the Permian Basin Regional Commission relating to the planning, development, operation, and provision of E9-1-1 services for FY2023 through 2025. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.



Permian Basin Regional Planning Commission

P.O. BOX 60660 • 2910 LAFORCE BOULEVARD • MIDLAND, TEXAS 79711-0660 • (432) 563-1061 • FAX (432) 563-1728

VIRGINIA BELEW
Executive Director

June 26, 2023

The Honorable Josh Stevens
City of Lamesa
601 S 1st St
Lamesa, TX 79331

RE: City of Lamesa - Interlocal Agreement for E9-1-1 Public Safety Answering Point Services for FY2023-2025

Dear Mayor Stevens:

It is time to renew the Interlocal Agreement between the Permian Basin Regional Planning Commission and the City of Lamesa. Enclosed you will find two signed originals of the Interlocal Agreements for E9-1-1 Public Safety Answering Point Services for FY2023 through 2025.

Once all parties have signed, please return a fully executed original to the Permian Basin Regional Planning Commission and keep a copy for your records.

If you have any questions, please do not hesitate to call me at 432-262-4936.

Sincerely,

Laura Torres
9-1-1 Director

Enclosure

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **PERMIAN BASIN REGIONAL PLANNING COMMISSION** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **9** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **CITY OF LAMESA** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law. *"9-1-1 service" as defined by the Texas Health & Safety Code, Chapter 771, means a communications service that connects users to a public safety answering point through a 9-1-1 system.*

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Lamesa Police Department PSAP(s) located at, 601 S 1st St, Lamesa, TX 79331

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Permian Basin Regional Planning Commission and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase or reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement. In some instances, the RPC will actually purchase some supplies and reimburse others.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, authorized and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Permian Basin Regional Planning Commission
P.O. Box 60660
Midland, TX 79711-0660**

The Local Government's address is:

**City of Lamesa
601 S 1st St
Lamesa, TX 79331**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.


18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**PERMIAN BASIN REGIONAL
PLANNING COMMISSION**

By: 

Printed Name: Virginia Belew

Title: Executive Director

Date: 6/23/2023

CITY OF LAMESA

By: _____

Printed Name: Josh Stevens

Title: Mayor

Date: _____

By: _____

Printed Name: Joe Hines

Title: City Manager

Date: _____

By: _____

Printed Name: Josh Peterson

Title: Chief of Police

Date: _____

Attachment A Ownership Agreement


As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Lamesa Police Department (PSAP Name), in Dawson County, to be the property of Permian Basin Regional Planning Commission, hereinafter referred to as "Owner", with the exception of the Generator.

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

See attached equipment inventory list:

PERMIAN BASIN REGIONAL PLANNING COMMISSION

By: 

Printed Name: Virginia Belew

Title: Executive Director

Date: 6/23/2023

CITY OF LAMESA

By: _____

Printed Name: Josh Stevens

Title: Mayor

Date: _____

By: _____

Printed Name: Joe Hines

Title: City Manager

Date: _____

By: _____

Printed Name: Josh Peterson

Title: Chief of Police

Date: _____

DAWSON COUNTY

Date: 6/23/2023

PSAP: LAMESA POLICE DEPARTMENT-601 S 1ST ST, LAMESA, TX 79331 806-872-2121

Tag Number	Serial Number	Asset Type	Asset Description	Vendor	Responsible Agency	Location	Date Purchased	Date Installed	Original 9-1-1 Purchase Value	% Cost Sharing	Life assigned in years	Replacement year one	Replacement year two
LAM-0911-403	MX10333B1F	CPE	VESTA PRIMARY TOWER (MOTOROLA)	AT&T	LPD	LPD	Jun-20	Jan-21	71,266.88	100%	6	FY27	FY33
LAM-0911-405	CN-0G38J8-QDC00-891-2D2B	CPE	PRIMARY CPE MONITOR	AT&T	LPD	LPD	Aug-18	Feb-20	200.00	100%	3	FY23	FY28
LAM-0911-407	CN-0G38J8-QDC00-891-2CNC	CPE	PRIMARY MAP MONITOR	AT&T	LPD	LPD	Aug-18	Feb-20	200.00	100%	3	FY23	FY28
LAM-0911-404	MX1033392J	CPE	VESTA SECONDARY TOWER (MOTOROLA)	AT&T	LPD	LPD	Jun-20	Jan-21	200.00	100%	6	FY27	FY33
LAM-0911-408	CN-04D9T1-QDC00-043-1VUJU	CPE	SECONDARY CPE MONITOR	AT&T	LPD	LPD	Aug-18	Feb-20	200.00	100%	3	FY23	FY28
LAM-0911-408	CN-0G38J8-QDC00-891-2CVB	CPE	SECONDARY MAP MONITOR	AT&T	LPD	LPD	Aug-18	Feb-20	200.00	100%	3	FY23	FY28
LAM-0911-300	FLM2404118B	ROUTER	ROUTER (CISCO)	AT&T	LPD	LPD	Apr-20	Aug-20	8,954.00	100%	6	FY26	FY32
LAM-0911-301	BF08M33207	ANCILLARY	9PXM 16KVA - EATON UPS	EATON	LPD	LPD	Aug-21	Mar-22	9,749.00	100%	6	FY27	FY33
		TOTAL CPE							\$ 90,769.88				
		OTHER	Porta Printer TTY	COMPUTTY, INC.	LPD	LPD	Aug-21	Sep-21	449.10	100%	4	FY25	FY29
LAM-0911-600	847759	TOTAL OTHER							\$ 449.10				
LAM-0911-400	40001000435904	REORDER	Nice - 8-Channel Recorder	AT&T-VOICE PRODUCTS	LPD	LPD	Sep-20	Oct-20	14,998.00	100%	5	FY25	FY30
LAMESA OWNS GENERATOR		GENERATOR	GENERATOR		LPD	LPD	Aug-07		25,000.00		10		
		TOTAL REORDER							\$ 14,598.00				

GENOVATION KEYPAD
GENOVATION KEYPAD

PRIMARY 5953-12-09302-0057
SECONDARY 5955-12-020714-0017

Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (RPC) and _____ (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ☐ Yes ☐ No

Proceeds, if any: _____

Approved by: _____

Title: _____
 Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
 Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C

PSAP - Scope of Work

Protect the 9-1-1 equipment and secure the premises of its PSAPs against unauthorized entrance or use.

Operate within standard procedures, as established by RPC, and take appropriate security measures as may be necessary, to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP Customer Premise Equipment (CPE) / Integrated Workstations, as outlined in CSEC Rule 251.07, *Guidelines for Implementing Integrated Services*.

Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and addressing databases.

Practice preventive maintenance of the 9-1-1 equipment, software, and databases, including, at a minimum, backing up data biweekly on a removable medium and storing the removable medium in a secure place.

Upgrade its 9-1-1 equipment and software, as authorized in the current Plan, by requesting RPC to purchase on its behalf new equipment and/or software.

In instances of damage to any equipment purchased with 9-1-1 funds due to intentional misconduct, abuse, misuse or negligence by Local Government employees, Local Government agrees to reimburse RPC for the cost of replacing and/or repairing said equipment. Equipment should be kept clean and dust free.

Purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment, as outlined in the approved RPC Strategic Plan, and in compliance with proper procurement procedures.

Provide 9-1-1 calltakers access to emergency communications training as approved in the strategic plan, or as determined by the local government.

Notify RPC of any new 9-1-1 calltakers and schedule for training as soon as possible. If Local Government chooses to train its own personnel, the Local Government must certify in writing to the RPC that the 9-1-1 calltakers have been trained prior to using the equipment funded by 9-1-1 fees.

Designate a PSAP Coordinator/Supervisor and provide related contact information as a single point of contact for RPC.

Coordinate with RPC and local elected officials in the planning for, implementation and operation of, all 9-1-1 equipment.

Monitor the 9-1-1 calltakers and equipment and report any failures or maintenance issues to the appropriate Telco and RPC.

Keep a log of all trouble reports and make copies available to RPC as needed.

Notify RPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization.

Test all 9-1-1 CPE and Ancillary equipment for proper operation and user familiarity at least once per month. Testing should include 9-1-1 test calls, placed from a wireline and wireless telephone, including at a minimum:

- * 9-1-1 call- voice, ANI/ALI verification, instant playback recording,
- * Speed dial transfer
- * Abandoned call
- * TTY call (standalone & CPE)
- * Call overflow
- * 9-1-1 printer
- * Ancillary equipment functionality
- * Text to 9-1-1

Test 9-1-1 Telecommunications Devices for the Deaf (TTY) for proper operation and to maintain user familiarity at least once per month.

Log all TTY calls, as required by the Americans with Disabilities Act of 1990, and submit copies of the logs to the RPC on an as-needed basis.

Limit access to all 9-1-1 CPE equipment and related data only to authorized public safety personnel.

Make no changes to 9-1-1 CPE equipment, software, or programs without prior written consent from RPC.

Provide a safe and healthy environment for all 9-1-1 calltakers which enhances proper use and maintenance of 9-1-1 equipment.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Monthly PSAP Equipment Checklist

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. PSAP Monitoring Checklist at least twice per year during site visits ;
2. List of service affecting issues once per month ;
3. Certification of TTY/TDD testing once per month ; and
4. TTY/TDD call logs.

[Include logs necessary to ensure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

RPC personnel will conduct site visits at least 2 times per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

[List inspections necessary to ensure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

PBRPC staff will monitor 11 PSAPs (2) two times during the fiscal year. If there are findings they will be documented on the 9-1-1 PSAP Monitoring Checklist and will be followed through until the issue has been resolved. A report of the findings or violations will be discussed on site with the PSAP Coordinator and a notification letter will be sent from the 9-1-1 Director to the corresponding PSAP Agency's Chief of Police or Sheriff. PBRPC staff will also notify the PBRPC executive director of any findings. PBRPC will notify CSEC of findings through the quarterly performance reporting.

Attachment E

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

AGENDA ITEM: 10

SUBJECT: BUDGET AMENDMENT VI

PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Ordinance, First Reading

SUMMARY STATEMENT

The City Council to consider amending Ordinance O-18-22 on first reading with respect to the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023. *(This budget amendment is for recognizing the reimbursement of \$40,000.00 from LEAP to the Inspection Dept. for demolition of sub-standard structures.) (City Manager & Finance Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to amend Ordinance O-18-22 on first reading with respect to the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

.ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING
ORDINANCE NO. 0-18-22 TO APPROPRIATE FUNDS IN THE CITY
OF LAMESA BUDGET FOR FISCAL YEAR 2022-2023.**

On the 15th day August, 2023, 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. 0-18-22 to make certain revisions to the 2022-2023 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 2022-2023 Budget contained in Ordinance No. 0-18-22 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (01)	\$40,000.00	\$40,000.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this August 17, 2023.

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 August 15, 2023, by a majority vote; and on August 17, 2023, 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 – 2023- 6 FOR FY 2022/2023
General Fund (1)

This budget amendment is for recognizing the reimbursement of \$40,000.00 from LEAP to the Inspections Dept. for residential demolition of sub-standard structures.

Increase Revenues (01-40904) Miscellaneous Revenues	\$40,000.00
Increase Expenditures (01-05081603) Special Services	\$40,000.00

MEMO

CITY OF LAMESA
601 S. 1ST
LAMESA, TEXAS

To: Betty Conde
From: Wayne Chapman
CC:
Date: 07/27/2023

Re: Budget Amendment

COMMENTS:

Please include in the August meeting a budget amendment recognizing the reimbursement of \$40,000.00 from LEAP to Inspections Dept. for residential demolition of sub-standard structures.

Miscellaneous Revenues	01-40904
Special Services	01-5081603.

Wayne Chapman

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 15, 2023

AGENDA ITEM: 11

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

PROCEEDING: Resolution

SUBMITTED BY: Action

EXHIBITS:

SUMMARY STATEMENT

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

COUNCIL ACTION

DISCUSSION _____

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

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

CITY MANAGER'S MEMORANDUM

RESOLUTION NO. R

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

On the 15th day of August, 2023, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

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

Tract One: East Half (E/2) of Lot Eleven (11) and the East Half (E/2) of the South Half (S/2) of Lot Twelve (12), in Block Two (2), of the Compton Addition, to the Town of Lamesa, Dawson County, Texas (R1876)

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

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

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

Offer from Jose Marcos Martinez to purchase East Half (E/2) of Lot Eleven (11) and the East Half (E/2) of the South Half (S/2) of Lot Twelve (12), in Block Two (2), of the Compton Addition, to the Town of Lamesa, Dawson County, Texas (R1876), for the price and sum \$800.00.

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

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

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 15th day of August, 2023, by majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas, and recorded in the resolution book thereafter.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

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

TAX DEED

STATE OF TEXAS §
 §

COUNTY OF DAWSON §

WHEREAS, by a Warrant issued out of the 106th Judicial District Court of Dawson County, Texas; in Cause No. 19-07-20451 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 17th day of July, 2019, 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 17th day of July, 2019 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 **EIGHT HUNDRED DOLLARS AND 00/100 (\$800.00)**, said amount being the offer received from **Jose Marcos Martinez, 2219 S 5th St, Lamesa, TX 79331**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

East Half (E/2) of Lot Eleven (11) and the East Half (E/2) of the South Half (S/2) of Lot Twelve (12), in Block Two (2), of the Compton Addition, to the City of Lamesa, Dawson County, Texas (R1876)

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 Jose Marcos Martinez, 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.

Jose Marcos Martinez

This instrument was acknowledged before me on the _____ day of _____,
_____, by _____.

Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF LAMESA

By: _____
Josh Stevens, Mayor

ATTEST:

City Secretary

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

Notary Public, State of Texas

~~~~~



### Management Info:

Status: Trust

Best Process: Sold Best Process Type:

Progress: Lamesa will demo.  
Per city, has been demolished. Sell.

Sign 5/30/23

7/10/23 Pending bid to Jose Marcos Martinez

### Property Info:

City: Lamesa

Cad Property Id: 1876 CAD Value: 590

Site Description: 805 NE 4th St, Lamesa, TX 79331, USA

Owner Info: City of Lamesa Trustee

Previous Owner:  
Hector and Maria Hernandez  
UNKNOWN ADDRESS

City of Lamesa, Lien holder  
601 S. 1st St.  
Lamesa, TX 79331

Legal Description: East Half (E/2) of Lot Eleven (11) and the East Half (E/2) of the South Half (S/2) of Lot Twelve (12), in Block Two (2), of the Compton Addition, to the City of Lamesa, Dawson County, Texas (R1876)

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.

Homestead: No Site Structure: No Non Affixed Material: No

### Litigation Info:

Case Number: 19-07-20451

Judgement Date: 07/17/2019 Sale Date: 09/03/2019

Sheriff's Deed Date: 10/08/2019 Redemption Date: 04/15/2020

|                        |                                                                              |             |    |
|------------------------|------------------------------------------------------------------------------|-------------|----|
| 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: | 2019-4342                                                                    |             |    |
| Tax Due:               | No                                                                           |             |    |
| Delinquent:            | Yes                                                                          | Litigation: | No |

---

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM: 12**

SUBJECT: **RENEWAL OF ATMOS FRANCHISE AGREEMENT**  
PROCEEDING: Agreement  
SUBMITTED BY: City Staff

## **SUMMARY STATEMENT**

City Council to consider approving an Ordinance on first reading for the renewal of the Atmos Franchise Agreement and authorizing the Mayor to execute all necessary documents. (*City Manager*)

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member to approve an Ordinance on first reading for the renewal of the Atmos Franchise Agreement and authorizing the Mayor to execute all necessary documents. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM: 13**

**SUBJECT: RESOLUTION APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILINGS**

**PROCEEDING: Resolution**

**SUBMITTED BY: City Staff**

**AUTHORITY: Section 104.31 of the Texas Utilities Code**

## **SUMMARY STATEMENT**

Consider passing a Resolution approving a negotiated settlement between the executive committee of Cities Served by Atmos West Texas ("CITIES") and Atmos Energy Corp., West Texas Division regarding the company's 2023 rate review mechanism.

## **DISCUSSION**

Motion by Council Member \_\_\_\_\_ to pass a Resolution approving a negotiated settlement between the Executive Committee of Cities served by Atmos West Texas ("Cities") and Atmos Energy Corp., West Texas Division regarding the company's 2023 Rate Review Mechanism Filings. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend Approval.**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.**

WHEREAS, the City of Lamesa, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas (“Cities”), a coalition of similarly-situated cities served by Atmos West Texas that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. \_\_\_\_\_

Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2023, Atmos West Texas filed its 2023 RRM rate request with Cities based on a test year ending December 31, 2022; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2023 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of \$8.4 million with an Effective Date of October 1, 2023; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2) and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

RESOLUTION NO. \_\_\_\_\_

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

**Section 1.** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2.** That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of \$ 8.4 million for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That the existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs, attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional \$8.4 million in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section 4.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos West Texas' next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

**Section 5.** That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2023 RRM filing.

**Section 6.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.



RESOLUTION NO. \_\_\_\_\_

**Section 7.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 9.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

**Section 10.** That a copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

ATMOS ENERGY CORPORATION  
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON  
TEST YEAR ENDING DECEMBER 31, 2022

| Line No. | Description<br>(a)   |           |     |   |            |           | Change   |         |
|----------|----------------------|-----------|-----|---|------------|-----------|----------|---------|
|          |                      |           |     |   |            |           | Amount   | Percent |
|          |                      |           |     |   |            | (b)       | (c)      | (d)     |
| 1        | <b>RESIDENTIAL</b>   |           |     |   |            |           |          |         |
| 2        | Customer Charge      |           |     |   |            | \$ 18.27  |          |         |
| 3        | Consumption Charge   | 44.2      | CCF | X | \$ 0.33076 | = 14.62   |          |         |
| 4        | Rider GCA            | 44.2      | CCF | X | \$ 0.68467 | = 30.26   |          |         |
| 5        | Subtotal             |           |     |   |            | \$ 63.15  |          |         |
| 6        | Rider FF & Rider TAX | \$ 63.15  |     | X | 5.78%      | = 3.65    |          |         |
| 7        | Total                |           |     |   |            | \$ 66.80  |          |         |
| 8        |                      |           |     |   |            |           |          |         |
| 9        | Customer Charge      |           |     |   |            | \$ 18.97  |          |         |
| 10       | Consumption Charge   | 44.2      | CCF | X | \$ 0.42269 | = 18.68   |          |         |
| 11       | Rider GCA            | 44.2      | CCF | X | \$ 0.68467 | = 30.26   |          |         |
| 12       | Subtotal             |           |     |   |            | \$ 67.92  |          |         |
| 13       | Rider FF & Rider TAX | \$ 67.92  |     |   | 5.78%      | = 3.93    |          |         |
| 14       | Total                |           |     |   |            | \$ 71.84  | \$ 5.04  | 7.54%   |
| 15       |                      |           |     |   |            |           |          |         |
| 16       | <b>COMMERCIAL</b>    |           |     |   |            |           |          |         |
| 17       | Customer Charge      |           |     |   |            | \$ 57.08  |          |         |
| 18       | Consumption Charge   | 222.7     | CCF | X | \$ 0.18234 | = 40.61   |          |         |
| 19       | Rider GCA            | 222.7     | CCF | X | \$ 0.68467 | = 152.48  |          |         |
| 20       | Subtotal             |           |     |   |            | \$ 250.16 |          |         |
| 21       | Rider FF & Rider TAX | \$ 250.16 |     | X | 5.78%      | = 14.47   |          |         |
| 22       | Total                |           |     |   |            | \$ 264.63 |          |         |
| 23       |                      |           |     |   |            |           |          |         |
| 24       | Customer Charge      |           |     |   |            | \$ 63.83  |          |         |
| 25       | Consumption Charge   | 222.7     | CCF | X | \$ 0.22465 | = 50.03   |          |         |
| 26       | Rider GCA            | 222.7     | CCF | X | \$ 0.68467 | = 152.48  |          |         |
| 27       | Subtotal             |           |     |   |            | \$ 266.34 |          |         |
| 28       | Rider FF & Rider TAX | \$ 266.34 |     |   | 5.78%      | = 15.41   |          |         |
| 29       | Total                |           |     |   |            | \$ 281.74 | \$ 17.11 | 6.47%   |
| 30       |                      |           |     |   |            |           |          |         |

ATMOS ENERGY CORPORATION  
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON  
TEST YEAR ENDING DECEMBER 31, 2022

| Line No. | Description             |             |     |   |            |             | Change    |         |
|----------|-------------------------|-------------|-----|---|------------|-------------|-----------|---------|
|          |                         |             |     |   |            |             | Amount    | Percent |
|          | (a)                     |             |     |   |            |             | (c)       | (d)     |
|          | (b)                     |             |     |   |            |             | (c)       | (d)     |
|          | (e)                     |             |     |   |            |             | (e)       | (f)     |
| 31       | <b>INDUSTRIAL</b>       |             |     |   |            |             |           |         |
| 32       | Customer Charge         |             |     |   |            | \$ 616.30   |           |         |
| 33       | Consumption Charge      | 4,415.1     | CCF | X | \$ 0.10802 | =           | 476.92    |         |
| 34       | Rider GCA               | 4,415.1     | CCF | X | \$ 0.68467 | =           | 3,022.87  |         |
| 35       | Subtotal                |             |     |   |            | \$ 4,116.09 |           |         |
| 36       | Rider FF & Rider TAX    | \$ 4,116.09 |     | X | 5.78%      | =           | 238.10    |         |
| 37       | Total                   |             |     |   |            | \$ 4,354.19 |           |         |
| 38       |                         |             |     |   |            |             |           |         |
| 39       | Customer Charge         |             |     |   |            | \$ 720.80   |           |         |
| 40       | Consumption Charge      | 4,415.1     | CCF | X | \$ 0.13550 | =           | 598.26    |         |
| 41       | Rider GCA               | 4,415.1     | CCF | X | \$ 0.68467 | =           | 3,022.87  |         |
| 42       | Subtotal                |             |     |   |            | \$ 4,341.93 |           |         |
| 43       | Rider FF & Rider TAX    | \$ 4,341.93 |     |   | 5.78%      | =           | 251.16    |         |
| 44       | Total                   |             |     |   |            | \$ 4,593.10 | \$ 238.91 | 5.49%   |
| 45       |                         |             |     |   |            |             |           |         |
| 46       | <b>TRANSPORTATION</b>   |             |     |   |            |             |           |         |
| 47       | Customer Charge         |             |     |   |            | \$ 616.30   |           |         |
| 48       | Consumption Charge      | 21,078.4    | CCF | X | \$ 0.10802 | =           | 2,276.89  |         |
| 49       | Rider GCA (1)           | 21,078.4    | CCF | X | \$ -       | =           | -         |         |
| 50       | Subtotal                |             |     |   |            | \$ 2,893.19 |           |         |
| 51       | Rider FF & Rider TAX    | \$ 2,893.19 |     | X | 5.78%      | =           | 167.36    |         |
| 52       | Total                   |             |     |   |            | \$ 3,060.55 |           |         |
| 53       |                         |             |     |   |            |             |           |         |
| 54       | Customer Charge         |             |     |   |            | \$ 720.80   |           |         |
| 55       | Consumption Charge      | 21,078.4    | CCF | X | \$ 0.11707 | =           | 2,467.65  |         |
| 56       | Rider GCA (1)           | 21,078.4    | CCF | X | \$ -       | =           | -         |         |
| 57       | Subtotal                |             |     |   |            | \$ 3,186.45 |           |         |
| 58       | Rider FF & Rider TAX    | \$ 3,186.45 |     |   | 5.78%      | =           | 184.44    |         |
| 59       | Total                   |             |     |   |            | \$ 3,372.89 | \$ 312.34 | 10.21%  |
| 60       |                         |             |     |   |            |             |           |         |
| 61       | <b>PUBLIC AUTHORITY</b> |             |     |   |            |             |           |         |
| 62       | Customer Charge         |             |     |   |            | \$ 159.26   |           |         |
| 63       | Consumption Charge      | 595.3       | CCF | X | \$ 0.15885 | =           | 94.56     |         |
| 64       | Rider GCA               | 595.3       | CCF | X | \$ 0.68467 | =           | 407.58    |         |
| 65       | Subtotal                |             |     |   |            | \$ 661.41   |           |         |
| 66       | Rider FF & Rider TAX    | \$ 661.41   |     | X | 5.78%      | =           | 38.26     |         |
| 67       | Total                   |             |     |   |            | \$ 699.67   |           |         |
| 68       |                         |             |     |   |            |             |           |         |
| 69       | Customer Charge         |             |     |   |            | \$ 177.26   |           |         |
| 70       | Consumption Charge      | 595.3       | CCF | X | \$ 0.19805 | =           | 117.90    |         |
| 71       | Rider GCA               | 595.3       | CCF | X | \$ 0.68467 | =           | 407.58    |         |
| 72       | Subtotal                |             |     |   |            | \$ 702.74   |           |         |
| 73       | Rider FF & Rider TAX    | \$ 702.74   |     |   | 5.78%      | =           | 40.65     |         |
| 74       | Total                   |             |     |   |            | \$ 743.39   | \$ 43.73  | 6.25%   |

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                  |  |
|------------------------|------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>RESIDENTIAL GAS SERVICE</b>                                   |  |
| <b>APPLICABLE TO:</b>  | <b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on and after 10/01/2023</b>                    |  |

**Availability**

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

**Monthly Rate**

| <b>Charge</b>      | <b>Amount</b>                   |
|--------------------|---------------------------------|
| Customer Charge    | \$ 18.97                        |
| Consumption Charge | \$ 0.42269 per Ccf <sup>1</sup> |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

**Miscellaneous Charges:** Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

<sup>1</sup> The consumption charge includes the base rate amount of \$0.40426 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                  |  |
|------------------------|------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>COMMERCIAL GAS SERVICE</b>                                    |  |
| <b>APPLICABLE TO:</b>  | <b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on and after 10/01/2023</b>                    |  |

**Availability**

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

**Monthly Rate**

| <b>Charge</b>      | <b>Amount</b>                   |
|--------------------|---------------------------------|
| Customer Charge    | \$ 63.83                        |
| Consumption Charge | \$ 0.22465 per Ccf <sup>1</sup> |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [wtx.plantprotection@atmosenergy.com](mailto:wtx.plantprotection@atmosenergy.com).

<sup>1</sup> The consumption charge includes the base rate amount of \$0.20622 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                  |  |
|------------------------|------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>INDUSTRIAL GAS SERVICE</b>                                    |  |
| <b>APPLICABLE TO:</b>  | <b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on and after 10/01/2023</b>                    |  |

**Availability**

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

**Monthly Rate**

| <b>Charge</b>      | <b>Amount</b>                   |
|--------------------|---------------------------------|
| Customer Charge    | \$ 720.80                       |
| Consumption Charge | \$ 0.13550 per Ccf <sup>1</sup> |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [wtx.plantprotection@atmosenergy.com](mailto:wtx.plantprotection@atmosenergy.com).

<sup>1</sup> The consumption charge includes the base rate amount of \$0.11707 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                  |  |
|------------------------|------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>PUBLIC AUTHORITY GAS SERVICE</b>                              |  |
| <b>APPLICABLE TO:</b>  | <b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on and after 10/01/2023</b>                    |  |

**Availability**

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

**Monthly Rate**

| <b>Charge</b>      | <b>Amount</b>                   |
|--------------------|---------------------------------|
| Customer Charge    | \$ 177.26                       |
| Consumption Charge | \$ 0.19805 per Ccf <sup>1</sup> |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

---

<sup>1</sup> The consumption charge includes the base rate amount of \$0.17962 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                  |                |
|------------------------|------------------------------------------------------------------|----------------|
| <b>RATE SCHEDULE:</b>  | <b>TRANSPORTATION SERVICE</b>                                    |                |
| <b>APPLICABLE TO:</b>  | <b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b> |                |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on and after 10/01/2022</b>                    | <b>Page 78</b> |

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

| <b>Charge</b>             | <b>Amount</b>       |
|---------------------------|---------------------|
| Customer Charge per Meter | \$ 720.80 per month |
| Consumption Charge        | \$ 0.11707 per Ccf  |

**Upstream Transportation Cost Recovery:** The customer is responsible for all upstream transportation costs.

**Retention Adjustment:** Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

**Franchise Fee Adjustment:** Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

**Tax Adjustment:** Plus an amount for tax calculated in accordance with Rider TAX.

**Surcharges:** Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Miscellaneous Charges:** Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

**Conversions:** Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.



**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                  |                |
|------------------------|------------------------------------------------------------------|----------------|
| <b>RATE SCHEDULE:</b>  | <b>TRANSPORTATION SERVICE</b>                                    |                |
| <b>APPLICABLE TO:</b>  | <b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b> |                |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on and after 10/01/2022</b>                    | <b>Page 79</b> |

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

**Replacement Index**

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

**ATMOS ENERGY CORPORATION**  
**WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2022**

| Line No. | Description                                                        | Shared Services      |                              | WTX                  |                              |                                     | Total        |
|----------|--------------------------------------------------------------------|----------------------|------------------------------|----------------------|------------------------------|-------------------------------------|--------------|
|          |                                                                    | Pension Account Plan | Post-Employment Benefit Plan | Pension Account Plan | Post-Employment Benefit Plan | Supplemental Executive Benefit Plan |              |
|          | (a)                                                                | (b)                  | (c)                          | (d)                  | (e)                          | (f)                                 | (g)          |
| 1        | Proposed Benefits Benchmark -                                      |                      |                              |                      |                              |                                     |              |
|          | Fiscal Year 2023 Willis Towers Watson Report                       | \$ 1,434,339         | \$ (518,336)                 | \$ 458,605           | \$ (1,044,309)               | \$ 39,846                           |              |
| 2        | Allocation Factor                                                  | 8.40%                | 8.40%                        | 96.32%               | 96.32%                       | 96.32%                              |              |
| 3        | Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers) |                      |                              |                      |                              |                                     |              |
|          | Allocated to West Texas (Ln 1 x Ln 2)                              | \$ 120,490           | \$ (43,542)                  | \$ 441,726           | \$ (1,005,872)               | \$ 38,379                           |              |
| 4        | O&M and Capital Factor                                             | 100.00%              | 100.00%                      | 100.00%              | 100.00%                      | 100.00%                             |              |
| 5        | Proposed Benefits Benchmark Costs To Approve                       |                      |                              |                      |                              |                                     |              |
|          | (Excluding Removed Cost Centers) (Ln 3 x Ln 4)                     | \$ 120,490           | \$ (43,542)                  | \$ 441,726           | \$ (1,005,872)               | \$ 38,379                           | \$ (448,819) |
| 6        |                                                                    |                      |                              |                      |                              |                                     |              |
| 7        |                                                                    |                      |                              |                      |                              |                                     |              |
| 8        | Summary of Expense Costs to Approve:                               |                      |                              |                      |                              |                                     |              |
| 9        |                                                                    |                      |                              |                      |                              |                                     |              |
| 10       | O&M Expense Factor (WP_F-2.3, Ln 2)                                | 78.00%               | 78.00%                       | 52.86%               | 52.86%                       | 100.00%                             |              |
| 11       |                                                                    |                      |                              |                      |                              |                                     |              |
| 12       | Total Pension Account Plan                                         | \$ 93,985            |                              | \$ 233,517           |                              |                                     | \$ 327,502   |
| 13       | Total Post-Employment Benefit Plan                                 |                      | \$ (33,964)                  |                      | \$ (531,751)                 |                                     | (565,715)    |
| 14       | Total Supplemental Executive Benefit Plan                          |                      |                              |                      |                              | \$ 38,379                           | 38,379       |
| 15       | Total (Sum Ln 12 through Ln 14)                                    | \$ 93,985            | \$ (33,964)                  | \$ 233,517           | \$ (531,751)                 | \$ 38,379                           | \$ (199,834) |

August 3, 2023

## **MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE**

### **BACKGROUND AND SUMMARY**

The City, along with 70 other West Texas cities served by Atmos Energy Corporation, West Texas Division (“Atmos West Texas” or “Company”), is a member of Cities Served by Atmos West Texas (“Cities”). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2022, entitled it to a \$12.1 million increase to the WTX Cities. This was reduced to \$11.4 million due to limitations in the RRM tariff.

After a review of Cities’ consultants’ report and negotiations with Cities’ representatives, Atmos agreed to a rate increase of \$8.4 million plus revenue related taxes within the Cities, with an Effective Date of October 1, 2023. The settlement also includes an additional \$2.7 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission.

## **RATE TARIFFS**

Atmos generated rate tariffs associated with the Resolution/Ordinance. These tariffs are Attachment 1 to this Staff Report. Atmos also provided a proof of revenues associated with the new rates. The Cities' consultants have confirmed the accuracy of the proof.

## **BILL IMPACT**

The impact of this increase in revenues to an average residential customer's bill is an increase of approximately \$5.04 per month. Atmos provided a bill impact estimate for each customer class reflecting the new rates. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain an economic monthly advantage over rates in effect in Lubbock, and environs.

## **CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS**

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

## **EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS**

1. This section approves all findings in the Resolution.

2. This section adopts the attached RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos West Texas to recover an additional \$8.4 million over a 12-month period.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate settings.
5. This section requires the Company to reimburse the City for expenses associated with adoption of the Resolution.
6. This section repeals any resolution or ordinance that is inconsistent with this Resolution.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage.
10. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Executive Committee.

# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM: 14**

**SUBJECT: WEST TEXAS CONSULTANT ENGINEERING & GRANT SERVICES PROPOSAL**  
**PROCEEDING: Agreement**  
**SUBMITTED BY: City Staff**

## **SUMMARY STATEMENT**

City Council to consider approving West Texas Consultant Engineering & Grant Services (*City Manager*)

## **COUNCIL ACTION**

**DISCUSSION** \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to approve West Texas Consultant Engineering Services & Grant Services . Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

**VOTING:** "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

## **CITY MANAGER'S MEMORANDUM**

**Recommend approval.**



**ENGINEERS | SURVEYORS**

# **ENGINEERING & GRANT SERVICES PROPOSAL**

**Prepared for the City of Lamesa**

# Table of Contents

|                                       |        |
|---------------------------------------|--------|
| • INTRODUCTION                        | pg. 3  |
| • OUR COMPANY                         | pg. 5  |
| • EXPERIENCE & KEY PERSONNEL          | pg. 6  |
| • WORK PERFORMANCE                    | pg. 13 |
| • CAPACITY TO PERFORM                 | pg. 15 |
| • STATEMENT OF QUALIFICATIONS         | pg. 26 |
| • GRANT SERVICES PARTNERSHIP PROPOSAL | pg. 27 |



# INTRODUCTION

West Texas Consultants, Inc. (WTC) has assembled a qualified and experienced team to provide engineering services to the Permian Basin for over 75 years. The WTC team has the important strengths that will be critical for success of this project, including:

- *WTC's experience designing and managing the construction of Municipal Utility Systems*
- *WTC's history successfully completing grant and loan construction projects from federal and state sources*
- *WTC's previous work providing surveying & engineering services for communities within the West Texas Region*
- *WTC's background managing the construction of a diverse portfolio of projects*

Through a record of successful projects from multiple funding sources, including Texas Community Development Block Grant Programs, ARPA, and USDA, this proposal describes WTC's ability to partner with Lamesa on upcoming projects. We will include WTC's knowledge of the local area, and diverse experience with a wide spectrum of engineering projects and our ability to manage those projects from cradle to grave.

## **COMPANY OVERVIEW**

WTC was founded in 1948 and is headquartered in Andrews, Texas. For more than 75 years, WTC has pursued, won, and successfully completed projects in the West Texas environment. When it gets right down to it, we are here to serve, and will not quit until the job is done.

We have evolved into one of the premier engineering, surveying, and construction services firms serving the municipal, regional, governmental and construction markets. WTC has the experience with various construction projects, coupled with specialized surveying and engineering capabilities to provide support to the most demanding projects.

## **WTC VALUES**

PEOPLE. WTC creates experts. Our culture is based on hard work, learning, dedication, and doing things right. We are as dedicated to the success of the people we hire as we are to the people who hire us. When we hire people, we intend to be their last employer.

# INTRODUCTION

## CLIENTS

Our firm's success lies with its can do, roll-up the sleeves work ethic and dedication to the client. The continual repeat business of our clients, who have placed their trust and confidence in the capabilities and expertise of our dedicated staff, substantiate this fact. Our in-house Quality Assurance Program confirms our commitment to provide quality professional engineering, surveying, project management, and construction services.

## PROJECT EXPERIENCE & QUALIFICATIONS

WTC team is organized and capable to provide a depth of resources, skills, and experience needed for the project scope and schedule. This SOQ outlines a number of projects WTC has worked on recently for municipal and commercial clients across the West Texas and East New Mexico region, as well as demanding oil, gas and waste control clients, including projects with short fuse completion timelines. An example of WTC's dedication to schedule sensitive projects while producing a great end result is our successful completion of engineering and construction management for the Low-Level Radioactive Waste Disposal Facility in Andrews County.

## WORK PERFORMANCE

West Texas Consultants, Inc. has a long-standing record of providing exceptional engineering and surveying services to many types of diversified clientele. Being exceptional means establishing product quality and performance goals for each project and continually striving to achieve these goals the first time. This SOQ outlines our efforts and successful results in solving our clients' problems, meeting their needs, and supporting their objectives - This is an integral part of how we conduct our business as a firm, and it is our ultimate goal.

## EXPERIENCE WITH GRANTS AND LOANS

WTC has extensive experience with grants and loan programs through both state and federal sources for municipal projects, including Texas Water Development Board, CDBG, and PHMSA among others. This SOQ outlines a number of projects.

## PROJECT TEAM STAFFING, RESUMES & CREDENTIALS

The management and staff at WTC have a firm belief that our role extends beyond that of just providing data and services. Our team of 24 people measures success based on client feedback and repeat business. WTC management pledges that we will assign an outstanding team of professionals to staff up for Lamesa's projects, and we have the personnel ready to assist you as outlined in this SOQ. In this section, meet the staff and principals that will successfully complete the surveying and engineering services we are contracted to perform for the City of Lamesa, through our resumes and credentials.

# OUR COMPANY

WTC, Inc. is a leading regional provider of consulting, surveying, engineering, construction and technical services. We are a diverse company, including expertise in science, planning, engineering, construction management, program management, procurement and information technology. We assist both public and private sector clients to plan, develop, design, construct, operate and maintain their critical facilities and infrastructure. Our strength is in providing integrated services – delivering the best solutions to meet our clients' needs.



Early WTC survey crews

MODERN SURVEYING EQUIPMENT, FIELD INSTRUMENTS AND SOFTWARE ARE ESSENTIAL TO OUR BUSINESS.

## CHAD TOMPKINS- PE, RPLS

"As the local firm since the 1940's, WTC has worked closely with cities in West Texas for over 75 years. There is just no replacement for the trust and commitment developed over that time. Just as this area has grown, WTC has grown in size and capability. The many families at WTC are proud to be part of what makes this area great."

*Chad Tompkins*  
President and CEO, WTC, Inc.



## OUR MISSION

Making a positive and lasting impact on the future of our communities through the personal and professional contributions of our people.



## VISION & VALUES

WTC will be the professional services firm of choice recognized for vision, value, innovation and service for our clients, our communities and our employees.

# EXPERIENCE

## KEY PERSONNEL

### **Chad Tompkins, PE, RPLS**

- Senior Project Manager/Inspector, Senior Project Engineer, Professional Surveyor
- Manage all aspects of the project: survey data collection, design & construction plan production, bidding, construction inspection.

### **Randy Shaffer**

- Director of Operations
- Assist the Senior Project Manager in all phases of the project.

### **Hiram Rios**

- Engineering Designer, Drainage Designer, Engineering Field Technician
- Drafting construction plans and complete the construction specifications. Assist in the construction inspection and measurement.

### **Oscar Veloz**

- Engineering/Surveying, Field Technician
- Preliminary survey data collection and measurement for the construction phase.

### **Amber Sanchez, EIT.**

- Engineering Designer, Engineering Project Manager
- Project Lead and Engineering CAD Designer, will assist in overall departmental project coordination and strategy

### **Frank Hernandez**

- Lead CAD Technician
- 3D topographic modeling and volume computations.

### **Jared Moore, SIT**

- Survey Project Manager
- Supervise all survey and environmental operations for the project from the data collection phase through construction phase.

### **Olga Maltos**

- Project Administrator
- Assist the Project Manager in all phases of the project. Complete the bid documents, complete contractor pay applications, and other project administrative duties.

## Why Choose Us?

- We are proud to list the personnel that will be working on this project. We are proud of our people and have many reasons they are the best. Don't take our word for it, ask around!
- THE PROOF IS IN THE WORK WE'VE DONE!

# EXPERIENCE

## WTC GRANT AND LOAN FUNDED PROJECTS

City of Morton NGDISM

Funding Source: PHSMA

City of Sterling City NGDISM

Funding Source: PHSMA

City of Rankin Streets and Water Valve Replacement

Funding Source: ARPA

City of Seagraves Backup Generators

Funding Source: ARPA

City Seagraves Ground Storage Tank 2021-Present

Funding Source: Texas Water Development Board and  
Environmental Protection Agency W.I.I.N. Grant Funding

City of Seagraves Wastewater Improvements 2020-Present

Funding Source: USDA Rural Development Loan/ Grant

Denver City 16" Water Transmission Line from Well Field to the City

Funding Source: Community Development Block Grant

West Pecos New Supply Wellfield 2022-Present

Funding Source: USDA Rural Development Loan/ Grant

City of Pecos South Well Field Raw Water Transmission Pipeline

Funding Source: USDA Rural Development Loan/Grant

City of Goldsmith Water Tower and Pump Station

Source: Community Development Block Grant



WTC has hit all the marks with previously designed projects, federally funded projects, projects in this area, and project construction management!



# FIRM EXPERIENCE



## **GAS DISTRIBUTION SYSTEM LINE REPLACEMENT PROJECT CITY OF GOLDSMITH**

This project consisted of the replacement of over 16,000 linear feet of 2-inch and 3-inch gas distribution lines and over 13,000 linear feet of PVC water lines throughout the City of Goldsmith.



## **SH 83 INDUSTRIAL PARK CITY OF DENVER CITY**

This project consisted of the installation of over 4,000 linear feet of PE gas line, 4,300 linear feet of PVC waterline, over 9,000 feet of PVC sewer line for a new industrial park for the City of Denver City.

## **OLD ELEMENTARY SUBDIVISION CITY OF DENVER CITY**

This project consisted of the installation of over 1,200 linear feet of PE gas line, over 1,100 linear feet of PVC waterline, and over 850 linear feet of PVC sewer line for a new residential subdivision for the City of Denver City.

# FIRM EXPERIENCE



## **WASTEWATER TREATMENT PLANT REFURBISHMENT PROJECT CITY OF SEAGRAVES USDA FUNDED**

This project included the replacement of the existing clarifier and sludge pumping equipment, modify existing sludge drying beds, and added two additional sludge drying beds. Also, included line existing effluent storage lagoons, new land application site, irrigation equipment, and various equipment replacement.

The proposed improvements included a new concrete aeration basin, lift station, mechanical clarifier, electrical upgrades, sludge pump equipment, sludge drying beds, bar screen and grinder, storage pond lining, and a non-public access effluent irrigation area and system. WTC did the design phase, bid phase, construction administration, resident project representative, permit, and surveying.



## **WATER SYSTEM IMPROVEMENTS CITY OF SEAGRAVES EPA AND TWDB FUNDED**

WTC replaced aging portions of the distribution system in an effort to prevent system failures, increase elevated and ground storage capacity, lower water loss from leakage, removed arsenic and fluoride, improved disinfection, and provided flexibility in operations.

Improvements included:

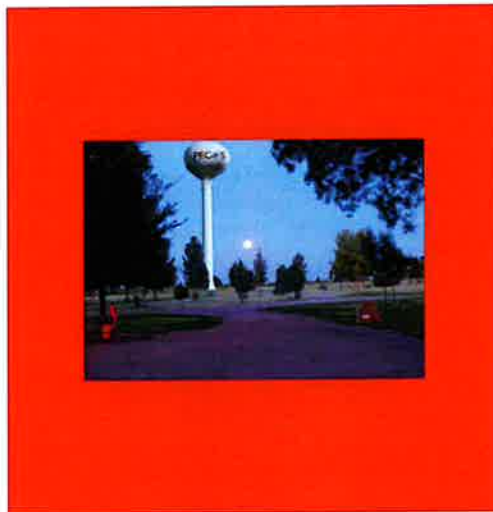
Addressing water supply arsenic and fluoride levels, the current water treatment system was optimized to remove arsenic and fluoride. Replaced 7,535-LF of 2-inch and 4-inch water line with a new 6-inch C900 PVC water line along US Hwy 62/State Hwy 385 and on 19th, Ave M and 17th Street. Refurbished a 150,000-gallon elevated storage tank that was leaking. Replacing a 500,000-gallon tank and refurbished a 100,000-gallon ground storage tanks in the City Yard and the Water Treatment Plant.

# FIRM EXPERIENCE



## **SEWER LINE IMPROVEMENTS CITY OF SEMINOLE TEXAS WATER DEVELOPMENT BOARD FUNDED**

WTC designed the plans and specifications for over 40,000 linear feet of 16", 12", 10", 8" and 6" diameter sanitary sewer lines including open-cut and boring methods of placement, manholes, testing and appurtenances. The project included sewer lines on new alignment as well as replacement of existing sanitary sewer lines and services to homes and businesses in Seminole.



## **WATER TOWER AND TRANSMISSION LINE CITY OF PECOS**

WTC served as the lead design engineer and surveyor for the approximately 23,000 linear feet of 12-inch and 16-inch pipeline and new pedosphere water tower south of IH-20.



# FIRM EXPERIENCE



## **16" WATERLINE EXTENSION CITY OF DENVER CITY**

This project consisted of designing and producing construction plans and specifications for the extension of the 16- inch water transmission line from the well field to the city.



## **ANDREWS SEAL COAT ANDREWS TEXAS**

This WTC project consists of the construction plans and specification and construction inspection and management for road maintenance seal coating and new road construction for the City and County of Andrews, Texas. WTC has been providing the service to Andrews annually for many years.

# FIRM EXPERIENCE



## **CROPAC LIFT STATION DESIGN TOWN OF PECOS**

This project consisted of design, plans & specifications as well as construction oversight for the replacement of the existing lift station.



## **WELL FIELD DEVELOPMENT TOWN OF PECOS**

WTC is currently designing a new wellfield and new distribution pipeline to bring a new water source to the Town of Pecos. The completed project will include twelve production wells, 20+ miles of 22-inch distribution line, ground storage, water treatment and a completely separate pressure plan on the south side of the city that is fully redundant and able to be cross-connected with the existing distribution system in case of emergency. WTC secured the largest USDA Rural Development Loan granted at that time with a 40% Grant component to fund this project.

# WORK PERFORMANCE

## CLIENT REFERENCES

### City of Seagraves:

Renee Goodger, Director of Public Works  
309 Hill Avenue Seagraves, TX 79359  
806-387-2593

### City of Andrews:

Scott Wallace, Director of Public Works  
111 Logsdon Andrews, TX 79714  
432-523-4820

### City of Denver City:

Stan David, City Manager  
103 W. 3rd Denver City, TX 79323  
806-592-5426

### City of Goldsmith:

Bennie Cope, Director of Utilities  
206 W. Gulf Goldsmith, TX 79741  
432-827-3404

### Yoakum County:

Michael Ybarra, County Judge  
Cowboy Way & Ave. G Plains, TX 79355  
806-456-7491

### Denver City Economic Development Corporation:

Heath Haynes, Executive Director  
104 W 3rd St. Denver City, TX 79355  
806-592-3160

### City of Pecos:

Donnie McKinney, Director of Environmental Services  
115 W. 3rd Street Pecos, Texas 79772  
432-445-2421

### Midland County:

Andrew Avis, Director of Public Works & Flood Plain Manager  
500 N Loraine Street Midland, TX 79701  
432-742-7777

# WORK PERFORMANCE

## OFFICE LOCATION AND EXPERIENCE IN WEST TEXAS



West Texas Consultants is located in Andrews, Texas, 50 miles west of the City of Lamesa. With a local staff of 24, including 4 survey crews, WTC works mainly within a 250-mile radius of Andrews, Texas. At 45 miles, Lamesa is well within the 250-mile radius of our Andrews, Texas office. The WTC Team will adequately staff your projects pursuant to the site demand. The WTC Team is prepared to staff the projects with the crews and support staff necessary to fulfill the workflow demands based on priorities set by the project. The City of Lamesa can be assured that the WTC Team is committed to timely delivery of all aspects of your project, being adequately staffed, and equipped to fulfill the goals and requirements set by the City of Lamesa.

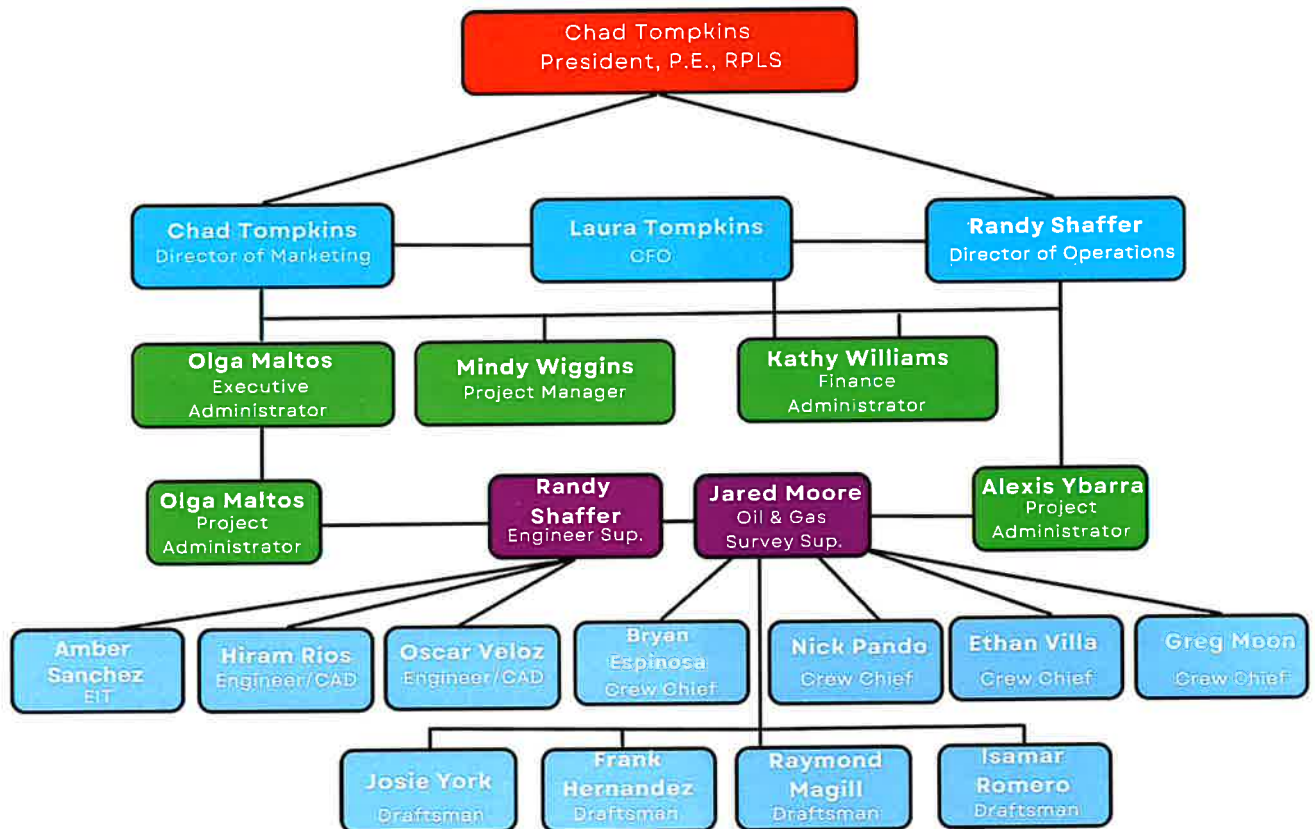
## WEST TEXAS EXPERIENCE



WTC has completed literally thousands of projects in West Texas since the firm was founded in 1948. The current principal engineer (*Chad Tompkins*) has worked for WTC and for West Texas Clients for 25 years as a professional engineer and worked prior to that while a student in both high school and college. No firm or engineer has more experience with West Texas than WTC. Our location in Andrews shows that we not only work for clients in West Texas, but we also live in West Texas and understand what living in West Texas really means. Our employees are all from and live in West Texas. With WTC, you will work directly with the owner of the firm – our company is not owned and controlled by someone that does not live here. We are in a close radius and will work hard to ensure that your project gets the attention it deserves, and we are confident that WTC will be a good fit with the City of Lamesa.

# CAPACITY TO PERFORM

## WTC STAFFING AND PROJECT TEAM





# CAPACITY TO PERFORM

## OUR TEAM



### **Chad Tompkins**

**P.E., R.P.L.S. Principal Engineer**

EDUCATION: B.S. Civil Engineering, Texas Tech University

(25 YEARS EXPERIENCE)

Having served as a Civil Engineer Corps officer in the United States Navy, Chad has completed complex projects in challenging environments. Chad brings his experience "working with what you've got to accomplish the mission" in the Navy to issues facing WTC clients. His approach can yield cost effective, simple solutions to complex issues.

A resident of Andrews, Chad is just a few miles away from the City of Lamesa. He also will serve as your Principal Engineer and Registered Professional Land Surveyor leading the overall team's efforts in planning, design, and construction.

### **Oscar Veloz**

**Engineering /Survey Technician**

EDUCATION: B.S. Civil Engineering, Universidad Autónoma de Chihuahua

(6 YEARS EXPERIENCE)

Oscar is a graduate civil engineer and has conducted multiple types of surveys/data collection in all phases of engineering and construction, both residential and commercial. His experience includes the establishment of survey control, survey layout, and quality verification in various projects, such as, paving, subdivision development, railroad sidings and bridges, railroad yards, commercial construction, municipal utilities, and extensive waterline projects, as well as multi-family housing developments. A resident of Andrews TX, Oscar will serve as the Lead Survey Technician performing all the preliminary survey data collection, staking, and construction QC surveying.



# CAPACITY TO PERFORM

## OUR TEAM



### **Hiram Rios**

**Engineer Designer**

EDUCATION: B.S. Mechatronics Engineering, Universidad Autónoma de Ciudad Juárez

(3 YEARS EXPERIENCE)

Hiram Rios is currently an engineering CAD technician for WTC. He has over 3 years of experience in the Civil Engineering & Survey Industry, Hiram is bilingual (English and Spanish). He is responsible for drafting and designing for WTC engineers and clients. His experience includes road design, subdivision design (streets and utilities), drainage studies, pipelines, 3D volume calculations, wastewater treatment plants, as-built surveying and plan completion, ALTA survey plats, and FEMA flood certificates.

A resident of Midland, TX, Hiram will serve as the Lead Engineering Designer, completing the drafting for the construction plans and compiling the construction specifications.

### **Jared Moore**

**S.I.T. Surveying Project Manager,  
Environmental Lead**

EDUCATION: B.S. Range & Wildlife Management, Texas Tech University

(16 YEARS EXPERIENCE)

Jared leads the Land Surveying Department at WTC. Jared is responsible for boundary and construction surveying and environmental reports. He is responsible for the oversight and review of surveying for engineering projects, specifically road improvements, as well as a liaison with environmental agencies.

A resident of Midland TX, Jared also will serve as the Surveying Project Manager, leading the overall team's efforts in data collection, boundary surveying, survey control, and construction inspection.



# CAPACITY TO PERFORM

## OUR TEAM



### **Randy Shaffer**

#### **Director of Operations**

EDUCATION: B.S. Mechanical Engineering, University of Oklahoma; M.S. Construction Administration, University of Oklahoma

(22 YEARS EXPERIENCE)

Randy has a diverse resume that began with a career as a naval officer in the U.S. Navy. During that time, Randy learned the value of high standards, operational excellence and problem solving. Randy continued his career at Urenco USA, a domestic producer of enriched Uranium for use in the nuclear power industry. During his 14-year career there, Randy led several organizations including Operations, Maintenance, Engineering, Construction Project Management & Commissioning & Acceptance. During this time, Urenco USA built a \$5 Billion facility that remains the only one of its kind in North America. This ambitious project gave Randy the opportunity to hone his skills as an engineer, leader, and manager. Randy joined the WTC, Inc. team in July of 2021. Since that time, Randy has helped lead and manage the design, regulatory approvals, bidding and construction oversight for numerous projects.

### **Olga Maltos**

#### **Engineering Project Administrator**

EDUCATION: High School Degree, Morton High School

(9 YEARS EXPERIENCE)

Olga Maltos is the Engineering Project Administrator. Olga joined WTC in 2014 and currently provides oversight of all engineering documentation, design files, correspondence, scheduling, and administrative duties as required for all engineering projects. Olga plays a significant role in proper file and record keeping and in pay application requests during construction.

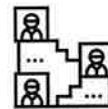
Olga has worked in various office operations including many years working for a large manufacturing organization. Olga is very familiar with TxDOT processes, grant requirements, and other governmental agencies processing requirements. She keeps the engineering group on schedule and current on all legislative changes relative to Grant requirements and administration.





# CAPACITY TO PERFORM

## PROJECT PHASES



WTC believes that the design begins with a relationship between the client and the engineer. By taking a systematic approach and listening to our clients, West Texas Consultants properly identifies the problem and can then properly design a solution. We have outlined our approach to providing Professional Engineering & Surveying Services, which will give you some insight into how we would work with the City of Lamesa.

It is the intention of West Texas Consultants, Inc., to work closely with the City of Lamesa staff during the planning, design, and construction phase, utilizing the invaluable input of the day-to-day operators in order to provide the City of Lamesa with a quality project that meets the needs and expectations expressed.

The West Texas Consultants Team understands grant and loan program challenges and is fully prepared to bring in-house experience and knowledge to enhance the City of Lamesa project team.

West Texas Consultants is prepared to act as liaison between the City of Lamesa and funding administrators, streamlining communications between various groups. West Texas Consultants has been performing a significant amount of grant and loan funded work in recent years and will bring our invaluable knowledge of current procedures, policies, and extensive lessons-learned experience.

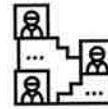


*At WTC we ALWAYS ensures that  
safety is the number one  
priority on any construction project!*

*Chad Tompkins, P.E., RPLS*

# CAPACITY TO PERFORM

## PROJECT PHASES



### Preliminary Data Collection and Analysis

WTC places a high priority on data collection to ensure that the issues are properly identified and that the actual conditions in the field are truly understood before any preliminary design work is done. This alone saves our clients thousands of dollars per project. WTC believes that any office design done without a full understanding of the actual conditions in the field is a waste of money for our clients and is likely to yield a sub-standard design.

A thorough interview of the client and any relevant staff or operators is conducted to identify the issues that have created a need for an engineering solution. This is an extremely important step to learn of the city's day-to-day operation and the expected results in order to develop a complete design.

WTC takes great care to assemble and analyze pertinent existing project data, if available, such as aerial photo maps, land use studies, planning documents, soils/geotechnical reports, historical weather information, and other specific information.

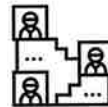
The data gathered is then analyzed to determine the various concepts to be considered during the Design Phase. The grant application, engineering reports, and cost estimates are then prepared, if necessary.



### Looking Towards the Future

WTC has been and will continue to be invested in the future of cities in West Texas, and we are grateful for this opportunity to work with the City of Lamesa.

# CAPACITY TO PERFORM PROJECT PHASES



## Field Survey

In order to prepare a final design, a field survey must be performed. The West Texas Consultants Team will provide complete and accurate field survey to determine actual conditions, project limits, and elevation controls. Equipment used for this survey can include GPS and traditional survey equipment and methodology. A complete boundary survey and plat to file of record for property ownership will be completed, if necessary. The survey data will be collected and reduced to a scaled CAD format for use in the final design.

## Preliminary Design Phase

All information that is collected during the first two stages is used to prepare a set of preliminary plans and specifications. This document is then reviewed with the appropriate regulatory officials. In parallel with these regulatory reviews, plans will be submitted to the City of Lamesa for their review.

## Final Design Phase

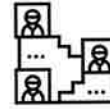
The Preliminary Design plans and specifications and all review comments and change requests are then used to prepare the Final Design plans and specifications. Another final plan review is completed to ensure that all of the changes have been satisfactorily incorporated in the Final Design plans and specifications.



## 75 Years of WTC

WTC has been around the block and still values learning and continues to work to gain knowledge, expertise, and experience that can bring more value to our clients.

# CAPACITY TO PERFORM PROJECT PHASES



## Bidding Phase

The Final Design documents will then be sent to our database of qualified contractors to assist the city in advertising the project, ensuring that the city receives a competitive bid for the Construction Phase of the project. WTC will then review all of the bids submitted and make a recommendation of award to a qualified bidder. The contract documents will be prepared by WTC and filed with the State and copies provided for the contractor and the City to execute and to file for their records. WTC will then issue the Notice to Proceed to the contractor.

## Construction Phase

The procedures for this phase include surveying layout and control for the contractor, providing regular inspections during the Construction Phase, and providing the necessary supervision for the successful completion and acceptance of the project. WTC will also provide surveying verification services to ensure that all work is completed correctly and in accordance with the plans and specifications. WTC will also schedule any testing that is necessary during this phase of the project.

## Close Out Phase

The final phase of the project includes the preparation of the As-Built plan documents for the City's records and for the records of West Texas Consultants. This step is often overlooked, but WTC believes that the project is not complete until the record drawings are completed. This approach ensures that there is a good record for the future and to assist in the completion of future projects. If there is any equipment installed that the city staff will need to operate or maintain, then WTC will ensure that the contractor schedules time to train the city staff.

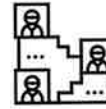


## **We Provide Services You Need!**

WTC is capable of providing engineering design, surveying, and project administration in-house; a "one-stop" shop for your professional design services.

# CAPACITY TO PERFORM

## PROJECT APPROACH- QUALITY ASSURANCE/QUALITY CONTROL



### QUALITY

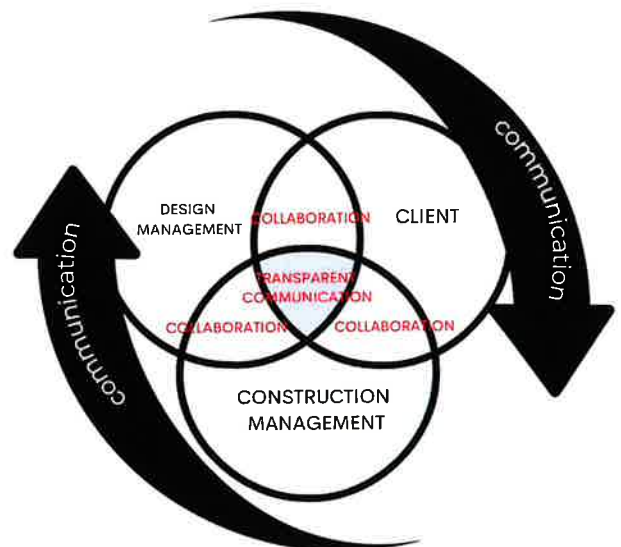
As part of our quality program, we will conduct work inspections throughout the specified processes, to ensure high-quality finished results with minimal or zero rework. Each individual project engineer will review the work of their respective trades for compliance with plans, specifications, shop drawings and submittal information.

The framework of the QA/QC Plan will be organized as follows:

- Experience in design and project administration
- Conformance to engineering professional practice
- Conformance to technical standards and engineering design practices
- Constructability reviews
- Technical adequacy and feasibility of design
- Conformance to applicable codes and standards
- Overall general quality of drawings and clarity
- Standard specifications preparation and clarity
- Communication/coordination with all other team members
- Final approval and documentation of final construction documents

### SCHEDULE

Project schedules and manpower requirements are continually monitored to ensure milestones are met, and modifications are implemented, if necessary. We test for variances two to four weeks ahead, based on a comparison of work performed and work planned. This allows us to identify conflicts early, so we can implement corrective actions and maintain the schedule.



# CAPACITY TO PERFORM



## PROJECT APPROACH- COST CONTROL

### The following activities are part of the cost control process:

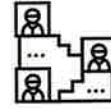
- Logging all potential changes (verified or not) into the Proposed Change (PC) Log;
- Assessing potential cost/time changes immediately so the team understands the "potential liabilities" at all times during the project;
- Scrutinizing changes against contract scope inclusions/exclusions and industry standards to validate or reject the proposed change;
- Pricing, with market verification, all valid changes to ensure conformance to contract requirements;
- Assembling PCs and presenting them to the team for approval, modification, or rejection; and
- Reviewing the PC log on a weekly basis in project meetings to encourage quick resolution of changes.

### The following cost control tools help ensure project completion within budget goals:

- Several forms of accurate, reliable budget estimates;
- Detailed clarifications and assumptions, with all estimates, to stimulate resolution of unknowns;
- Systems analysed to ensure the selection of effective solutions to architectural and engineering choices;
- Market verification of budget estimates throughout design and pre-construction planning;
- Thorough explanation of bid packages and instructions to bidders, to avoid scope gaps and duplications;
- Skilled negotiations and/or competitive procurement of work using pre-qualified trade contractors; and
- On-going value optimization analysis of program options, materials and building systems.



# CAPACITY TO PERFORM



## PROJECT APPROACH- COST CONTROL

*Completing a full project estimate and equating the budget to the grant or other available funds will show where key design elements will need to be reviewed, to maximize efficient use of funds. Once the overall program is evaluated and scheduled, the various component of each design element will be determined. These areas include:*

- Complete topographic survey
- Set control points with GPS coordinates
- Preliminary design (PER) based on survey data and needs assessment
- Adjust PER and move to final design
- Review of final bid documents
- Prepare bid packet & advertisement

# STATEMENT OF QUALIFICATION

## *WTC, Inc. is Local, Qualified, and Capable!*

Throughout the region and for many years, WTC continues to build our business through consistent, timely, and high-quality delivery of engineering, surveying, and construction management services.

WTC has the talent, flexibility, and dedication to deliver projects effectively for the City of Lamesa. Our reputation and relationships with our community partners is paramount to our sustainability. We recognize the importance of getting the job done right the first time, so we will bring all necessary resources to bear for the City of Lamesa to ensure successful project completion and building of trust.



We assist our clients with  
**ANALYZING, PLANNING, DESIGNING,**  
**CONSTRUCTING, OPERATING AND MAINTAINING**  
their physical assets and infrastructure.

*Thank you, and we look forward to  
working with you!*







# City of Lamesa

## Grant Writing & Management Services

Joint Partnership Proposal

WTC , Inc. and

Harper Doss Group LLC (SDVOSB)

# Harper Doss Group

Grant Writing and Management Services



June 21<sup>ST</sup>, 2023

Joe Hines  
City of Lamesa  
City Hall  
601 South First Street  
Lamesa, TX 79331

Mr Hines:

Through our strong partnership with WTC, Inc ("WTC"), Harper Doss Group LLC ("HDG") is pleased to provide the City of Lamesa (" City ") with a proposal HDG believes is the best to assist the City in its important goal of receiving and managing grant funding to improve its citizens' quality of life.

HDG offers comprehensive grant writing and management services tailored to the City's needs, whether its winning funding from HUD affordable housing grants to accurate reporting and auditing of American Rescue Plan Act ("ARPA") monies. HDG's proposal highlights the inherent flexibility our clients have come to love, offering a task order model that consists of identifying, reviewing, developing, and administering grants that are catered to the City's exact needs and requirements. Furthermore, HDG partners with WTC to secure vitally important engineering services that offers turnkey solutions to further enhance the City's future grant applications

If approved, I will serve as the lead partner for this engagement and will serve as the main point of contact for this application. If you have any questions, or if there is anything that you need, please do not hesitate to contact me. I can be reached at (512) 221-9192, or via email at [prispoli@harperdoss.com](mailto:prispoli@harperdoss.com).

I certify that the information and data in this proposal are true and complete to the best of my knowledge.

Sincerely,

*Peter Rispoli*

Peter Rispoli, Senior Partner  
Harper Doss Group  
(512) 221-9192  
[prispoli@harperdoss.com](mailto:prispoli@harperdoss.com)



## Table of Contents

|                                                       |    |
|-------------------------------------------------------|----|
| Cover Sheet .....                                     | 1  |
| Cover Letter .....                                    | 3  |
| Appendix A: Scope of Services Technical Proposal..... | 4  |
| Key Personnel.....                                    | 7  |
| References.....                                       | 8  |
| Cost Proposal.....                                    | 9  |
| Relevant Experience.....                              | 10 |
| Recent Work Portfolio.....                            | 14 |
| Questionnaire.....                                    | 17 |
| Certifications .....                                  | 18 |
| Required Attachments .....                            | 19 |

## *Our Expertise and Proposed Approach for City of Lamesa*

HDG is a full-service grant consulting firm focused on assisting local government agencies and businesses achieve their funding needs. HDG has a proven track record of writing successful grant applications. This success is because we ensure that proposed programs and projects are squarely aligned with what a grant solicitation is seeking. HDG cannot guarantee specific awards, but we guarantee that any application developed on your behalf is professionally written, focuses on the scoring criteria, and effectively tells your story.

Since its inception, HDG's focus has been to deliver exceptional service in the grant industry's three main realms, which are:

- Researching and identifying grant programs that align with each client's goals and objectives;
- Developing high-quality and competitive grant applications that provide funding for the delivery of projects and programs; and
- Accurately managing awarded grants ensuring compliance with regulations, reporting, and disbursement of funds culminating in favorable audits.

Historically, HDG uses a task and order approach, which has allowed clients to tailor services to meet their individual grant program needs and budgets, which vary over time. In response to the RFP, the following discussion provides an outline of our full capabilities, services, methodology, and approach. Most HDG clients contract for "full services," which means they utilize all services described below, but in different phases accordingly to their needs. Every client is assigned a Partner who engages with client staff to create a bespoke grant capture plan. In The City's case, the Partner assigned would be Mr. Peter Rispoli. It is important to note that clients do not pay a retainer or for any services they do not use. HDG charges on a fee-for-service basis, except for grant research which is complimentary. HDG's full range of services includes the following:

### **Needs Assessment**

One of HDG's best practices is to conduct a Needs Assessment with new clients as early on as possible. This overall Needs Assessment, in turn helps HDG present Fact Sheets, discussed in Grant Research, that are squarely aligned with The City's needs so staff can succinctly review.



## *Grant Administration*

Administration of your grant program is a priority at HDG. This effort goes beyond grant writing. It is extremely important that opportunities and deadlines are not missed while at the same time making sure grant applications are properly managed. The City is more likely to receive grants from a funding agency a second or third time if it maintains a solid track record in managing funds (e.g. no major audit findings, timely completion of projects, etc.). Grant management services include the following:

### **Monthly Coordination:**

A majority of our clients opt for a standing, monthly virtual call. This short check-in call includes a Grant Activity Report (GAR) as the standing agenda. The call's purpose is to ensure The City's awareness of open opportunities, capture pending grants, provide award information, obtain Needs Assessment's updates, and answer any questions. HDG also creates and maintains ASANA (a web-based tool) for clients, if requested, so they have an easy way to review and track their grant program overall.

### **Tracking/Reporting:**

As part of our regular support service, HDG provides a monthly and annual report, which provides a summary and status of all provided Fact Sheets and the "go" or "no go" determination. The report identifies all grants in the development process, submitted, awarded, denied, and any special services HDG has provided. The annual report provides an executive level report designed for the The City's executive team and outlines the grant program accomplishments (i.e. a return on investment report).

### **Post-Award Management:**

HDG also provides post-award management, reporting, and close-out. This effort includes reviewing grant agreements, developing Tracking Tables for the reporting requirements, processing request for reimbursements or drawdown requests, project reporting and project close-out. HDG can provide with Audit Binders, which contain all information needed for either programmatic or financial audits. Typically, grant management is quoted for each assignment, very similar to the quoting process for grant writing.

## Grant Research

HDG has dedicated staff who research and identify grant opportunities. This team has a systematic process to find grant solicitations at the federal, state, regional, and local level. When a grant is identified that would be of interest to a HDG client, the research team develops a Fact Sheet (an executive overview of the program). As an example, if HDG staff locates a grant released from the Texas Parks and Wildlife Agency targeting return to work initiatives and it meets The City's requirements and vision, the The City stakeholders receive a Fact Sheet, along with an invitation to discuss.

## Communicating Relevant Opportunities and Making Go/No Go Decision:

Using Fact Sheets from HDG's research team and the Needs Assessment, the The City relevant staff members and Peter determine whether to pursue the identified opportunity. The Fact Sheet is a succinct summary consisting of the grant deadline, maximum allowable funding, any match requirements, pre-proposal conference information, grant objectives, eligible projects, amount of funds available, average grant awarded in previous cycle (if available), whether or not a Resolution is required in order to submit a proposal, and submission and scoring requirements. After The City reviews the Fact Sheet, Peter will initiate a conference call to discuss whether or not you should pursue the funding opportunity. Several items will be discussed including whether or not you have a competitive project or need, the availability of local funds to meet any local match requirement, your staff's availability to implement the project if funds are awarded, if you have received a similar grant in the past, your performance on that grant, etc.

## Developing and Submitting Grants:

When it is determined that a grant should be pursued, HDG develop a Not-to-Exceed quote that outlines the tasks necessary to complete the application, the expected time and cost for each task, and the level of effort assumptions. HDG only charges for the actual time it takes to prepare an application. If the effort exceeds the quoted time and there has been no change in the scope of work, HDG absorbs the extra time and does not charge The City. If HDG staff completes the assignment in less time, this is a cost savings to you.

When starting a grant proposal, HDG develops a Checklist and Timeline (C&T) document. Depending on the due date and complexity of the proposal requirements, the C&T may be a very simple chart with HDG assuming all responsibility for all tasks or it may be more complex with your staff assisting with some items. HDG's detailed process ensures successful collaboration and timely submission. Throughout the grant development process, HDG will work as independently as possible but also closely with staff to coordinate work and ensure continued communication throughout the proposal development process. Our goal is to be as non-intrusive as possible, while ensuring that your story is effectively told.

## *Proposed Senior Partner Qualifications*

7 Parkside Road, Austin, TX 78738  
Phone (512) 221-9192 [www.harperdoss.com](http://www.harperdoss.com)

### Peter Rispoli



**Current Position: Partner, Harper Doss** With nearly a decade of grant-writing experience, Peter is responsible for leading grant development, writing, and project management. Duties include overseeing client relationships as well as ensuring exceptional work products are delivered in order to win funding for clients.

#### **Education:**

**Harvard Business School**, Masters in Business Administration, 2017

**Northwestern University**, Bachelors in Economics, 2011

**Harper Doss Group LLC** Austin, TX

**2021-Present**

#### **Partner**

Creating compelling grant packages incorporating business, technical, operational, and financial analysis for public and private entities seeking government funding. Writing, researching, designing, and producing the highest-quality proposals in order to help clients win grant funding.

**Consultant/Advisor** San Francisco, CA

**2017-2021**

Owned end-to-end program management, product strategy, go-to-market decisions, and business performance for a large global technology company. Crafted and presented strategic roadmaps, in-depth case studies, competitive intelligence briefs, and other executive-level materials to assist in future business planning.

**United States Marine Corps** Okinawa, Japan

**2011-2014**

#### **Command and Control Officer, Chinese (Mandarin) Translator**

Managed, developed, and led a team of 55 Marines charged with protecting our nation's top-secret information in Asia. Awarded Navy and Marine Corps Achievement Medal for actions during overseas deployment

**Citi Investment Bank** Chicago, IL

**2010**

#### **Fixed Income Sales and Trading**

Assisted investment-grade and mortgage-backed bond desks with pricing, modeling, and hedging for major buy-side accounts. Developed in-depth knowledge of capital markets, quantitative modeling, derivatives, and financial analysis

## References

More Available Upon Request

| Reference                                                                                                                                                                                                             | HDG Services to Reference Client                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jessica Butler<br>Public Works Department<br>City of Waco<br>401 Franklin Avenue<br>Waco, TX 76701<br>(254) 750 6620<br><a href="mailto:jbutler@wacotx.gov">jbutler@wacotx.gov</a>                                    | HDG delivered grant-identification, on-call grant-writing support, and project management to the City of Waco. Specific focus targeting infrastructure grants and its future community and economic impacts.                                                                                       |
| Elsy Borgstedte, CM<br>Assistant Director of Aviation<br>City of Corpus Christi<br>1000 International Drive<br>Corpus Christi, TX 78406<br>(361) 826-3232<br><a href="mailto:elsyb@cctexas.com">elsyb@cctexas.com</a> | HDG performed grant-writing and grant-application development services with an urgent, time-sensitive deadline. Grant services required technical modeling, forecasting, community impact analysis, and project narrative creation.                                                                |
| Stephanie McShane<br>Chief Financial Officer<br>Holly Poultry<br>2221 Berlin Street<br>Baltimore, MD 21230<br>(410) 727 6201 x112<br><a href="mailto:smcshane@hollypoultry.com">smcshane@hollypoultry.com</a>         | HDG completed an independent technical feasibility review encompassing financial, operational, economic, technical, and management audits to assist client in its Department of Agriculture Grant to reinvigorate rural and underutilized communities.                                             |
| Henry Zhou<br>Chief Technology Officer<br>ai4Govt Corporation<br>2121 Lohmans Crossing Road<br>PO Box 504-217<br>Lakeway, TX 78734<br>(408) 896-5027<br><a href="mailto:zhenry@me.com">zhenry@me.com</a>              | HDG provided grant research and capture services for technology client. Secured two grants, \$6.5M at federal-level (IRS) and \$500k at municipal-level (Mobile, AL). Services consisted of market research, identifying and prioritizing grants opportunities, and grant application development. |
| Damon Wells<br>Hance Scarborough, LLP<br>Legislative Consultant<br>400 W 15th Street, Suite 950<br>Austin, TX 78701<br>(512) 479-8888<br><a href="mailto:dwells@hslawmail.com">dwells@hslawmail.com</a>               | HDG conducts on-demand, grant-writing support on behalf of Hance Scarborough and its clients. This engagement is dynamic as clientele's grant needs can vary in scope, industry, complexity, urgency, and frequency.                                                                               |



## Price Quote



### Harper Doss Group, LLC. Standard Rate Sheet Contract Period January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023

The table below reflects HDG's proposed rates. Rates shall not adjust during the primary contract period noted above. In accordance with the best practices, the hourly price quote is fully-burdened, assuming no travel or in-person services are needed. Should travel be required, HDG bills all relevant out-of-pocket expenses as billed at cost without markup. HDG provides monthly itemized invoices and can, at your request, provide receipts for all out-of-pocket expenses.

| Description                          | Fee                    |
|--------------------------------------|------------------------|
| Partner                              | \$175/hour             |
| Research Associate                   | \$85/hour              |
| Asana Software (Optional)            | \$15 per user, monthly |
| Mileage (billed at current IRS rate) | \$.625 per mile        |
| Travel (tolls, airfare, hotel, cab)  | Cost - No Markup       |
| Copies                               | Cost - No Markup       |
| Courier Service                      | Cost - No Markup       |
| Postage or Express Mail              | Cost - No Markup       |

## Recent Relevant Experience

More Available Upon Request

### Relevant Experience #1

**HDG Role:** On-Call Grant Writing Services

**Funding Source:** Department of Transportation

**Grant Value:** \$15.3M (pending)

### Client POC Information

**Client Agency:** City of Waco

**Engagement Length:** Aug - Sept 22

**Client Name:** Jessica Butler

**Client Email:** jbutler@wacotx.gov

**Relevance to The City:** Bipartisan Infrastructure Law (BIL) research and analysis on multi-modal access, technical compilation of emissions reductions and its impact on disadvantage community, and development of wildlife risk mitigation and severe weather management.

**Grant Description:**

- ◆ Funded through the BIL, the Bridge Investment Program seeks to improve bridge (and culvert) condition, safety, efficiency, and reliability

**HDG Services Performed:**

- ◆ Developing Project Narrative and required supplemental analysis
- ◆ Economic and Technical Analysis (25 Year Benefit Cost Model)
- ◆ Project Management (4 week sprint)

**Client's Benefit:**

- ◆ On-demand access to economist and technical expert
- ◆ Framework and Narrative Outline, with required grant evidence criteria
- ◆ Copy-editing and Proofing as well as graphic design

## Relevant Experience #2

**HDG Role:** On-Call Grant Writing Services

**Funding Source:** Department of Agriculture

**Grant Value:** \$2M (awarded)

## Client POC Information

**Client Agency:** Holly Poultry

**Engagement Length:** Feb - April 22

**Client Name:** Stephanie McShane, CFO

**Client Email:** smcshane@hollypoultry.com

**Relevance to The City:** Assisted with ensuring client met all relevant state and federal regulations within Department of Agriculture while providing economic, technical, operational, and management consultant reviews to craft a compelling bid package.

### Grant Description:

- ◆ Funded through the USDA, the MPPEP is making grant funding available to meat and poultry processors for start-up and expansion. This will promote competition and give more and better options to producers by increasing meat and poultry processing capacity

### HDG Services Performed:

- ◆ Issued independent auditor opinion on feasibility
- ◆ Economic and Technical Analysis (Go To Market Plan)
- ◆ Developed required supplemental analysis

### Client's Benefit:

- ◆ On-demand access to economist and technical expert
- ◆ Grant compliance and favorable findings criterion review
- ◆ Copy-editing and Proofing as well as graphic design

### Relevant Experience #3

**HDG Role:** On-Call Grant Writing Services

**Funding Source:** Department of Transportation

**Grant Value:** \$3.3M (pending)

### Client POC Information

**Client Agency:** City of Corpus Christi

**Engagement Length:** 2 weeks (Sept 22)

**Client Name:** Elsy Borgstedte

**Client Email:** elsyb@cctexas.com

**Relevance to The City:** Extensive due-diligence performed for client via project narrative on Public Access, Accessibility, Environment Site Assessments, Climate Resiliency, and management of sensitive natural environments.

**Grant Description:**

- ◆ Funded through the BIL, the Bridge Investment Program seeks to improve bridge (and culvert) condition, safety, efficiency, and reliability

**HDG Services Performed:**

- ◆ Creating, Crafting, and Submitting Grant Application
- ◆ Economic and Technical Research to supplement data gaps
- ◆ Project Management (2 week sprint)

**Client's Benefit:**

- ◆ Comprehensive Grant Application Support
- ◆ Web-Based Workspace to manage all documents, tasks, and requirements
- ◆ Copy-writing, Editing, and Proofing as well as graphic design

#### Relevant Experience #4

**HDG Role:** Full-Time Grant Consultant

**Funding Source:** Department of Treasury

**Award Value:** \$6.5M (awarded)

#### Client POC Information

**Client Agency:** ai4Govt Corporation

**Engagement Length:** Mar 20- Dec 21

**Client Name:** Henry Zhou

**Client Email:** zhenry@me.com

**Relevance to The City:** Federal grant required in-depth Benefit-Cost Analysis, forecasting on ten-year horizon, crafting project narrative, multiple funding stages and administrative requirements.

#### Award Description:

- ◆ Funded through the Department of Treasury, the Internal Review Service created a Data Initiative that seemed innovative, cutting-edge machine learning technology to efficiently categorize and grade vendor contract and cost submissions for accuracy, reasonableness, and competitiveness.

#### HDG Services Performed:

- ◆ Grant Identifications, Go-No Go Criteria
- ◆ Needs Assessment
- ◆ Go/No Go Criteria
- ◆ Turn-key Grant Application Full Services

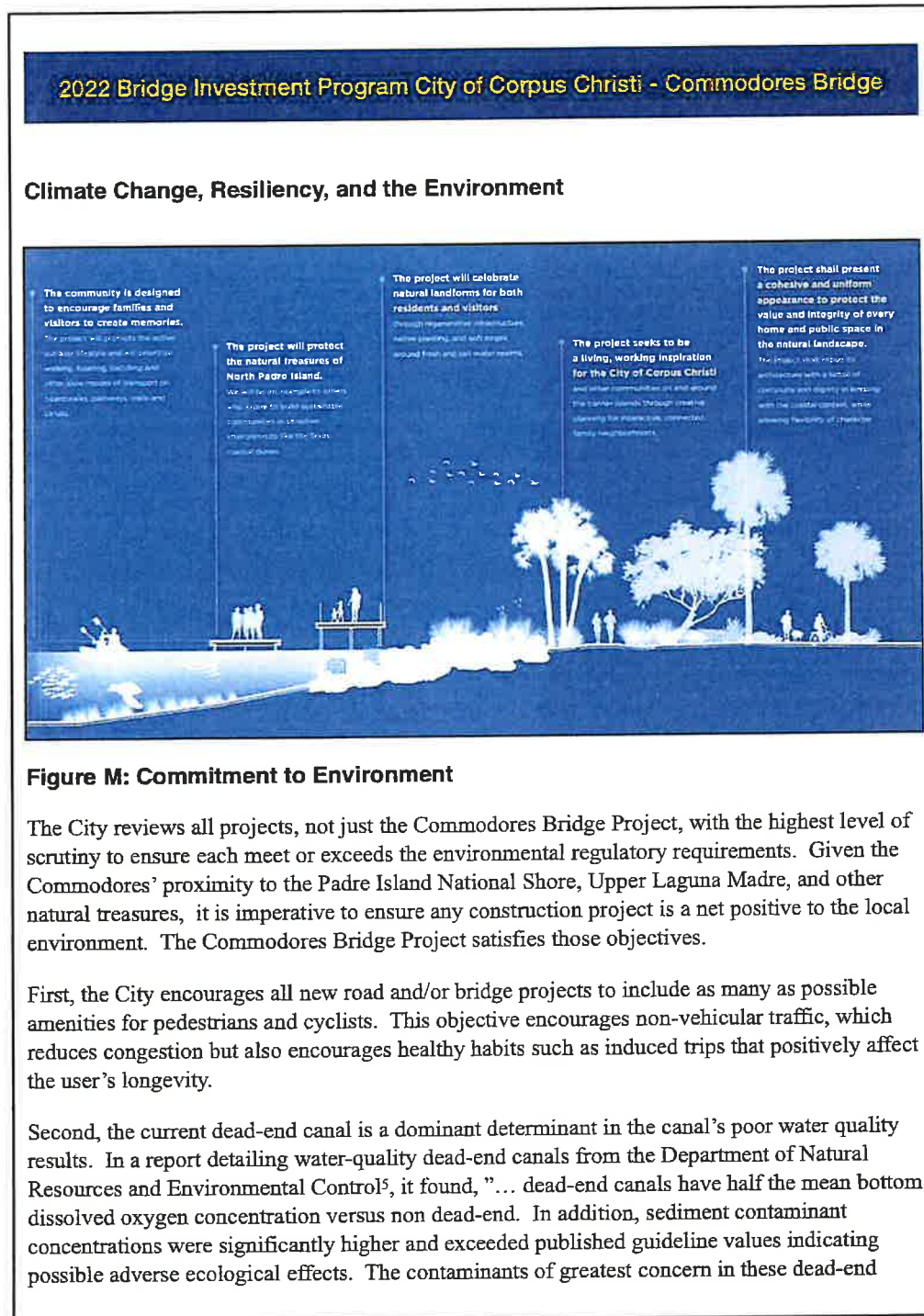
#### Client's Benefit:

- ◆ Comprehensive Grant Application Support
- ◆ Web-Based Workspace to manage all documents, tasks, and requirements
- ◆ Copy-writing, Editing, and Proofing as well as graphic design



## Recent Work Examples

Relevant excerpts from similar grants. Climate Change and Environmental Impact Report, 20-Year Benefit-Cost Analysis Summary, and Risk Registry Matrix.



**Figure M: Commitment to Environment**

The City reviews all projects, not just the Commodores Bridge Project, with the highest level of scrutiny to ensure each meet or exceeds the environmental regulatory requirements. Given the Commodores' proximity to the Padre Island National Shore, Upper Laguna Madre, and other natural treasures, it is imperative to ensure any construction project is a net positive to the local environment. The Commodores Bridge Project satisfies those objectives.

First, the City encourages all new road and/or bridge projects to include as many as possible amenities for pedestrians and cyclists. This objective encourages non-vehicular traffic, which reduces congestion but also encourages healthy habits such as induced trips that positively affect the user's longevity.

Second, the current dead-end canal is a dominant determinant in the canal's poor water quality results. In a report detailing water-quality dead-end canals from the Department of Natural Resources and Environmental Control<sup>5</sup>, it found, "... dead-end canals have half the mean bottom dissolved oxygen concentration versus non dead-end. In addition, sediment contaminant concentrations were significantly higher and exceeded published guideline values indicating possible adverse ecological effects. The contaminants of greatest concern in these dead-end

# Benefit Cost Analysis Model Summary

| Benefit Cost Analysis   |              |                     |                       |                         |                          |                        |                  |                                      |                |                 |     |
|-------------------------|--------------|---------------------|-----------------------|-------------------------|--------------------------|------------------------|------------------|--------------------------------------|----------------|-----------------|-----|
| Calendar Year           | Project Year | Travel Time Savings | Accident Cost Savings | Closure and VOC Savings | Journey Quality Benefits | Emissions Cost Savings | O&M Cost Savings | Construction Cost (+ Residual Value) | Total Benefits | Total Costs     |     |
| 2022                    | -            | \$0                 | \$0                   | \$0                     | \$0                      | \$0                    | \$0              | \$0                                  | \$0            | \$0             | \$0 |
| 2023                    | -            | \$0                 | \$0                   | \$0                     | \$0                      | \$0                    | \$1,402          | -\$608,879                           | \$1,402        | -\$608,879      | \$0 |
| 2024                    | -            | \$0                 | \$0                   | \$0                     | \$0                      | \$0                    | \$70,443         | -\$14,279,413                        | \$70,443       | -\$14,279,413   | \$0 |
| 2025                    | -            | \$0                 | \$0                   | \$0                     | \$0                      | \$0                    | \$1,224          | \$0                                  | \$1,224        | \$0             | \$0 |
| 2026                    | -            | \$0                 | \$0                   | \$0                     | \$0                      | \$0                    | \$103,761        | \$0                                  | \$103,761      | \$0             | \$0 |
| 2027                    | 1            | \$407,840           | \$509,169             | \$48,772                | \$187,661                | \$5,982                | \$331,068        | \$0                                  | \$1,490,493    | \$0             | \$0 |
| 2028                    | 2            | \$393,997           | \$475,859             | \$47,096                | \$175,384                | \$5,889                | \$125,479        | \$0                                  | \$1,223,705    | \$0             | \$0 |
| 2029                    | 3            | \$378,963           | \$444,728             | \$45,304                | \$163,910                | \$5,735                | -\$535           | \$0                                  | \$1,038,105    | \$0             | \$0 |
| 2030                    | 4            | \$365,301           | \$415,634             | \$43,655                | \$153,187                | \$5,595                | -\$49,084        | \$0                                  | \$934,287      | \$0             | \$0 |
| 2031                    | 5            | \$351,950           | \$388,443             | \$42,059                | \$143,166                | \$5,420                | -\$467           | \$0                                  | \$930,570      | \$0             | \$0 |
| 2032                    | 6            | \$339,226           | \$363,031             | \$40,526                | \$133,800                | \$5,253                | -\$42,177        | \$0                                  | \$839,658      | \$0             | \$0 |
| 2033                    | 7            | \$326,545           | \$339,281             | \$39,011                | \$125,047                | \$5,094                | -\$408           | \$0                                  | \$834,568      | \$0             | \$0 |
| 2034                    | 8            | \$314,337           | \$317,085             | \$37,553                | \$116,866                | \$4,941                | \$17,923         | \$0                                  | \$808,705      | \$0             | \$0 |
| 2035                    | 9            | \$302,586           | \$296,341             | \$36,149                | \$109,220                | \$4,796                | -\$357           | \$0                                  | \$748,736      | \$0             | \$0 |
| 2036                    | 10           | \$291,275           | \$255,519             | \$34,798                | \$102,075                | \$4,706                | -\$25,505        | \$0                                  | \$5,662,868    | \$0             | \$0 |
| 2037                    | 11           | \$280,386           | \$258,836             | \$33,497                | \$95,397                 | \$4,571                | -\$311           | \$0                                  | \$672,375      | \$0             | \$0 |
| 2038                    | 12           | \$269,904           | \$241,903             | \$32,244                | \$89,156                 | \$4,441                | -\$67,951        | \$0                                  | \$569,698      | \$0             | \$0 |
| 2039                    | 13           | \$259,814           | \$226,077             | \$31,039                | \$83,324                 | \$4,317                | -\$272           | \$0                                  | \$604,300      | \$0             | \$0 |
| 2040                    | 14           | \$250,102           | \$211,287             | \$29,879                | \$77,873                 | \$4,198                | \$19,763         | \$0                                  | \$593,101      | \$0             | \$0 |
| 2041                    | 15           | \$240,752           | \$197,465             | \$28,762                | \$72,778                 | \$4,083                | -\$238           | \$0                                  | \$543,602      | \$0             | \$0 |
| 2042                    | 16           | \$231,752           | \$184,546             | \$27,687                | \$68,017                 | \$3,973                | \$1,774          | \$0                                  | \$517,749      | \$0             | \$0 |
| 2043                    | 17           | \$223,088           | \$172,473             | \$26,652                | \$63,567                 | \$3,907                | -\$208           | \$0                                  | \$489,480      | \$0             | \$0 |
| 2044                    | 18           | \$214,749           | \$161,190             | \$25,655                | \$59,409                 | \$3,804                | -\$39,312        | \$0                                  | \$425,494      | \$0             | \$0 |
| 2045                    | 19           | \$206,721           | \$150,645             | \$24,696                | \$55,522                 | \$3,704                | -\$181           | \$0                                  | \$441,107      | \$0             | \$0 |
| 2046                    | 20           | \$198,993           | \$2,671,640           | \$23,773                | \$51,890                 | \$3,608                | -\$63,934        | \$3,221,624                          | \$6,107,593    | \$0             | \$0 |
| Total (in 2020 Dollars) |              | \$ 5,028,598        | \$ 11,419,556         | \$ 600,856              | \$ 1,829,078             | \$ 80,839              | \$ 328,366       | \$ 2,770,055                         | \$ 22,057,288  | \$ (12,801,428) | \$0 |

# Project Narrative

## Risk Registry Matrix

| RISK REGISTRY                                               |                                                                                                                    |                                                                                                                                         |                      |                      |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |       |   |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------|---|
| RISK DESCRIPTION                                            | IMPACT DESCRIPTION                                                                                                 | PROBABILITY (L/EXT)                                                                                                                     | IMPACT LEVEL         | PROBABILITY (L/EXT)  | PRIORITY LEVEL       | MITIGATION NOTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | OWNERS                                                                   | KEY   |   |
| (Give a brief summary of the risk.)                         | What will happen if the risk is not mitigated or eliminated?                                                       | What will be the most likely risk occur?                                                                                                | Rate (LOW) to (HIGH) | Rate (LOW) to (HIGH) | Rate (LOW) to (HIGH) | What can be done to lower or eliminate the impact or probability?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Who is responsible?                                                      | LEVEL |   |
| Risk of Environmental Delay                                 | This has potential to delay the start of construction without proper environmental permitting, or design changes.  | The most detrimental cost of this project would be time.                                                                                | 3                    | 1                    | 3                    | Speaking with the Environmental team that the City has started the permitting process with it is safe to assume this is not likely to occur. The mitigation strategy is already in place because the City of Waco has decided to begin an environmental process prior to this grant being awarded to allow for maximum time to eliminate permitting issues with little impact to the construction design timeline.                                                                                                                                                                                                                                                                                                                    | Project Manager from the City (Steve Martin) and Consultant              | 1     | 5 |
| Risk of Contractor Labor shortage or strike                 | This would cause delay in the construction timeline.                                                               | The most detrimental cost of this project would be time.                                                                                | 3                    | 1                    | 3                    | The City of Waco has secured the project to acquire land required for ROW of this project to help mitigate the risk of this delaying the project. This is an action item for the grant project but not a cost associated with the grant request which is a mitigation strategy by the city to reduce the risk of error in the cost estimate.                                                                                                                                                                                                                                                                                                                                                                                          | Contractor and Project Manager from the City (Steve Martin)              | 2     | 4 |
| Risk of material shortage                                   | This would cause delay in the construction timeline.                                                               | The most detrimental cost of this project would be time.                                                                                | 2                    | 4                    | 8                    | The City of Waco mitigation strategy to material shortage risk is to be prepared to allow material substitutions upon approval, or using a different subcontractor with the materials in stock.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Contractor and Project Manager from the City (Steve Martin)              | 3     | 2 |
| ROW acquisition costs higher than anticipated               | This has the potential to delay construction and design.                                                           | The cost of this would be either more money than the City expected to acquire the land or redesigning the road to not include the land. | 4                    | 1                    | 4                    | The City of Waco has secured the project to acquire land required for ROW of this project to help mitigate the risk of this delaying the project. This is an action item for the grant project but not a cost associated with the grant request which is a mitigation strategy by the city to reduce the risk of error in the cost estimate.                                                                                                                                                                                                                                                                                                                                                                                          | Project Manager from the City (Steve Martin) and Consultant              | 4     | 1 |
| Unplanned work that must be accommodated                    | This would have the potential to delay the project and increase the overall project cost.                          | The cost is variable depending on what the project and increase the overall unaccounted work is.                                        | 2                    | 3                    | 6                    | The City of Waco has included a 20% contingency in the cost estimate to mitigate a risk of unplanned work needing to be completed as part of the project. The City will hire a qualified consultant to help mitigate foreseeable work as any unplanned work is likely from unavoidable factors that occur in the field. The City's Professional Engineers and other staff members will complete thorough review of each phase of the design (30%, 60%, 90%) to help mitigate foreseeable work and limit unplanned work occurring as change orders.                                                                                                                                                                                    | Project Manager from the City (Steve Martin) and Consultant              | 5     | 3 |
| Utility agreements                                          | This could cause delays in construction if utility agreements do not go as planned.                                | Initially could delay design and/or construction.                                                                                       | 4                    | 1                    | 4                    | The City will work internally to come to an agreement with the departments. Part of the mitigation strategy will be to coordinate and communicate from the start of the design process to make sure risk is limited in the utility area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Contractor, Project Manager from the City (Steve Martin), and Consultant |       |   |
| Inexperienced staff assigned                                | Depending on the inexperienced staff this could lead to design errors, construction delays or management problems. | Potentially could delay design and/or construction.                                                                                     | 2                    | 1                    | 3                    | The City mitigates this risk by hiring qualified consulting firms for the design process that are vetted thoroughly to ensure qualified work. The City requires the contractor performing the work to be qualified and a responsible bidder before contract is awarded helping to mitigate the risk. The City assigns staff in construction management from the project staff to ensure that work is being managed properly. The City also uses inside engineering inspectors or have qualified outside inspectors to oversee all of the construction progress and mitigate any issues as they may arise. All of these are strategies the city uses to mitigate risk of inexperienced staff causing issues in design or construction. | Contractor, Project Manager from the City (Steve Martin), and Consultant |       |   |
| Funding availability                                        | Without funding being available in the project this would cause the project to halt.                               | This could cost the City valuable time and resources already put into the project.                                                      | 5                    | 1                    | 5                    | The City has mitigated this risk by presenting conclusions to the City of Waco Council and County has submitted to commissioners event for prior funding approval to mitigate risk of funding not being available.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Project Manager from the City (Steve Martin)                             |       |   |
| Readiness & ability to review & approve design deliverables | Without proper review of design and construction deliverables the project may be delayed.                          | The City could lose money from change orders. If plans and submittals are not properly reviewed.                                        | 3                    | 1                    | 3                    | The project is a priority for the City and staff will be assigned to review and manage the life of this project to mitigate the risk of not having proper review and mitigation plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Project Manager from the City (Steve Martin)                             |       |   |



# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM:15**

---

**SUBJECT: CITY STAFF REPORTS**

**SUBMITTED BY: City Staff**

**EXHIBITS:**

## **SUMMARY STATEMENT**

City Council to hear city departmental 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
- c. **GOLF COURSE REPORT:** Golf Course Superintendent to report on conditions and events at the Golf Course

## **COUNCIL ACTION**

No City Council action required.

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM:16**

---

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

### **SUMMARY STATEMENT**

Finance Director to report on the city's finances.

### **COUNCIL ACTION**

No City Council action required.



**City of Lamesa**  
**Financial Statement Summary**  
**As of: July 31st, 2023**

|                                             | Current<br>Month-to-Date      | Year-to-Date                  |
|---------------------------------------------|-------------------------------|-------------------------------|
| <b>General Fund (1)</b>                     |                               |                               |
| Revenues                                    | \$ 241,744.26                 | \$ 5,009,356.45               |
| Expenditures                                | \$ 398,260.08                 | \$ 4,066,044.85               |
| <b>Revenues Over/(Under) Expenditures</b>   | <b><u>\$ (156,515.82)</u></b> | <b><u>\$ 943,311.60</u></b>   |
| <br><b>Water Fund (2)</b>                   |                               |                               |
| Revenues                                    | \$ 370,804.63                 | \$ 3,298,459.66               |
| Expenditures                                | \$ 257,231.01                 | \$ 3,146,630.17               |
| <b>Revenues Over/(Under) Expenditures</b>   | <b><u>\$ 113,573.62</u></b>   | <b><u>\$ 151,829.49</u></b>   |
| <br><b>Solid Waste Fund (3)</b>             |                               |                               |
| Revenues                                    | \$ 218,105.73                 | \$ 2,082,357.23               |
| Expenditures                                | \$ 116,274.75                 | \$ 1,580,612.98               |
| <b>Revenues Over/(Under) Expenditures</b>   | <b><u>\$ 101,830.98</u></b>   | <b><u>\$ 501,744.25</u></b>   |
| <br><b>Golf Course Fund (18)</b>            |                               |                               |
| Revenues                                    | \$ 13,774.75                  | \$ 169,531.17                 |
| Expenditures                                | \$ 22,560.83                  | \$ 223,808.62                 |
| <b>Revenues Over/(Under) Expenditures</b>   | <b><u>\$ (8,786.08)</u></b>   | <b><u>\$ (54,277.45)</u></b>  |
| <br><b>Wastewater &amp; Collection (20)</b> |                               |                               |
| Revenues                                    | \$ 102,966.23                 | \$ 1,017,474.48               |
| Expenditures                                | \$ 62,977.19                  | \$ 951,670.50                 |
| <b>Revenues Over/(Under) Expenditures</b>   | <b><u>\$ 39,989.04</u></b>    | <b><u>\$ 65,803.98</u></b>    |
| <br><b>All Funds</b>                        |                               |                               |
| Revenues                                    | \$ 947,395.60                 | \$ 11,577,178.99              |
| Expenditures                                | \$ 857,303.86                 | \$ 9,968,767.12               |
| <b>Revenues Over/(Under) Expenditures</b>   | <b><u>\$ 90,091.74</u></b>    | <b><u>\$ 1,608,411.87</u></b> |

## FINANCIAL STATEMENT

AS OF: JULY 31ST, 2023

## 01 -GENERAL FUND

## FINANCIAL SUMMARY

83.33% OF YEAR COMP.

| ACCT#                     | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | BUDGET<br>BALANCE |
|---------------------------|--------------|------------------|-------------------|-----------------|----------------|-------------------|
| <u>REVENUE SUMMARY</u>    |              |                  |                   |                 |                |                   |
| 01-TAXES                  |              | 3,955,568.00     | 130,886.58        | 3,759,254.00    | 95.04          | 196,314.00        |
| 02-FRANCHISES AND STREET  |              | 616,454.00       | 34,078.50         | 519,855.83      | 84.33          | 96,598.17         |
| 03-PERMITS, LICENSES AND  |              | 73,500.00        | 2,360.00          | 41,033.92       | 55.83          | 32,466.08         |
| 04-FINES                  |              | 56,900.00        | 6,064.00          | 55,954.27       | 98.34          | 945.73            |
| 05-RECREATIONAL AND RENTA |              | 42,000.00        | 14,657.71         | 86,717.41       | 206.47         | ( 44,717.41)      |
| 06-OTHER GOVERNMENTAL AGE |              | 251,616.00       | 0.00              | 237,945.38      | 94.57          | 13,670.62         |
| 07-TRANSFERS              |              | 0.00             | 0.00              | 0.00            | 0.00           | 0.00              |
| 08-CHARGES FOR CURRENT SE |              | 18,200.00        | 5,062.96          | 18,199.21       | 100.00         | 0.79              |
| 09-MISCELLANEOUS REVENUES |              | 338,935.00       | 48,634.51         | ( 845,092.26)   | 249.34-        | 1,184,027.26      |
| 19-SOURCE (CHG TO 49XXX)  |              | <u>0.00</u>      | <u>0.00</u>       | <u>0.00</u>     | <u>0.00</u>    | <u>0.00</u>       |
| TOTAL REVENUES            |              | 5,353,173.00     | 241,744.26        | 3,873,867.76    | 72.37          | 1,479,305.24      |

EXPENDITURE SUMMARY

|                           |              |             |              |        |              |
|---------------------------|--------------|-------------|--------------|--------|--------------|
| GENERAL ADMIN SERVICES    | 108,876.00   | 11,318.60   | 86,439.60    | 79.39  | 22,436.40    |
| FINANCIAL SERVICES        | 98,458.00    | ( 1,060.20) | 136,961.75   | 139.11 | ( 38,503.75) |
| PERSONNEL/RISK MGT SERV   | 56,965.00    | 4,568.33    | 57,839.99    | 101.54 | ( 874.99)    |
| COMMUNITY DEVELOPMENT SER | 0.00         | 103.92      | 1,039.20     | 0.00   | ( 1,039.20)  |
| HOUSING ASSISTANCE SERV   | 34,846.00    | 7,106.57    | 14,032.34    | 40.27  | 20,813.66    |
| CITY COUNCIL              | 43,625.00    | 3,567.38    | 30,549.15    | 70.03  | 13,075.85    |
| CITY HALL                 | 91,473.00    | 3,217.32    | 96,856.74    | 105.89 | ( 5,383.74)  |
| INTERGOVERNMENTAL         | 96,358.40    | 1,405.84    | 27,750.34    | 28.80  | 68,608.06    |
| MUNICIPAL COURT           | 157,187.00   | 9,652.64    | 118,219.50   | 75.21  | 38,967.50    |
| VEHICLE REPAIR SERVICES   | 41,064.00    | 2,330.40    | 13,363.59    | 32.54  | 27,700.41    |
| VEHICLE PREVENTIVE MNT    | 457.00       | ( 131.29)   | ( 367.25)    | 80.36- | 824.25       |
| FIRE SERVICES             | 743,811.00   | 51,024.90   | 545,390.88   | 73.32  | 198,420.12   |
| VOLUNTEER FIRE SERVICES   | 114,226.00   | 2,805.48    | 46,222.55    | 40.47  | 68,003.45    |
| PD - GEN'L ADMIN SERV     | 384,047.00   | 20,412.07   | 254,410.55   | 66.24  | 129,636.45   |
| COMMUNICATIONS SERVICES   | 298,143.00   | 16,664.15   | 213,844.25   | 71.73  | 84,298.75    |
| GEN'L LAW ENFORCEMENT SER | 1,241,547.41 | 128,440.70  | 1,000,515.51 | 80.59  | 241,031.90   |
| CRIMINAL INVESTIGATIONS   | 306,282.73   | 30,293.01   | 273,776.36   | 89.39  | 32,506.37    |
| JUVENILE SERVICES         | 0.00         | 0.00        | 0.00         | 0.00   | 0.00         |
| ANIMAL CONTROL SERVICE    | 102,409.00   | 8,883.22    | 56,331.71    | 55.01  | 46,077.29    |
| EMERGENCY MANAGEMENT SERV | 15,550.00    | 91.42       | 14,297.45    | 91.95  | 1,252.55     |
| NARCOTICS INTERDICTION    | 0.00         | 0.00        | 0.00         | 0.00   | 0.00         |
| STREET MAINTENANCE SERV   | 373,971.00   | 19,514.80   | 236,925.71   | 63.35  | 137,045.29   |
| STREET CONST/SEAL COAT    | 92,699.00    | 4,375.00    | 16,326.71    | 17.61  | 76,372.29    |
| STREET CLEANING SERVICES  | 6,175.00     | ( 486.15)   | 1,032.92     | 16.73  | 5,142.08     |
| TRAFFIC SERVICES          | 136,881.00   | 0.00        | 94,188.03    | 68.81  | 42,692.97    |
| INSPECTION SERVICES       | 222,738.00   | 19,988.22   | 210,592.24   | 94.55  | 12,145.76    |
| PARK MAINTENANCE SERVICES | 364,631.00   | 26,287.37   | 278,025.35   | 76.25  | 86,605.65    |
| PARK IRRIGATION SERVICES  | ( 13,274.00) | 203.51      | ( 16,796.26) | 126.54 | 3,522.26     |
| COMMUNITY BUILDING SERV   | 40,234.00    | 1,296.23    | 21,814.32    | 54.22  | 18,419.68    |
| RECREATIONAL FACILITIES   | 237,357.00   | 7,745.49    | 167,346.03   | 70.50  | 70,010.97    |

## FINANCIAL STATEMENT

AS OF: JULY 31ST, 2023

01 -GENERAL FUND

FINANCIAL SUMMARY

83.33% OF YEAR COMP.

| ACCT# | ACCOUNT NAME                                                         | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL  | % OF<br>BUDGET | BUDGET<br>BALANCE |
|-------|----------------------------------------------------------------------|------------------|-------------------|------------------|----------------|-------------------|
|       | SWIMMING POOL SERVICES                                               | <u>85,794.00</u> | <u>18,641.15</u>  | <u>69,115.59</u> | <u>80.56</u>   | <u>16,678.41</u>  |
|       | TOTAL EXPENDITURES                                                   | 5,482,531.54     | 398,260.08        | 4,066,044.85     | 74.16          | 1,416,486.69      |
|       | REVENUES OVER/(UNDER) EXPENDITURES                                   | ( 129,358.54)    | ( 156,515.82)     | ( 192,177.09)    | 148.56         | 62,818.55         |
|       |                                                                      | =====            | =====             | =====            | =====          | =====             |
|       | OTHER SOURCES (USES)                                                 | <u>0.00</u>      | <u>0.00</u>       | <u>0.00</u>      | <u>0.00</u>    | <u>0.00</u>       |
|       | REVENUES & OTHER SOURCES OVER<br>(UNDER) EXPENDITURES & OTHER (USES) | ( 129,358.54)    | ( 156,515.82)     | ( 192,177.09)    | 148.56         | 62,818.55         |
|       |                                                                      | =====            | =====             | =====            | =====          | =====             |

## FINANCIAL STATEMENT

AS OF: JULY 31ST, 2023

02 -WATER &amp; WASTEWATER ENTER.

FINANCIAL SUMMARY

83.33% OF YEAR COMP.

| ACCT#                                                                | ACCOUNT NAME  | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL  | % OF<br>BUDGET | BUDGET<br>BALANCE |
|----------------------------------------------------------------------|---------------|------------------|-------------------|------------------|----------------|-------------------|
| <u>REVENUE SUMMARY</u>                                               |               |                  |                   |                  |                |                   |
| 11-OPERATING REVENUES                                                |               | 4,131,250.00     | 370,177.63        | 3,255,139.23     | 78.79          | 876,110.77        |
| 12-NON-OPERATING REVENUES                                            |               | <u>50,923.00</u> | <u>627.00</u>     | <u>43,320.43</u> | <u>85.07</u>   | <u>7,602.57</u>   |
| TOTAL REVENUES                                                       |               | 4,182,173.00     | 370,804.63        | 3,298,459.66     | 78.87          | 883,713.34        |
| <u>EXPENDITURE SUMMARY</u>                                           |               |                  |                   |                  |                |                   |
| WATER PRODUCTION SERVICES                                            |               | 1,896,211.00     | 132,378.24        | 1,443,332.07     | 76.12          | 452,878.93        |
| WATER DIST/WASTEWATER SER                                            |               | 1,857,972.00     | 74,134.64         | 1,243,805.39     | 66.94          | 614,166.61        |
| WASTEWATER TREATMENT SERV                                            |               | 0.00             | 0.00              | 7.50             | 0.00           | ( 7.50)           |
| ENGINEERING SERVICES                                                 |               | 114,311.00       | 14,390.37         | 78,691.32        | 68.84          | 35,619.68         |
| TECHNICAL SERVICES                                                   |               | 104,647.00       | 14,574.33         | 77,019.92        | 73.60          | 27,627.08         |
| UTILITY BILLING/COLLECT                                              |               | 371,985.00       | 21,753.43         | 303,760.95       | 81.66          | 68,224.05         |
| INSPECTION SERVICES                                                  |               | <u>0.00</u>      | <u>0.00</u>       | <u>13.02</u>     | <u>0.00</u>    | <u>( 13.02)</u>   |
| TOTAL EXPENDITURES                                                   |               | 4,345,126.00     | 257,231.01        | 3,146,630.17     | 72.42          | 1,198,495.83      |
| REVENUES OVER/(UNDER) EXPENDITURES                                   | ( 162,953.00) |                  | 113,573.62        | 151,829.49       | 93.17-         | ( 314,782.49)     |
| <u>OTHER SOURCES (USES)</u>                                          |               |                  |                   |                  |                |                   |
| OTHER SOURCES (USES)                                                 |               | <u>0.00</u>      | <u>0.00</u>       | <u>0.00</u>      | <u>0.00</u>    | <u>0.00</u>       |
| REVENUES & OTHER SOURCES OVER<br>(UNDER) EXPENDITURES & OTHER (USES) | ( 162,953.00) |                  | 113,573.62        | 151,829.49       | 93.17-         | ( 314,782.49)     |

## FINANCIAL STATEMENT

AS OF: JULY 31ST, 2023

## 03 -SOLID WASTE ENTERPRISE

## FINANCIAL SUMMARY

83.33% OF YEAR COMP.

| ACCT#                     | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL  | % OF<br>BUDGET | BUDGET<br>BALANCE |
|---------------------------|--------------|------------------|-------------------|------------------|----------------|-------------------|
| 05-RECREATIONAL AND RENTA |              | 0.00             | 0.00              | 0.00             | 0.00           | 0.00              |
| 21-OPERATING REVENUES     |              | 2,325,110.00     | 216,176.41        | 1,993,489.87     | 85.74          | 331,620.13        |
| 22-NON-OPERATING REVENUES |              | <u>94,216.00</u> | <u>1,929.32</u>   | <u>88,867.36</u> | <u>94.32</u>   | <u>5,348.64</u>   |
| TOTAL REVENUES            |              | 2,419,326.00     | 218,105.73        | 2,082,357.23     | 86.07          | 336,968.77        |

EXPENDITURE SUMMARY

|                                                                      |                  |                 |                  |              |                  |
|----------------------------------------------------------------------|------------------|-----------------|------------------|--------------|------------------|
| SOLID WASTE COLLECTION SV                                            | 1,076,821.45     | 72,854.26       | 889,890.42       | 82.64        | 186,931.03       |
| SANITARY LANDFILL SERVICE                                            | 856,813.00       | 31,291.81       | 566,160.96       | 66.08        | 290,652.04       |
| SPECIALIZED COLLECTION SV                                            | 110,472.00       | 6,300.30        | 62,124.26        | 56.24        | 48,347.74        |
| ENVIRONMENTAL HEALTH SERV                                            | <u>88,288.00</u> | <u>5,828.38</u> | <u>62,437.34</u> | <u>70.72</u> | <u>25,850.66</u> |
| TOTAL EXPENDITURES                                                   | 2,132,394.45     | 116,274.75      | 1,580,612.98     | 74.12        | 551,781.47       |
| REVENUES OVER/(UNDER) EXPENDITURES                                   | 286,931.55       | 101,830.98      | 501,744.25       | 174.87       | ( 214,812.70)    |
| OTHER SOURCES (USES)                                                 | <u>0.00</u>      | <u>0.00</u>     | <u>0.00</u>      | <u>0.00</u>  | <u>0.00</u>      |
| REVENUES & OTHER SOURCES OVER<br>(UNDER) EXPENDITURES & OTHER (USES) | 286,931.55       | 101,830.98      | 501,744.25       | 174.87       | ( 214,812.70)    |

## FINANCIAL STATEMENT

AS OF: JULY 31ST, 2023

18 -MUNICIPAL GOLF COURSE  
FINANCIAL SUMMARY

83.33% OF YEAR COMP.

| ACCT# | ACCOUNT NAME | ANNUAL<br>BUDGET | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL | % OF<br>BUDGET | BUDGET<br>BALANCE |
|-------|--------------|------------------|-------------------|-----------------|----------------|-------------------|
|-------|--------------|------------------|-------------------|-----------------|----------------|-------------------|

REVENUE SUMMARY

|                           |                   |                  |                   |              |                  |
|---------------------------|-------------------|------------------|-------------------|--------------|------------------|
| 09-MISCELLANEOUS REVENUES | 0.00              | 0.00             | 0.00              | 0.00         | 0.00             |
| 31-FEES AND DUES          | <u>203,000.00</u> | <u>13,774.75</u> | <u>169,531.17</u> | <u>83.51</u> | <u>33,468.83</u> |
| TOTAL REVENUES            | 203,000.00        | 13,774.75        | 169,531.17        | 83.51        | 33,468.83        |

EXPENDITURE SUMMARY

|                                                                      |                   |                  |                   |               |                     |
|----------------------------------------------------------------------|-------------------|------------------|-------------------|---------------|---------------------|
| MUNICIPAL GOLF COURSE                                                | <u>210,753.14</u> | <u>22,560.83</u> | <u>223,808.62</u> | <u>106.19</u> | <u>( 13,055.48)</u> |
| TOTAL EXPENDITURES                                                   | 210,753.14        | 22,560.83        | 223,808.62        | 106.19        | ( 13,055.48)        |
| REVENUES OVER/(UNDER) EXPENDITURES                                   | ( 7,753.14)       | ( 8,786.08)      | ( 54,277.45)      | 700.07        | 46,524.31           |
|                                                                      | <u>=====</u>      | <u>=====</u>     | <u>=====</u>      | <u>=====</u>  | <u>=====</u>        |
| REVENUES & OTHER SOURCES OVER<br>(UNDER) EXPENDITURES & OTHER (USES) | ( 7,753.14)       | ( 8,786.08)      | ( 54,277.45)      | 700.07        | 46,524.31           |
|                                                                      | <u>=====</u>      | <u>=====</u>     | <u>=====</u>      | <u>=====</u>  | <u>=====</u>        |



## FINANCIAL STATEMENT

AS OF: JULY 31ST, 2023

20 -WASTEWATER FUND

FINANCIAL SUMMARY

83.33% OF YEAR COMP.

| ACCT#                                                                | ACCOUNT NAME  | ANNUAL<br>BUDGET    | CURRENT<br>PERIOD | Y-T-D<br>ACTUAL     | % OF<br>BUDGET | BUDGET<br>BALANCE |
|----------------------------------------------------------------------|---------------|---------------------|-------------------|---------------------|----------------|-------------------|
| <u>REVENUE SUMMARY</u>                                               |               |                     |                   |                     |                |                   |
| 41-OTHER FINANCING                                                   |               | <u>1,182,094.00</u> | <u>102,966.23</u> | <u>1,017,474.48</u> | <u>86.07</u>   | <u>164,619.52</u> |
| TOTAL REVENUES                                                       |               | 1,182,094.00        | 102,966.23        | 1,017,474.48        | 86.07          | 164,619.52        |
| <u>EXPENDITURE SUMMARY</u>                                           |               |                     |                   |                     |                |                   |
| WASTEWATER                                                           |               | <u>1,333,737.00</u> | <u>62,977.19</u>  | <u>951,670.50</u>   | <u>71.35</u>   | <u>382,066.50</u> |
| TOTAL EXPENDITURES                                                   |               | 1,333,737.00        | 62,977.19         | 951,670.50          | 71.35          | 382,066.50        |
| REVENUES OVER/(UNDER) EXPENDITURES                                   | ( 151,643.00) | 39,989.04           | 65,803.98         | 43.39-              | ( 217,446.98)  |                   |
| <u>=====</u>                                                         |               |                     |                   |                     |                |                   |
| OTHER SOURCES (USES)                                                 |               | <u>0.00</u>         | <u>0.00</u>       | <u>21.50</u>        | <u>0.00</u>    | <u>( 21.50)</u>   |
| REVENUES & OTHER SOURCES OVER<br>(UNDER) EXPENDITURES & OTHER (USES) | ( 151,643.00) | 39,989.04           | 65,825.48         | 43.41-              | ( 217,468.48)  |                   |
| <u>=====</u>                                                         |               |                     |                   |                     |                |                   |



**City of Lamesa**  
**Balance Sheet Summary**  
**As of : July 31st, 2023**

**General Fund (1)**

|             |    |              |
|-------------|----|--------------|
| Assets      | \$ | 4,866,852.39 |
| Liabilities | \$ | 973,728.77   |

**Water Fund (2)**

|             |    |               |
|-------------|----|---------------|
| Assets      | \$ | 17,651,772.19 |
| Liabilities | \$ | 6,257,637.90  |

**Solid Waste Fund (3)**

|             |    |              |
|-------------|----|--------------|
| Assets      | \$ | 7,698,718.24 |
| Liabilities | \$ | 4,927,417.67 |

**Golf Course Fund (18)**

|             |    |            |
|-------------|----|------------|
| Assets      | \$ | 168,217.86 |
| Liabilities | \$ | 197,710.68 |

**Wastewater & Collection (20)**

|             |    |              |
|-------------|----|--------------|
| Assets      | \$ | 3,534,651.74 |
| Liabilities | \$ | 5,240,276.23 |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

01 -GENERAL FUND

| ACCOUNT # | ACCOUNT DESCRIPTION            | BALANCE       |
|-----------|--------------------------------|---------------|
| ASSETS    |                                |               |
| *****     |                                |               |
| 01-1001   | CASH IN BANK                   | 453,047.36    |
| 01-1002   | PETTY CASH                     | 0.00          |
| 01-1003   | RETURNED CHECKS                | 5,559.77      |
| 01-1004   | TAXES RECEIVABLE-DELIQUENT     | 341,960.01    |
| 01-1005   | TAXES RECEIVABLE CURRENT       | 74,644.74     |
| 01-1006   | PROV. FOR UNCOLLECT TAXES      | ( 273,080.33) |
| 01-1007   | MISC ACCT. RECEIVABLE          | 451.00        |
| 01-1008   | PROV. UNCOLLEC. ACCT/REC       | ( 184.11)     |
| 01-1009   | PAVING LEIN RECEIVABLE         | ( 206,513.13) |
| 01-1010   | UNCOLLECTABLE PAVING LEIN      | 184,786.31    |
| 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         | 422.50        |
| 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       | 2,151,185.63  |
| 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           | 9,954.37      |
| 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  | 466,359.59    |
| 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          |
| 01-1039   | US TREASURY BILLS (LNB)        | 1,480,087.35  |
| 01-1040   | TAN I&S RESERVE                | 0.00          |
| 01-1041   | LAMESA ANIMAL SHELTER          | 25,213.61     |
| 01-1044   | CIP - F PARK LIGHT PROJECT     | 0.25          |
| 01-1045   | CITY OF LAMESA - CFS FESTIVAL  | 4,869.11      |
| 01-1046   | CRIME LINE                     | 2,706.67      |
| 01-1047   | PD SEIZURE FUND                | 10,805.53     |
| 01-1050   | DUE TO/FROM RISK MGMT & SAFE   | 0.00          |
| 01-1055   | DUE FROM INVESTMENT FUND       | 0.00          |
| 01-1056   | DUE FROM TEXstar POOL          | 2,259.54      |
| 01-1060   | DUE FROM ECONOMIC DEVELO       | 36,467.73     |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

## 01 -GENERAL FUND

| ACCOUNT # | ACCOUNT DESCRIPTION            | BALANCE             |
|-----------|--------------------------------|---------------------|
| 01-1061   | DUE FROM BUILDING SECURITY     | 0.00                |
| 01-1062   | DUE FROM PEG FUND              | 0.00                |
| 01-1063   | DUE FROM POLICE DONATION FUND  | 0.00                |
| 01-1064   | DUE FROM TECHNOLOGY FUND       | 0.00                |
| 01-1065   | DUE FROM ECONOMIC DEV./AUDITOR | ( 13,792.01)        |
| 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                  | <u>878.62</u>       |
|           |                                | <u>4,866,852.39</u> |

TOTAL ASSETS

4,866,852.39

## LIABILITIES

|         |                                |            |
|---------|--------------------------------|------------|
| 01-2012 | DUE TO GRANT FUNDS (17)        | 0.00       |
| 01-2013 | PAVING LIEN REFUND PAYABLE     | 0.00       |
| 01-2014 | SALES TAX PAYABLE              | 13,638.14  |
| 01-2015 | VOUCHERS PAYABLE               | 622,838.94 |
| 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          | ( 644.00)  |
| 01-2035 | TRANS. FROM DEVELOP. FUND      | 0.00       |
| 01-2036 | TEEN COURT ADMIN FEE           | 430.00     |
| 01-2037 | DUE TO RISK MGT & SAFETY       | 0.00       |
| 01-2038 | DUE TO/FROM WATER FUND         | 0.00       |
| 01-2039 | WARRANTS PAYABLE               | 0.00       |
| 01-2040 | UNITED FUND                    | 0.00       |
| 01-2041 | SALES TX DUE TO LEDC -TX COMPT | 77,726.59  |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

01 -GENERAL FUND

| ACCOUNT #         | ACCOUNT DESCRIPTION            | BALANCE           |
|-------------------|--------------------------------|-------------------|
| 01-2042           | DUE TO LEAP -SALES TAX         | 77,726.59         |
| 01-2043           | TMRS EMPLOYEE BACK PAY         | 886.49            |
| 01-2044           | FLEX SPENDING ACCT. (FSA)      | 952.23            |
| 01-2045           | PROV. FOR COMP.ABSENCES        | ( 0.13)           |
| 01-2046           | 2022 TAX NOTES                 | 0.00              |
| 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               | 605.80            |
| 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             | 2,576.86          |
| 01-2075           | EMPLOYEE REIMB. SICK LEAVE     | 0.00              |
| 01-2080           | DEFERRED REVENUE-PAVING        | 0.00              |
| 01-2081           | DEFERRED REVENUE-TAXES         | 143,524.44        |
| 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                  | 1,336.15          |
| 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                 | 567.63            |
| 01-2091           | DEFERRED REV.-L.I.S.D. BUYMONE | 1,286.50          |
| 01-2092           | AIR MED CARE                   | 185.00            |
| 01-2093           | DEFERRED REV./ANIMAL SHELTER   | 0.00              |
| 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 | ( 21,726.82)      |
| 01-2099           | JAE FITNESS PAYABLE            | ( 745.03)         |
| 01-2150           | ACCRUED PAYABLES               | 0.00              |
| 01-2160           | ACCRUED PAYROLL LIABILITY      | 41,742.80         |
| 01-2170           | NATIONWIDE - PRE-TAX           | 0.00              |
| 01-2175           | NATIONWIDE - POST TAX          | 0.00              |
| 01-2999           | PROFIT & LOSS                  | <u>0.00</u>       |
| TOTAL LIABILITIES |                                | <u>973,728.77</u> |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

01 -GENERAL FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE |
|-----------|---------------------|---------|
|-----------|---------------------|---------|

---

EQUITY

|         |                             |              |
|---------|-----------------------------|--------------|
| 01-3001 | FUND BALANCE                | 4,085,300.71 |
| 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              | <u>0.00</u>  |
|         | TOTAL BEGINNING EQUITY      | 4,085,300.71 |

|               |              |
|---------------|--------------|
| TOTAL REVENUE | 3,873,867.76 |
|---------------|--------------|

|                |                     |
|----------------|---------------------|
| TOTAL EXPENSES | <u>4,066,044.85</u> |
|----------------|---------------------|

|                                     |               |
|-------------------------------------|---------------|
| TOTAL REVENUE OVER/(UNDER) EXPENSES | ( 192,177.09) |
|-------------------------------------|---------------|

|                                       |                     |
|---------------------------------------|---------------------|
| TOTAL EQUITY & REV. OVER/(UNDER) EXP. | <u>3,893,123.62</u> |
|---------------------------------------|---------------------|

|                                                   |              |
|---------------------------------------------------|--------------|
| TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | 4,866,852.39 |
|---------------------------------------------------|--------------|

---

## BALANCE SHEET

AS OF: JULY 31ST, 2023

02 -WATER &amp; WASTEWATER ENTER.

| ACCOUNT #     | ACCOUNT DESCRIPTION            | BALANCE          |
|---------------|--------------------------------|------------------|
| <b>ASSETS</b> |                                |                  |
| =====         |                                |                  |
| 02-1001       | CASH IN BANK                   | 230,178.66       |
| 02-1002       | CASH IN DRAWER                 | 0.00             |
| 02-1003       | DUE FROM INVESTMENTS/WATER DEP | 31,720.24        |
| 02-1004       | CAPITAL EQUIPMENT RESERVE      | 2,042,793.81     |
| 02-1005       | W.S.G. CHGS. RECEIVABLE        | 234,916.92       |
| 02-10051      | REFUNDS PAYABLE                | 2,571.36         |
| 02-10052      | UTILITY A/R SUSPENSE           | 0.00             |
| 02-10053      | UNAPPLIED US REVENUE           | ( 35,156.17)     |
| 02-10054      | US GL RECON REPORT             | 0.00             |
| 02-10059      | UNBILLED REVENUE RECEIVABLE    | 257,344.45       |
| 02-1006       | PROV.FOR UNCOLLECT. ACCTS      | ( 46,624.99)     |
| 02-1007       | INVENTORY SUPPLIES             | 269,278.95       |
| 02-1008       | WW. TRMT PLNT .RES.INVESTMENTS | 98,624.70        |
| 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         | 10,371,249.12    |
| 02-1015       | BUILDINGS                      | 223,349.78       |
| 02-1016       | WELLS & WELL HOUSES            | 0.00             |
| 02-1017       | BOOSTER STAT. AND STORAGE      | 368,793.00       |
| 02-1018       | WATER LINES, VALVES & FITT     | 256,996.50       |
| 02-1019       | WATER TAPS AND METERS          | 6,816,494.00     |
| 02-1020       | AUTOMOTIVE & MISC.EQUIP.       | 2,694,934.57     |
| 02-1021       | FIRE HYDRANTS                  | 0.00             |
| 02-1022       | WATER SYST. DEPRECIATION       | ( 15,438,171.15) |
| 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                  | 789,849.58       |
| 02-1031       | ACCOUNTS REC. - TRRA           | 0.00             |
| 02-1032       | 06 TAN ISSUANCE COSTS          | 0.00             |
| 02-1033       | 06 TAN AMORTIZATION            | 24,399.00        |
| 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  | 19,522.11        |
| 02-1037       | DUE TO INV. - WELLS & TOWER    | 421,098.80       |
| 02-1038       | DUE FROM TEXSTAR POOL          | 383,961.25       |
| 02-1039       | WATER TREATMENT PLANT          | 0.00             |
| 02-1040       | WW TRMT PLANT RES.             | 0.00             |
| 02-1041       | USDA WATER IMPROVEMENT GRNT.   | 0.00             |
| 02-1042       | US TREASURY BILLS (LNB)        | 493,157.04       |
| 02-1050       | CASH IN BANK-TRMT PLANT        | 0.00             |
| 02-1051       | UITILITY SYSTEM & REPLACEMENT  | 28,192.36        |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

02 -WATER &amp; WASTEWATER ENTER.

| ACCOUNT #    | ACCOUNT DESCRIPTION            | BALANCE              |
|--------------|--------------------------------|----------------------|
| 02-1060      | CIP - NEW WATER WELL PROJECT   | ( 0.71)              |
| 02-1065      | CIP - LUBBOCK HWY LIFTSTATION  | 0.16                 |
| 02-1070      | CIP - ELEVATED STORAGE TANK    | 0.24                 |
| 02-1075      | CIP - WATER MAIN IMP, HWY 87   | ( 0.48)              |
| 02-1076      | CIP - USDA WATER IMP. PROJECT  | 12,837.41            |
| 02-1080      | NET PENSION ASSET (LIABILITY)  | 236,588.06           |
| 02-1081      | DEFERRED OUTFLOW-PENSION CONTR | 22,867.83            |
| 02-1082      | DEFERRED OUTFLOW-PENSION INV E | 109,380.32           |
| 02-1083      | L.E.D.C. PRISON TOWER REC.     | <u>0.00</u>          |
|              |                                | <u>17,651,772.19</u> |
| TOTAL ASSETS |                                | <u>17,651,772.19</u> |

## 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          | 3,654.45     |
| 02-2027 | UNDEPOSITED METER DEPOSIT      | 0.00         |
| 02-2028 | WATER DEPOSITS                 | 301,944.00   |
| 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      | 27,835.15    |
| 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 | 1,383,161.07 |
| 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         |



## BALANCE SHEET

AS OF: JULY 31ST, 2023

02 -WATER &amp; WASTEWATER ENTER.

| ACCOUNT # | ACCOUNT DESCRIPTION            | BALANCE       |
|-----------|--------------------------------|---------------|
| 02-2060   | AFLAC PRE-TAX                  | 0.00          |
| 02-2061   | DUE TO/FROM GOLF COURSE FUND   | 0.00          |
| 02-2070   | GROUP INS. PRE-TAX             | 0.00          |
| 02-2085   | AFLAC PRE-TAX                  | 0.00          |
| 02-2090   | AFLAC POST TAX                 | 0.00          |
| 02-2095   | VISION INS. PAYABLE            | 0.42          |
| 02-2097   | 2023 TAX NOTE (VAC-TRUCK)      | 0.00          |
| 02-2160   | ACCRUED PAYROLL LIABILITY      | 8,514.53      |
| 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          |
| 02-2907   | 2023 TAX NOTE (VAC -TRUCK)     | 277,048.50    |
| 02-2909   | TAX NOTE 2013 - ST             | 0.00          |
| 02-2910   | TAX NOTE 2013 L-T              | 0.00          |
| 02-2911   | CURRENT PORTION COMP ABSE      | ( 234.20)     |
| 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 | 834,251.00    |
| 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   | 165,858.00    |
| 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    | 487,558.00    |
| 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            | 308,951.00    |
| 02-2944   | 2014 PREMIUM (2006)            | 45,680.00     |
| 02-2945   | 2017 BACKHOE LOADER LT         | 1,162.37      |
| 02-2946   | 2017 BACKHOE LOADER ST         | 17,480.00     |
| 02-2947   | CHEVROLET SILVERADO CL         | 15,244.40     |
| 02-2948   | 2022 TAX NOTES (9842)          | 0.00          |
| 02-2950   | DEFERRED OUTFLOW-PENSION       | 238,964.82    |
| 02-2999   | PROFIT & LOSS                  | <u>0.00</u>   |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

02 -WATER &amp; WASTEWATER ENTER.

| ACCOUNT #                                         | ACCOUNT DESCRIPTION           | BALANCE              |
|---------------------------------------------------|-------------------------------|----------------------|
| TOTAL LIABILITIES                                 |                               | <u>6,257,637.90</u>  |
| EQUITY                                            |                               |                      |
| =====                                             |                               |                      |
| 02-3001                                           | FUND BALANCE                  | 11,242,304.80        |
| 02-3002                                           | RESERVE-UTILITY SYSTEM IMPROV | 0.00                 |
| 02-3010                                           | C.O. INTEREST                 | 0.00                 |
| 02-3012                                           | TAN INTEREST                  | <u>0.00</u>          |
| TOTAL BEGINNING EQUITY                            |                               | 11,242,304.80        |
| TOTAL REVENUE                                     |                               | 3,298,459.66         |
| TOTAL EXPENSES                                    |                               | <u>3,146,630.17</u>  |
| TOTAL REVENUE OVER/(UNDER) EXPENSES               |                               | 151,829.49           |
| TOTAL EQUITY & REV. OVER/(UNDER) EXP.             |                               | <u>11,394,134.29</u> |
| TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. |                               | 17,651,772.19        |
|                                                   |                               | =====                |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

03 -SOLID WASTE ENTERPRISE

| ACCOUNT #     | ACCOUNT DESCRIPTION            | BALANCE          |
|---------------|--------------------------------|------------------|
| <b>ASSETS</b> |                                |                  |
| <b>=====</b>  |                                |                  |
| 03-1001       | CASH IN BANK                   | 1,181,187.21     |
| 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  | 127,771.80       |
| 03-1009       | DUE FROM TEX-STAR POOL         | 383,961.26       |
| 03-1010       | UNAMORTIZED TAN ISSUE COSTS    | 0.00             |
| 03-1011       | GARBAGE CHG. RECEIVABLE        | 166,116.39       |
| 03-1012       | UNCOLLECTIBLE GARB.CHGS.       | ( 44,555.06)     |
| 03-1013       | GRANT PROCEEDS RECEIVABLE      | 0.00             |
| 03-1014       | LAND                           | 143,957.00       |
| 03-1015       | BUILDINGS                      | 2,404,652.61     |
| 03-1019       | AUTOMOTIVE & MISC.EQUIP.       | 6,849,341.93     |
| 03-1020       | DUE FROM INVESTMENT FUND       | 0.00             |
| 03-1021       | CAPITAL EQUIPMENT RESERVE      | 318,316.54       |
| 03-1022       | POST CLOSURE RESERVE           | 668,615.00       |
| 03-1023       | ENVIROMENTAL OPER CENTER RES   | 0.00             |
| 03-1024       | RESERVE FOR TAN I&S            | 0.00             |
| 03-1025       | TREASURY BILLS (LANDFILL CO'S) | 246,951.98       |
| 03-1026       | LANDFILL - CD'S (LNB)          | 2,300,000.00     |
| 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       | ( 7,493,640.96)  |
| 03-1080       | NET PENSION ASSET (LIABILITY)  | 170,683.23       |
| 03-1081       | DEFERRED OUTFLOW-PENSION CONTR | 16,497.69        |
| 03-1082       | DEFERRED OUTFLOW-PENSION INV   | <u>78,910.94</u> |

7,698,718.24

TOTAL ASSETS

7,698,718.24

=====

## LIABILITIES

|              |                             |              |
|--------------|-----------------------------|--------------|
| <b>=====</b> |                             |              |
| 03-2010      | DUE TO/FROM GENERAL FUND    | 0.00         |
| 03-2013      |                             | 0.00         |
| 03-2018      | CO'S PAYABLE (LANDFILL)     | 2,750,000.00 |
| 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   | 1,010.56     |
| 03-2045      | PROV-COMPENSATED ABSENCE    | 20,570.44    |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

03 -SOLID WASTE ENTERPRISE

| ACCOUNT #         | ACCOUNT DESCRIPTION            | BALANCE             |
|-------------------|--------------------------------|---------------------|
| 03-2049           | 1992 C.O. DEBT NON-CURRENT     | 0.00                |
| 03-2050           | N/P - CATEPILLAR (DOZER)       | ( 0.25)             |
| 03-2051           | EST.LIAB.LANDFILL CLOSURE      | 661,091.56          |
| 03-2052           | OUTSOURCE LEASE-MAD VAC S-T    | 0.00                |
| 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      | 8,579.17            |
| 03-2165           | N/P MACK TRUCK W/ SIDELOAD -LT | 127,675.00          |
| 03-2166           | N/P MACK TRUCK W/ SIDELOAD -ST | ( 82,273.00)        |
| 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   | 65,887.00           |
| 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      | ( 0.42)             |
| 03-2914           | TAX NOTE COMPACTOR 2019 - LT   | 381,125.37          |
| 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                | 126,437.27          |
| 03-2920           | MOTOR GRADER LEASE - ST        | 16,546.00           |
| 03-2921           | COMPACTOR 2020 - L-T           | 588,006.54          |
| 03-2922           | COMPACTOR 2020 - S-T           | 0.00                |
| 03-2924           | TAX NOT 19 SCRAPER 2019 - S-T  | 200.00              |
| 03-2925           | 2022 TAX NOTES (9842)          | 0.00                |
| 03-2950           | DEFERRED INFLOW-PENSION        | <u>172,397.91</u>   |
| TOTAL LIABILITIES |                                | <u>4,927,417.67</u> |

## BALANCE SHEET

AS OF: JULY 31ST, 2023

03 -SOLID WASTE ENTERPRISE

| ACCOUNT # | ACCOUNT DESCRIPTION                               | BALANCE             |
|-----------|---------------------------------------------------|---------------------|
| EQUITY    |                                                   |                     |
| <hr/>     |                                                   |                     |
| 03-3001   | FUND BALANCE                                      | 2,162,328.14        |
| 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                                      | <u>0.00</u>         |
|           | TOTAL BEGINNING EQUITY                            | 2,269,556.32        |
|           |                                                   |                     |
|           | TOTAL REVENUE                                     | 2,082,357.23        |
|           | TOTAL EXPENSES                                    | <u>1,580,612.98</u> |
|           | TOTAL REVENUE OVER/(UNDER) EXPENSES               | 501,744.25          |
|           |                                                   |                     |
|           | TOTAL EQUITY & REV. OVER/(UNDER) EXP.             | <u>2,771,300.57</u> |
|           |                                                   |                     |
|           | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | 7,698,718.24        |
| <hr/>     |                                                   |                     |

18 -MUNICIPAL GOLF COURSE

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE |
|-----------|---------------------|---------|
|-----------|---------------------|---------|

## ASSETS

|         |                                |                   |
|---------|--------------------------------|-------------------|
| 18-1001 | CASH                           | ( 65,838.22)      |
| 18-1002 | MEMORIAL FUND                  | 14,888.88         |
| 18-1005 | GOLF FEES RECEIVABLE           | 52,479.20         |
| 18-1006 | ALLOWANCE FOR BAD DEBTS        | ( 43,555.45)      |
| 18-1020 | LAND IMPROVEMENTS              | 79,362.32         |
| 18-1021 | EQUIPMENT                      | 336,530.53        |
| 18-1022 | DEPRECIATION                   | ( 295,980.51)     |
| 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)  | 41,499.45         |
| 18-1081 | DEFERRED OUTFLOW-PENSION CONTR | 4,011.20          |
| 18-1082 | DEFERRED OUTFLOW-PENSION INV.  | <u>19,186.19</u>  |
|         |                                | <u>168,217.86</u> |

TOTAL ASSETS

168,217.86

## 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       | 6,263.47          |
| 18-2045 | COMP. ABSENCES - LONG TERM     | 7,616.53          |
| 18-2160 | ACCRUED PAYROLL LIABILITY      | 2,202.01          |
| 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        | ( 24,030.52)      |
| 18-2906 | RANGE BALL SERVER- LT PORTION  | ( 26,486.16)      |
| 18-2907 | TORO MOWER LT                  | 32,576.00         |
| 18-2950 | DEFERRED INFLOW-PENSION        | <u>41,916.35</u>  |
|         |                                | <u>197,710.68</u> |

TOTAL LIABILITIES

## EQUITY

|         |                        |                  |
|---------|------------------------|------------------|
| 18-3001 | FUND BALANCE           | <u>24,784.63</u> |
|         | TOTAL BEGINNING EQUITY | 24,784.63        |

|                                     |                   |
|-------------------------------------|-------------------|
| TOTAL REVENUE                       | 169,531.17        |
| TOTAL EXPENSES                      | <u>223,808.62</u> |
| TOTAL REVENUE OVER/(UNDER) EXPENSES | ( 54,277.45)      |

TOTAL EQUITY &amp; REV. OVER/(UNDER) EXP. ( 29,492.82)

TOTAL LIABILITIES, EQUITY &amp; REV.OVER/(UNDER) EXP.

168,217.86

## BALANCE SHEET

AS OF: JULY 31ST, 2023

## 20 -WASTEWATER FUND

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE |
|-----------|---------------------|---------|
|-----------|---------------------|---------|

## ASSETS

|          |                                |                     |
|----------|--------------------------------|---------------------|
| 20-1001  | CASH                           | 791,935.60          |
| 20-10059 | UNBILLED REVENUE RECEIVABLE    | 89,753.99           |
| 20-1006  | ALLOWANCE FOR BAD DEBTS        | ( 19,436.45)        |
| 20-1009  | DUE FROM TEX-STAR POOL         | 383,961.27          |
| 20-1010  | SEWER CHARGES RECEIVABLE       | 76,626.45           |
| 20-1020  | DUE FROM INVESTMENT FUND       | 984,363.35          |
| 20-1021  | LAND                           | 95,540.50           |
| 20-1025  | SEWER PLANT/LIFT STATIONS      | 102,084.40          |
| 20-1035  | CIP - LIFTSTATION              | 573,224.20          |
| 20-1040  | AUTOMOTIVE & MISC. EQUIP.      | 277,048.50          |
| 20-1080  | NET PENSION ASSET (LIABILITY)  | 66,110.79           |
| 20-1081  | DEFERRED OUTFLOW PENSION CONTR | 6,390.05            |
| 20-1082  | DEFERRED OUTFLOW PENSION INV.  | 30,564.60           |
| 20-1980  | DEFERRED OUTFLOW/2019 REF BOND | <u>76,484.49</u>    |
|          |                                | <u>3,534,651.74</u> |

TOTAL ASSETS

3,534,651.74

## LIABILITIES

|         |                                |                     |
|---------|--------------------------------|---------------------|
| 20-2010 | DUE TO GENERAL FUND            | 0.00                |
| 20-2020 | DUE FROM WASTEWATER FUND       | 0.00                |
| 20-2044 | COMP. ABSENCES - CURRENT       | 3,575.00            |
| 20-2045 | COMP. ABSENCES - LONG TERM     | 10,725.00           |
| 20-2050 | 2022 TAX NOTES (9842)          | 0.00                |
| 20-2052 | 2023 TAX NOTE - VAC TRUCK      | 277,048.50          |
| 20-2054 | BOND PAYABLE - USDA            | 0.00                |
| 20-2094 | ACCRUED INT. LONG TRM DEBT     | 44,495.00           |
| 20-2160 | ACCRUED PAYROLL LIABILITY      | 1,995.46            |
| 20-2901 | CURRENT PORTION - USDA         | 0.00                |
| 20-2916 | TAX NT 2019 LIFT STATION - L-T | 808,579.00          |
| 20-2917 | TAX NT 19 LIFT STATION - S-T   | ( 128,356.80)       |
| 20-2918 | 2019 REFUNDING BONDS           | 3,825,000.00        |
| 20-2950 | DEFERRED INFLOW- PENSION       | 66,774.94           |
| 20-2980 | BOND ISSUANCE PREM.2019 REF BO | <u>330,440.13</u>   |
|         | TOTAL LIABILITIES              | <u>5,240,276.23</u> |

## EQUITY

|         |                        |                         |
|---------|------------------------|-------------------------|
| 20-3001 | FUND BALANCE           | ( <u>1,784,060.88</u> ) |
|         | TOTAL BEGINNING EQUITY | ( 1,784,060.88)         |

|                                     |                   |
|-------------------------------------|-------------------|
| TOTAL REVENUE                       | 1,030,085.39      |
| TOTAL EXPENSES                      | <u>951,649.00</u> |
| TOTAL REVENUE OVER/(UNDER) EXPENSES | 78,436.39         |

TOTAL EQUITY & REV. OVER/(UNDER) EXP. ( 1,705,624.49)

TOTAL LIABILITIES, EQUITY &amp; REV.OVER/(UNDER) EXP.

3,534,651.74

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM:17**

---

**SUBJECT: INVESTMENT REPORT**

**SUBMITTED BY: Finance Director**

**EXHIBITS: Report**

### **SUMMARY STATEMENT**

Finance Director to report on the city's investments for the third quarter of FY 2022-2023.

### **COUNCIL ACTION**

No City Council action required.



# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM: 18**

---

**SUBJECT: CITY MANAGER REPORT**  
**SUBMITTED BY: City Manager**

## **SUMMARY STATEMENT**

## **COUNCIL ACTION**

No City Council action required.

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM: 19**

---

**SUBJECT: MAYOR'S REPORT**

**SUBMITTED BY: Mayor**

### **SUMMARY STATEMENT**

Mayor to report on future events.

### **COUNCIL ACTION**

No City Council action required.

# ***City Council Agenda***

## ***City of Lamesa, Texas***

**DATE OF MEETING: AUGUST 15, 2023**

**AGENDA ITEM: 20**

---

**ADJOURNMENT:** Announcement by the Mayor - "The next regularly scheduled meetings of the City Council of the City of Lamesa will be **August 17th, 2023**, at 5:30 P.M."