



CITY COUNCIL AGENDA


NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A SPECIAL CALLED MEETING AT 5:30 P.M. ON THURSDAY, JANUARY 28, 2016, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

1. **CALL TO ORDER:**
2. **APPROVE AMENDMENT TO TAX ABATEMENT AGREEMENT WITH BNB LAMESA SOLAR LLC:** A resolution of the City Council of the City of Lamesa, Texas, amending the Tax Abatement Agreement with BNB LAMESA SOLAR LLC passed by resolution on October 20, 2015 for tax abatement for property in the Lamesa Solar Reinvestment Zone and authorizing the Mayor of the City of Lamesa, Texas to execute the amendment on behalf of the City.
3. **CANADIAN RIVER MUNICIPAL WATER AUTHORITY WATER MAIN REPAIRS AND POTENTIAL EMERGENCY WATER OFFER FROM THE CITY OF LUBBOCK:** Discussion and possible action regarding the potential of an Emergency Water Offer from the City of Lubbock to assist all of the southern CRMWA cities with water supply during CRMWA planned outage for major repairs.
4. **ADJOURNMENT:**

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: Norma Garcia 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 amended agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at 5:00 p.m., January 25th, 2016 in accordance with Chapter 551.041 of the Government Code.

Shawna D. Burkhart, City Manager for Norma Garcia, City Secretary



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEMS: 1

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

The following members are present:

DAVE NIX	Mayor
JOSH STEVENS	Council Member – District 1
MARIE A. BRISENO	Mayor Pro-tem/Council Member – District 2
FABIAN RUBIO	Council Member – District 3
BOBBY G. GONZALES	Council Member - District 4
FRED VERA	Council Member – District 5
CHANCE BRITT	Council Member – District 6

City Staff members present at the meeting:

SHAWNA D. BURKHART	City Manager
NORMA GARCIA	City Secretary
RUSSELL CASSELBERRY	Attorney

Members of the press present at the meeting:

Members of the public present at the meeting:

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEM: 2

SUBJECT: APPROVE AMENDMENT TO TAX ABATEMENT AGREEMENT WITH BNB LAMESA SOLAR LLC
PROCEEDING: Resolution
SUBMITTED BY: City Attorney
EXHIBITS: Proposed Resolution and attached Amendment, and Adopted Tax Abatement Agreement date October 20, 2015
AUTHORITY: Texas Tax Code, Chapter 312

SUMMARY STATEMENT

A resolution of the City Council of the City of Lamesa, Texas, amending the Tax Abatement Agreement with BNB LAMESA SOLAR LLC passed by resolution on October 20, 2015 for tax abatement for property in the Lamesa Solar Reinvestment Zone and authorizing the Mayor of the City of Lamesa, Texas to execute the amendment on behalf of the City.

COUNCIL ACTION

DISCUSSION

Motion by Council Member _____ to consider amending the Tax Abatement Agreement with BNB LAMESA SOLAR LLC passed by resolution on October 20, 2015 for tax abatement for property in the Lamesa Solar Reinvestment Zone and authorizing the Mayor of the City of Lamesa, Texas to execute the amendment on behalf of the City.

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

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AMENDING THE TAX ABATEMENT AGREEMENT WITH BNB LAMESA SOLAR LLC PASSED BY RESOLUTION ON OCTOBER 20, 2015 FOR TAX ABATEMENT FOR PROPERTY IN THE LAMESA SOLAR REINVESTMENT ZONE AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

On this the 28th day of January, 2016, 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; (Texas Government Code Chapter 551); 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 has by resolution passed on September 15th, 2015 and amended on October 20th, 2015, authorized a tax abatement agreement with BNB Lamesa Solar LLC; and

WHEREAS, BNB Lamesa Solar LLC has requested a non-substantive change in the tax abatement agreement; and

WHEREAS, the City of Lamesa finds that it is in the best interest of the City and its citizens that the City of Lamesa to amend such Tax Abatement Agreement.

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

That the City of Lamesa amend the Tax Abatement Agreement with BNB Lamesa Solar LLC for tax abatement for property located within the Lamesa Solar Reinvestment Zone by executing the amendment attached to this resolution. That the Mayor of the City of Lamesa be, and he is hereby, authorized to execute such Amendment on behalf of the City of Lamesa.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 28th day of January, 2016, by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas, and recorded in the resolution book thereafter.

ATTEST:

Norma Garcia, City Secretary

APPROVED:

Dave Nix, Mayor

**AMENDMENT TO
Tax Abatement Agreement Between City of
Lamesa, Texas, and BNB Lamesa Solar LLC**

State of Texas)

)

County of Dawson)

This Amendment to Tax Abatement Agreement (“the Amendment”) provides limited amendments to that certain Tax Abatement Agreement previously entered into by and between the City of Lamesa, Texas, (“City”) as authorized by the City Council of the City of Lamesa, Texas, on the 20th day of October, 2015, and by the Owner on the 2nd day of November 2015, acting through its duly authorized officers, and BNB Lamesa Solar LLC (“Owner”) (the “Tax Abatement Agreement”).

I. Authorization

This Amendment is authorized by the City Council of the City of Lamesa, Texas, acting generally under Chapter 312 of the Texas Tax Code, as amended and under the City of Lamesa Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones (the “Guidelines”).

II. Limited Amendment

Except as expressly set forth herein, the provisions of Tax Abatement Agreement remains unchanged and in full force and effect. All terms used in this Amendment shall have the meanings attributed thereto in the Tax Abatement Agreement.

III. Restatement of Article XVI of the Tax Abatement Agreement

The final sentence of Article XVI of the Tax Abatement Agreement was erroneously included and is hereby deleted so that the body of Article XVI shall now correctly read in its entirety as follows:

“This Agreement shall become effective on January 1st of the Calendar Year immediately following the Calendar Year in which the Owner provides the Certificate to the City. At Owner’s option, however, this Agreement shall become effective on January 1st of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Site commences (the “1st Abatement Year”). Exercise of said option by Owner shall only be effective if Owner delivers a written option exercise notice to the City before January 31st of the 1st Abatement Year. At any time after delivery of said notice, the City may inspect the property within the Reinvestment Zone to determine that the value of the Improvements that are in place and subject to abatement pursuant to this Agreement.”

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the City as authorized by the City Council of the City of Lamesa, Texas, on the ____ day of _____, 2016, and by the Owner on the ____ day of _____, 2016.

ATTEST/SEAL:

CITY OF LAMESA, TEXAS

By: _____
Dave Nix, Mayor

BNB LAMESA SOLAR LLC
a Delaware limited liability company

By: RES America Developments Inc.
its Manager

By: _____
Name: _____
Title: _____

Tax Abatement Agreement Between City of Lamesa, Texas, and BNB Lamesa Solar LLC

State of Texas)

)

County of Dawson)

This Tax Abatement Agreement (“the Agreement”) is made and entered into by and between the City of Lamesa, Texas, (“City”), acting through its duly authorized officers, and BNB Lamesa Solar LLC (“Owner”), owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising the Lamesa Solar Reinvestment Zone and specifically described in Exhibit A to this Agreement, and becomes effective as set forth in Section XVII hereof.

I. Authorization

This Agreement is authorized by the City Council of the City of Lamesa, Texas, acting generally under Chapter 312 of the Texas Tax Code, as amended and under the City of Lamesa Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones (the “Guidelines”).

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

A. “Abatement” means the full or partial exemption from all City ad valorem taxes on property in a Reinvestment Zone.

B. “Calendar Year” means each year beginning on January 1 and ending on December 31.

C. “Certificate” means a letter, provided by Owner to the City, certifying that Owner has completed construction of the solar power project described herein, outlining the Improvements included in the project, and stating the overall Solar Module Nameplate Capacity of the project. Upon receipt of a Certificate, the City may inspect the property within the Reinvestment Zone in accordance with this Agreement to determine that the Improvements are in place as certified.

D. “Certified Appraised Value” means the appraised value, for property tax purposes, of the property within the Reinvestment Zone as certified by the Dawson County Appraisal District for each taxable year.

E. “Eligible Property” means property eligible for Abatement under the Guidelines, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal

property permitted by Chapter 312 of the Texas Tax Code and the Guidelines. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.

F. "Improvements" means Eligible Property meeting the definition for Improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected or affixed to the land.

G. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.

H. "Reinvestment Zone" means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by the City Council of the City of Lamesa by Ordinance No. O-03-15 duly passed by the City Council of the City of Lamesa on January 20, 2015, and on February 17, 2015, and included as Exhibit B to this Agreement.

I. "Site" means all of or the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.

J. "Solar Module Nameplate Capacity" means the total generating capacity measured in Megawatts (AC) stated by the manufacturer for all solar modules to be constructed as Improvements by Owner hereunder.

III. Improvements in Reinvestment Zone

Conditioned upon Owner obtaining successful financing to purchase and operate the Improvements, Owner agrees to make the following Improvements in consideration for the Abatement set forth in Paragraph IV of this Agreement:

A. Owner intends to construct Improvements on the Site consisting of a solar powered electric generation facility consisting of PV panels producing approximately one hundred (100) megawatts AC to two hundred (200) megawatts AC of Solar Module Nameplate Capacity.

B. Improvements also shall include but not be limited to any and all other property in the Reinvestment Zone meeting the definition of Eligible Property that is used to produce solar-generated electricity and perform other functions related to the production, distribution and transmission of electric power. City agrees that the solar modules/panels, racking and mounting structures, inverter boxes, meteorological equipment, roads, electrical collection systems, operations and maintenance facilities, transmission lines, substations, and other related materials affixed to the land are fixtures that will constitute Improvements under this Agreement.

IV. Term and Portion of Tax Abatement; Taxability of Property

A. The City and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the term of the Agreement:

1. Property not eligible for Abatement, if any, shall be fully taxable;
2. The Certified Appraised Value of property existing within the City's taxing jurisdiction and within the Reinvestment Zone prior to execution of this Agreement shall be fully taxable for the full term of this Agreement;
3. 100% of property taxes levied on the Certified Appraised Value of real and personal property located within the City's taxing jurisdiction and within the Reinvestment Zone are payable prior to commencement of the abatement periods designated in Paragraph IV(B) below;
4. 100% of City property taxes on the Certified Appraised Value of Eligible Property shall be abated as provided for by Paragraph IV(B) below; and
5. 100% of the Certified Appraised Value of Eligible Property existing within the City's taxing jurisdiction and within the Reinvestment Zone shall be fully taxable after expiration of the abatement period(s) applicable to that property as designated in Paragraph IV(B).

B. The City and Owner specifically agree and acknowledge that this Agreement shall provide for Abatement, under the conditions set forth herein, of all City ad valorem property taxes as follows:

1. Beginning on the Effective Date and ending upon the conclusion of ten full calendar years thereafter, Abatement is granted as of January 1 of each tax year as follows:
 - a. 100% of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) are abated; and
 - b. 100% of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and brought onto the Reinvestment Zone after this Agreement is executed are abated.
2. The base year value for the proposed Improvements is zero.

C. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation.

This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.

V. Representations

The City and Owner make the following representations:

A. Owner represents and agrees that (i) Owner will have a taxable interest with respect to Improvements to be placed on the property; (ii) consideration of the proposed Improvements will be performed by the Owner and/or their contractors or subcontractors, (iii) Owner's use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, and (iv) all representations made in the Application for Abatement are true and correct to the best of Owner's knowledge.

B. The City represents that (i) the Reinvestment Zone and this Agreement have been created by the City and that the City is authorized to enter into this Agreement and to provide the tax abatement set forth in this Agreement; (iii) that the property within Reinvestment Zone is located within the legal boundaries of the City and (iv) the City has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

VI. Access to and Inspection of the Property by District Employees

A. Owner shall allow the City's employees access to the Improvements for the purposes of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of Paragraph III of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

B. Owner shall, within ninety (90) days preceding each April 15, also certify annually to the City its compliance with this Agreement by providing written testament to the same to the City Manager of the City of Lamesa.

VII. Default, Remedies and Limitation of Liability

A. The City may declare a default if Owner breaches any material term or condition of this Agreement. If the City declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the City may modify the Agreement upon mutual agreement with Owner. If Owner believes that such termination was improper, Owner may file suit for injunctive relief in the proper court challenging such termination and no such termination shall occur until a final non-appealable order or judgment has been obtained confirming such termination. The City shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of "force majeure," "Force majeure" means any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fires, explosions or floods, tornadoes, and strikes.

B. The City shall notify Owner of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Owner shall have sixty (60) days from the date of such notice to cure any default, except that where fulfillment of any obligation requires activity over a period of time, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured. The City shall also provide the same default notice and opportunity to cure to any party providing financing of the Improvements for the benefit of Owner, provided that Owner first provides the City the identity of the party providing such financing, together with the address to which the default notice should be sent.

C. As required by Section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the City shall be entitled to cancel or modify the Agreement and recapture property tax revenue lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure.

D. By and provided that all conditions precedent set forth in this Agreement have been fulfilled, City and Owner have agreed under Chapter 312 of the Texas Tax Code that Owner will make the improvements and take other actions specified in this Agreement in exchange for Abatement from the City on those Improvements. Cancellation or modification of the Agreement and recapture of property taxes, as appropriate, along with any reasonably incurred costs and fees, shall be the City's sole remedy in the event Owner fails to make the specified Improvements or take other action required by this Agreement.

E. Any notice of default under this Agreement shall be sent to Owner in the manner provided for in this Agreement and shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE DISTRICT. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the City or the State of Texas.

IX. Assignment of Agreement

This Agreement may be assigned, in whole or in part, by Owner, including but not limited to collateral assignments of the Agreement to any party providing financing to the Owner or an affiliate of Owner or to a new owner or new lessee provided that the Owner first shall provide written notice of such assignment to the City. Upon such assignment Owner shall remain liable to the City for all outstanding taxes and other obligations accrued under this

Agreement prior to the date of such assignment and the Owner's assignor shall be liable to the City for all outstanding taxes and other obligations accruing after the date of the assignment.

X. Notice

All notices shall be in writing and mailed by certified or registered mail. Any notice or other communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be mailed to the following addresses:

To the Owner: BNB Lamesa Solar LLC
 9050 Capital of Texas Hwy. N, Suite 390
 Attn: Regional Vice President
 Austin, Texas 78759

and

 BNB Lamesa Solar LLC
 11101 W. 120th Ave., Suite 400
 Attn: General Counsel
 Broomfield, Colorado 80021

To the City: City Manager
 City of Lamesa
 601 South 1st Street
 Lamesa, TX 79331

Any party may designate a different address by giving the other party ten (10) days written notice in the manner prescribed above.

A notice of default under this Agreement shall not be considered to have been received unless the City has received written confirmation that the party to whom the notice was addressed or his agent received such notice, including a certificate of receipt from the Post Office or other form of written confirmation.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overbroad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Texas Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Guidelines are deemed amended for purposes of this Agreement only.

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the City and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed by either the Owner or the City in reliance upon any representation or promise except those contained herein.

XVI. Effective Date

This Agreement shall become effective on January 1st of the Calendar Year immediately following the Calendar Year in which the Owner provides the Certificate to the City. At Owner's option, however, this Agreement shall become effective on January 1st of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Site commences (the "1st Abatement Year"). Exercise of said option by Owner shall only be effective if Owner delivers a written option exercise notice to the City before January 31st of the 1st Abatement Year. At any time after delivery of said notice, the City may inspect the property within the Reinvestment Zone to determine that the value of the Improvements that are in place and subject to abatement pursuant to this Agreement. Owner's obligation to make the first payment to the City as set forth in Section IV D above shall likewise accrue during the 1st Abatement Year.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the City as authorized by the City Council of the City of Lamesa, Texas, on the ____ day of _____, 2015, and by the Owner on the ____ day of _____, 2015.

ATTEST/SEAL:

CITY OF LAMESA, TEXAS

By: _____
Dave Nix, Mayor

BNB LAMESA SOLAR LLC
a Delaware limited liability company

By: RES America Developments Inc.
its Manager

By: _____
Name: _____
Title: _____

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEM: 3

SUBJECT: CANADIAN RIVER MUNICIPAL WATER AUTHORITY WATER MAIN REPAIRS AND POTENTIAL EMERGENCY WATER OFFER FROM THE CITY OF LUBBOCK
PROCEEDING: Discussion and Possible Action
SUBMITTED BY: City Staff
EXHIBITS: Handout

SUMMARY STATEMENT

Discussion and possible action regarding the potential of an Emergency Water Offer from the City of Lubbock to assist all of the southern CRMWA cities with water supply during CRMWA planned outage for major repairs.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to _____.

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

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

The background of the page is a light blue gradient. In the upper right corner, there are several faint, overlapping circular shapes that resemble water bubbles or droplets. In the lower left corner, there are more prominent, detailed water bubbles of various sizes, some with highlights and shadows, giving them a three-dimensional appearance.

CRMWA EMERGENCY REPAIRS & POTENTIAL EMERGENCY WATER OFFER FROM THE CITY OF LUBBOCK

JANUARY 28, 2016

POTENTIAL EMERGENCY WATER OFFER FROM CITY OF LUBBOCK

- CRMWA AVERAGE DAILY USAGE 1,100,000 GALLONS PER DAY (1.1 MGD)
- POTENTIAL WATER OFFER FROM COL \$10 PER 1,000 GALLONS
= \$330,000 PER MONTH FOR 1.1MGD PER DAY
- CITY WELL FIELD CAN PROVIDE ONE-THIRD OF THE ESTIMATED 1.1MGD DAY
 - APPROXIMATELY \$220,000 REQUIRED TO PAY LUBBOCK FOR OTHER TWO-THIRDS
 - CITY HAS 3,508 RESIDENTIAL CUSTOMERS
 - CITY HAS 477 COMMERCIAL CUSTOMERS (PRISON IS 20% OF TOTAL COMMERCIAL USAGE)

POTENTIAL EMERGENCY WATER OFFER FROM CITY OF LUBBOCK

- A POSSIBLE ONE-TIME WATER ASSESSMENT:
 - CITY HAS 3,508 RESIDENTIAL CUSTOMERS / \$73,333 (1/3 OF \$220K)
= APPROXIMATELY \$20.90 PER ACCOUNT
 - CITY HAS 477 COMMERCIAL CUSTOMERS / \$146,652 (2/3 OF \$220K)
 - PRISON (20% OF \$146,652) = \$29,330
 - ALL OTHER COMMERCIAL ACCTS (476) / \$117,321
= \$246.47 PER ACCOUNT

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEM: 4

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **February 16th, 2016** at 5:30 P.M."

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEMS: 1

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

The following members are present:

DAVE NIX	Mayor
JOSH STEVENS	Council Member – District 1
MARIE A. BRISENO	Mayor Pro-tem/Council Member – District 2
FABIAN RUBIO	Council Member – District 3
BOBBY G. GONZALES	Council Member - District 4
FRED VERA	Council Member – District 5
CHANCE BRITT	Council Member – District 6

City Staff members present at the meeting:

SHAWNA D. BURKHART	City Manager
NORMA GARCIA	City Secretary
RUSSELL CASSELBERRY	Attorney

Members of the press present at the meeting:

Members of the public present at the meeting:

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEM: 2

SUBJECT: APPROVE AMENDMENT TO TAX ABATEMENT AGREEMENT WITH BNB LAMESA SOLAR LLC
PROCEEDING: Resolution
SUBMITTED BY: City Attorney
EXHIBITS: Proposed Resolution and attached Amendment, and Adopted Tax Abatement Agreement date October 20, 2015
AUTHORITY: Texas Tax Code, Chapter 312

SUMMARY STATEMENT

A resolution of the City Council of the City of Lamesa, Texas, amending the Tax Abatement Agreement with BNB LAMESA SOLAR LLC passed by resolution on October 20, 2015 for tax abatement for property in the Lamesa Solar Reinvestment Zone and authorizing the Mayor of the City of Lamesa, Texas to execute the amendment on behalf of the City.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending the Tax Abatement Agreement with BNB LAMESA SOLAR LLC passed by resolution on October 20, 2015 for tax abatement for property in the Lamesa Solar Reinvestment Zone and authorizing the Mayor of the City of Lamesa, Texas to execute the amendment on behalf of the City.

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: JANUARY 28, 2016

AGENDA ITEM: 3

SUBJECT: CANADIAN RIVER MUNICIPAL WATER AUTHORITY WATER MAIN REPAIRS AND POTENTIAL EMERGENCY WATER OFFER FROM THE CITY OF LUBBOCK
PROCEEDING: Discussion and Possible Action
SUBMITTED BY: City Staff
EXHIBITS: Handout

SUMMARY STATEMENT

Discussion and possible action regarding the potential of an Emergency Water Offer from the City of Lubbock to assist all of the southern CRMWA cities with water supply during CRMWA planned outage for major repairs.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to _____.

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: JANUARY 28, 2016

AGENDA ITEM: 4

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **February 16th, 2016** at 5:30 P.M."

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEMS: 1

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

The following members are present:

DAVE NIX	Mayor
JOSH STEVENS	Council Member – District 1
MARIE A. BRISENO	Mayor Pro-tem/Council Member – District 2
FABIAN RUBIO	Council Member – District 3
BOBBY G. GONZALES	Council Member - District 4
FRED VERA	Council Member – District 5
CHANCE BRITT	Council Member – District 6

City Staff members present at the meeting:

SHAWNA D. BURKHART	City Manager
NORMA GARCIA	City Secretary
RUSSELL CASSELBERRY	Attorney

Members of the press present at the meeting:

Members of the public present at the meeting:

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: JANUARY 28, 2016

AGENDA ITEM: 2

SUBJECT: APPROVE AMENDMENT TO TAX ABATEMENT AGREEMENT WITH BNB LAMESA SOLAR LLC
PROCEEDING: Resolution
SUBMITTED BY: City Attorney
EXHIBITS: Proposed Resolution and attached Amendment, and Adopted Tax Abatement Agreement date October 20, 2015
AUTHORITY: Texas Tax Code, Chapter 312

SUMMARY STATEMENT

A resolution of the City Council of the City of Lamesa, Texas, amending the Tax Abatement Agreement with BNB LAMESA SOLAR LLC passed by resolution on October 20, 2015 for tax abatement for property in the Lamesa Solar Reinvestment Zone and authorizing the Mayor of the City of Lamesa, Texas to execute the amendment on behalf of the City.

COUNCIL ACTION

DISCUSSION

Motion by Council Member _____ to consider amending the Tax Abatement Agreement with BNB LAMESA SOLAR LLC passed by resolution on October 20, 2015 for tax abatement for property in the Lamesa Solar Reinvestment Zone and authorizing the Mayor of the City of Lamesa, Texas to execute the amendment on behalf of the City.

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: JANUARY 28, 2016

AGENDA ITEM: 3

**SUBJECT: CANADIAN RIVER MUNICIPAL WATER AUTHORITY WATER MAIN REPAIRS
AND POTENTIAL EMERGENCY WATER OFFER FROM THE CITY OF
LUBBOCK**

PROCEEDING: Discussion and Possible Action

SUBMITTED BY: City Staff

EXHIBITS: Handout

SUMMARY STATEMENT

Discussion and possible action regarding the potential of an Emergency Water Offer from the City of Lubbock to assist all of the southern CRMWA cities with water supply during CRMWA planned outage for major repairs.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to _____.

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: JANUARY 28, 2016

AGENDA ITEM: 4

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **February 16th, 2016** at 5:30 P.M."