



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 6, 2019, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

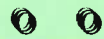
1. **CALL TO ORDER:**
2. **INVOCATION:**
3. **CONTRACTUAL CHANGES TO CONVEYANCE OF A TRACT OF LAND TO LAMESA REAL ESTATE PARTNERS, LLC:** City Council to consider approving changes to the contract for the conveyance of a tract of land to Lamesa Real Estate Partners, LLC, pursuant to Chapter 272 of the Local Government Code of the State of Texas for the purpose of development of low-income or moderate-income housing. *(EDC Director)*
4. **INTERLOCAL AGREEMENT – E911 PUBLIC SAFETY ANSWERING POINT:** Consider approving Interlocal agreement with the Permian Basin Regional Planning Commission relating to the planning, development, operation and provision of 9-1-1 service. *(City Manager)*
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. **BUDGET AMENDMENT VII:** Consider amending Ordinance O-14-18 on Second reading with respect to October 1, 2018. *(Forensic Grant) (City Manager & Finance Director)*
7. **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)*
8. **ANIMAL CONTROL ORDINANCE: DISCUSS CODE OF ORDINANCES CHAPTER 2, ARTICLE 2.02, NUISANCE ANIMALS:** Discussion of Code of Ordinance Chapter 2, Article 2.02 Maintenance of dogs running at large in the City Limits of Lamesa. *(City Manager)*
9. **CREATION OF NEW INTEREST-BEARING BANK ACCOUNT FOR POLICE SEIZURE FUNDS:** City Council to approve a resolution to open a new interest-bearing bank account for the Police Department for seizure of funds. The approved signatories on each account will include: Shawna Burkhart, City Manager, Josh Stevens, Mayor, Dale Alwan, Police Chief and Betty Conde, City Secretary. *(City Manager and Police Chief)*
10. **PURCHASE OF USED VEHICLE FOR CODE ENFORCEMENT:** City Council to approve purchase of used vehicle from Ida Rodriguez for use by the Code Enforcement department. (Funds to be used are insurance proceeds.) *(City Manager)*
11. **LEDC/LEAP QUARTERLY REPORT:** Sean Overeyender, EDC Director to present LEDC/LEAP Quarterly Report to City Council. *(EDC Director)*
12. **LEDC/LEAP FY 2019/2020 BUDGET PRESENTATION AND ADOPTION:** City Council to hear presentation regarding the LEDC/LEAP FY 2019/2020 proposed budget and consider adoption of proposed budget. *(EDC Director)*

- 13. PRESENTATION TO GOVERNING BODY OF THE CITY'S 2019 CERTIFIED APPRAISAL ROLL, EFFECTIVE TAX RATE AND ROLLBACK TAX RATE CALCULATIONS:** City Manager to present to City Council the City's 2019 Certified Appraisal Roll, the Effective Tax Rate and the Rollback Tax Rate Calculations as certified by the Dawson County Central Appraisal District, Chief Appraiser Norma Brock. *(City Manager)*
- 14. AD VALOREM TAX RATE – 2019:** City Council to discuss and set the proposed tax rate, consider voting to holding two (2) public hearings 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:
- Proposed 1st Public Hearing: Thursday, August 22nd, 2019, 5:30 p.m. at City Hall, 601 S. 1ST Street, Lamesa, TX.
 - Proposed 2nd Public Hearing – Tuesday, August 27th, 2019, 5:30 p.m. at City Hall, 601 S. 1ST Street, Lamesa, TX.
- 15. DEPARTMENTAL REPORTS:** Dept to report on current activities and answer questions from the City Council.
- a) MS Crude and Cactus Bike Ride Update.
- 16. CITY MANAGER REPORT:** City Manager to report on current activities and answer questions from the City Council.
- 17. MAYORS REPORT:** Mayor to report on future plans and goals.
- 18. ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be August 20th, 2019 at 5:30 P. M.*

UPCOMING MEETINGS

- **August 13, 2019 (Tuesday) – Special Call Meeting**
 - Budget Workshop
- **August 15, 2019 (Thursday) – Special Call Meeting**
 - Budget Workshop
- **August 20, 2019 (Tuesday)-Regularly Scheduled Meeting**
- **August 22, 2019 City Council Meeting –**
 - 1st Reading of Budget Ordinance
 - 1st Public Hearing on Proposed Tax Rate, if Proposed Tax Rate is higher than the Effective Rate
- **August 27, 2019 City Council Meeting –**
 - 2nd Reading of Budget Ordinance
 - 2nd Public Hearing on Proposed Tax Rate, if Proposed Tax Rate is higher than the Effective Rate
- **Sept. 3, 2019 City Council Meeting -**
 - Ratify Proposed Tax Increase Reflected in the FY 2019/2020 Adopted Budget with record vote.

- 1st Reading to Adopt Tax Ordinances (M&O, I&S, Combined Tax Rate) with record vote.
- **Sept. 10, 2019 City Council Meeting -**
 - 2nd Reading to Adopt Tax Ordinances (M&O, I&S, Combined Tax Rate) with record vote.
 - Authorize Warrants for FY 2019/2020
- **Sept. 17, 2019 City Council Meeting to be cancelled**




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 2nd, 2019**, 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 6, 2019

AGENDA ITEMS: 1 & 2

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

The following members are present:

JOSH STEVENS	Mayor
BRANT STEWART	Council Member – District 1
MARIE A. BRISENO	Council Member – District 2
RICK MORENO	Council Member – District 3
DORE EVAN RODRIGUEZ	Council Member – District 4
BOBBY G. GONZALES	Council Member – District 5
DOUGLAS MORRIS	Council Member – District 6/Mayor Pro-tem

City Staff members present at the meeting:

SHAWNA BURKHART	CITY MANAGER
BETTY CONDE	CITY SECRETARY
RUSSELL CASSELBERRY	CITY ATTORNEY

Members of the press present at the meeting:

Members of the public present at the meeting:

2. **INVOCATION:**
AND PLEDGE OF ALLEGIANCE.



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM:3

SUBJECT: CONTRACTUAL CHANGES TO CONVEYANCE OF A TRACT OF
LAND TO LAMESA REAL ESTATE PARTNERS, LLC

PROCEEDING: Action

SUBMITTED BY: City Staff

EXHIBITS: Contract

AUTHORITY: Chapter 272 of the Local Government Code of the State of Texas

SUMMARY STATEMENT

City Council to consider approving changes to the contract for the conveyance of a tract of land to Lamesa Real Estate Partners, LLC, pursuant to Chapter 272 of the Local Government Code of the State of Texas for the purpose of development of low-income or moderate-income housing.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to approve. changes to the contract for the conveyance of a tract of land to Lamesa Real Estate Partners, LLC, pursuant to Chapter 272 of the Local Government Code of the State of Texas for the purpose of development of low-income or moderate-income housing. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

CONTRACT AND AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAWSON

THAT THIS IS EVIDENCE IN WRITING of a Contract and Agreement entered into this day by and between the City of Lamesa, a Texas home ruled municipality, whose mailing address is 601 South 1st Street, Lamesa, Texas 79331, herein called "City", and Lamesa Real Estate Partners, LLC, a Texas limited liability company, the mailing address of which is 1311 Palm Canyon Drive, Dallas, Texas 75204, herein called "LREP".

WITNESSETH:

1. PROPERTY: City is the owner of all of that real property located in Dawson County, Texas, hereinafter called the "Property", which City hereby agrees to convey to LREP, and LREP hereby agrees to accept, on the terms and conditions hereafter set forth, the Property being more particularly described as follows, to-wit:

All of that portion of that 7.52 acre tract of land out of the Northeast One-fourth (NE/4) of Section 7, Block 35, T-5-N, T. & P. Ry. Co. Survey, in Dawson County, Texas, described in that Warranty Deed dated June 21, 1957, recorded in Volume 164, Page 133, of the Deed Records of Dawson County, Texas, which lies North of Southeast 14th Street, South of Southeast 13th Street, East of Southeast Detroit Avenue and West of Southeast Elgin Avenue.

SUBJECT TO all valid, existing restrictions, mineral reservations and mineral conveyances and easements and rights-of-way, if any, affecting said property of record in the office of the County Clerk of Dawson County, Texas.

2. CONSIDERATION: In consideration of LREP's agreement to develop the above described property for low-income or moderate-income housing, City agrees to convey the Property to LREP subject to the terms and conditions of this Contract and Agreement.

3. NO TITLE FURNISHED: City and LREP agree that City shall not be required to furnish LREP either an abstract supplemented to date or an Owner's Policy of Title Insurance in

connection with this transaction. It is agreed that LREP shall have a reasonable time in which to purchase an owner's policy of title insurance. If LREP elects to purchase a title policy, the cost and expense of the abstract or owner's title insurance policy shall be paid by LREP. If the title commitment contains any title defects other than the standard exceptions normally found in title insurance policies, then LREP shall notify City in writing of such objections to title and City shall have a reasonable time in which to meet or cure all title objections. If City does not agree to cure such title objections and LREP rejects title, this contract shall be declared null and void and neither party shall have any further obligations hereunder.

4. TAXES: LREP shall pay all ad valorem taxes owed in connection with the Property for the year 2019 and thereafter.

5. Time is of the essence of this contract.

6. CLOSING: This transaction shall be closed in the office of Fulbright & Casselberry, 211 North Houston Avenue, Lamesa, Texas.

7. POSSESSION: LREP shall have possession of the Property upon the closing of this transaction.

8. NOTICE TO CITY AND LREP AS REQUIRED BY LAW. YOU ARE ADVISED THAT IF CITY IS PROVIDING AN ABSTRACT, LREP SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY, IF ANY, EXAMINED BY AN ATTORNEY OF LREP'S SELECTION, OR YOU ARE ADVISED THAT LREP SHOULD BE FURNISHED WITH OR OBTAIN A TITLE POLICY. IF A TITLE POLICY IS TO BE OBTAINED, LREP SHOULD OBTAIN A COMMITMENT FOR TITLE INSURANCE WHICH SHOULD BE EXAMINED BY AN ATTORNEY OF LREP'S CHOICE AT OR PRIOR TO CLOSING.

9. LREP and City agree that no broker or other real estate agent has been employed by

either party to this agreement and no real estate commission is payable in connection with this transaction.

10. LREP AND CITY AGREE THAT THE ABOVE DESCRIBED REAL PROPERTY IS BEING CONVEYED "AS IS", IN ITS PRESENT CONDITION, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT ANY WARRANTY OF ANY KIND, EXCEPT FOR WARRANTY OF TITLE.

11. City and LREP agree that the instrument conveying the above described property to LREP shall contain the following provision:

PROVIDED HOWEVER, in the event LREP does not commence construction of a low-income or moderate-income housing development by January 1, 2021, and complete construction by December 1, 2021, title to the above described property shall, without entry or suit, immediately revert to and vest in the City, its successors or assigns, and the conveyance hereunder shall be null and void, and City, its successors or assigns, shall be entitled to immediate possession of the property, and no act or omission on the part of City, its successor or assigns, shall constitute a waiver of the operation or enforcement of such condition. The commencement of "roughing in" of the plumbing for the facility being constructed on the property shall be deemed commencement of construction.

12. City and LREP agree for themselves, their successors and assigns, that as a covenant running with the land, in the event the Property ceases to be used for low-income or moderate-income housing or LREP desires to sell the property to a third party, LREP shall first send written notice to the City which notice shall include the asking price, the proposed terms and conditions of sale and any other pertinent terms and conditions applicable to the proposed transaction. The City shall have the first right to purchase the Property in accordance with the terms set forth in the written notice to City. In the event City does not elect to purchase the Property on the terms and conditions set out in such written notice, if LREP receives a bona fide offer to purchase the

Property, or any part thereof or any interest therein, which LREP desires to accept, LREP shall first send written notice to the City specifying the price for and terms upon which such prospective purchaser has offered to purchase the Property. City shall have the right of first refusal to purchase the property for the same price and upon the same terms and conditions as that offered by such third party bona fide purchaser. It is agreed that the provisions of this Paragraph 12 shall survive the closing of this transaction. In order to eliminate any possibility that this reservation could violate the rule against perpetuities, this right shall terminate on January 1, 2070.

13. Prior to the closing of this transaction, LREP shall have the Property surveyed at LREP's sole cost and expense and the survey description shall be substituted for the description of the Property in Paragraph 1 above.

DATED this the 6th day of August, 2019.

City:

Josh Stevens, Mayor

LREP:

Lamesa Real Estate Partners, LLC

By: _____
Don Nicollini, Manager

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM:4

**SUBJECT: INTERLOCAL AGREEMENT – E911 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 service.

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 9-1-1 service. 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

TERRI MOORE
Executive Director

July 8, 2019

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 2019-2021**

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 2019 through 2021.

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 432-563-1061 ext. 317.

Sincerely,

Laura Torres
Assistant Director of 9-1-1

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, 2019 and shall terminate on August 31, 2021.

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: Terri Moore

Printed Name: Terri Moore

Title: Executive Director

Date: 7/9/19

CITY OF LAMESA

By: _____

Printed Name: Josh Stevens

Title: Mayor

Date: _____

By: _____

Printed Name: Shawna D. Burkhardt

Title: City Manager

Date: _____

By: _____

Printed Name: Dale Alwan

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: tmoore

Printed Name: Terri Moore

Title: Executive Director

Date: 7/9/19

CITY OF LAMESA

By: _____

Printed Name: Josh Stevens

Title: Mayor

Date: _____

By: _____

Printed Name: Shawna D Burkhart

Title: City Manager

Date: _____

By: _____

Printed Name: Dale Alwan

Title: Chief of Police

Date: _____

DAWSON COUNTY

PSAP: LAMESA POLICE DEPARTMENT-601 S 1ST ST, LAMESA, TX 79331 806/872-2121 **Date: 7/8/2019**

Tag Number	Serial Number	Asset Type	Asset Description	Vendor	Responsible Agency	Date Purchased	Date Installed	Original 9-1-1 Purchase Value	% Cost Sharing	Life assigned in years	Replacement year one	Replacement year two
LAM-0911-200	2UA35023B0	CPE-VESTA	PRIMARY TOWER	AIRBUS	LPD	Aug-14		62,836.00	100%	6	FY21	FY27
LAM-0911-201	CN-ORVC21-74261-26C-12R1	CPE-VESTA	PRIMARY CPE MONITOR	AIRBUS	LPD	Aug-14			100%	6	FY21	FY27
LAM-0911-202	CN-ORVC21-74261-26C-12F1	CPE-VESTA	PRIMARY MAP MONITOR	AIRBUS	LPD	Aug-14			100%	6	FY21	FY27
LAM-0911-203	2UA35023B8	CPE-VESTA	SECONDARY TOWER	AIRBUS	LPD	Aug-14			100%	6	FY21	FY27
LAM-0911-204	CN-ORVC21-74261-26C-1AE	CPE-VESTA	SECONDARY CPE MONITOR	AIRBUS	LPD	Aug-14			100%	6	FY21	FY27
LAM-0911-205	CN-ORVC21-74261-26C-11T1	CPE-VESTA	SECONDARY MAP MONITOR	AIRBUS	LPD	Aug-14			100%	6	FY21	FY27
LAM-0911-210	BJ252T0026	ANCILLARY	9170 UPS - EATON	BORDER ELECTRIC	LPD	Aug-15	1/1/201	6,254.33	100%	6	FY21	FY27
LAM-0911-104	2UA1050VQK	CPE-VIPER	E-PRINTER		LPD	Jun-11			100%	6	FY 17	FY23
LAM-0911-105	USE107N5MJ	CPE-VIPER	MAINFRAME SERVER		LPD	Jun-11			100%	6	FY 17	FY23
		TOTAL CPE						69,090.33				
LAM-0911-212	833451	OTHER	Porta Printer TTY	COMPU-TTY, Inc.	LPD	Aug-16	1/1/201	325.00	100%	5	FY22	FY27
		TOTAL OTHER						325.00				
LAM-0911-211	40001000316148	RECORDER	NICE -16-Channel CAD Recorder		LPD	Jun-16	16/201	14,998.00	100%	5	FY21	FY26
LAMESA OWNS	GENERATOR	GENERATOR	GENERATOR	VOICE PRODUCTS	LPD	Aug-07		-24,150				
		TOTAL RECORDER						14,998.00				

GENOVATION KEYPAD PRIMARY 5855-12-020714-0017
 GENOVATION KEYPAD SECONDARY 5855-12-020714-0018

Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between Permian Basin Regional Planning Commission (RPC) and City of Lamesa (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 calltakers/dispatchers 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/dispatchers 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 calltaker/dispatcher has 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)
- * Transfer switch
- * Call overflow
- * 9-1-1 printer & ALI 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/dispatchers 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 insure 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 insure 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 6, 2019

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 NO. R-

**A RESOLUTION APPOINTING A BOARD MEMBER TO THE
CANADIAN RIVER MUNICIPAL WATER AUTHORITY FOR
TWO YEAR TERM ENDING JULY 31, 2021.**

THE STATE OF TEXAS

CITY OF LAMESA

COUNTY OF DAWSON

ON THIS, the 6th day of August, 2019, the City Council of 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, 2021, pursuant to the provisions of Chapter 243 of the Laws passed by 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 August 6, 2019 and ending July 31, 2021.
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 Council Member _____ 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 6th day of August, 2019.

SIGNED:

Josh Stevens, Mayor:
City of Lamesa, Texas

ATTEST:

Betty Conde, City Secretary
City of Lamesa, Texas

THE STATE OF TEXAS

CITY OF LAMESA

COUNTY OF DAWSON

I, the undersigned, City Council of the City of Lamesa, Texas, DO HEREBY CERTIFY that the above and foregoing is true and correct copy of a resolution of the City of Lamesa of said City passed and adopted on the 6th day of August, 2019, as same appears of record in Book 15, Page 496 et seq., of the Minutes of said City.

WITNESS MY HAND AND SEAL OF THE CITY OF LAMESA, TEXAS, this the 6th day of August, 2019.

SIGNED:

Betty Conde, City Secretary
City of Lamesa, Texas

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

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.

Affiant's Signature

Board of Directors of CRMWA
Position to Which Elected/Appointed

Lamesa, Texas, Dawson County
City and/or County

SWORN TO and subscribed before me by affiant on this 6th day of
August, 2019.

Signature of Person Authorized to Administer Oaths/Affidavits

Printed Name

Title

(Seal)

In the name and by the authority of

The State of Texas

OATH OF OFFICE

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.

Affiant

SWORN TO and subscribed before me by affiant on this 6TH day of August, 2019.

Signature of Person Administering Oath

(Seal)

Printed Name

Title

CERTIFICATION OF DIRECTOR

THE STATE OF TEXAS

CITY OF LAMESA

COUNTY OF DAWSON

I, _____, Mayor of the City of Lamesa, 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 6th day of
August 2019.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of
the City of Lamesa, Texas, this the 6th day of August 2019.

Signed: _____

Mayor, City of: Lamesa

(CITY SEAL)

ATTEST:

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 6

SUBJECT: BUDGET AMENDMENT VII
EXHIBITS: Ordinance 2nd reading
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider amending Ordinance O-14-18 on Second reading with respect to October 1, 2018.
(Forensic Grant)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance No.O-14-18 on Second reading with respect to October 1, 2018. 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. 0-14-18 TO APPROPRIATE FUNDS IN THE CITY
OF LAMESA BUDGET FOR FISCAL YEAR 2018-2019.**

On the 16th day of July, 2019, 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. 0-14-18 to make certain revisions to the 2018-2019 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 2018-2019 Budget contained in Ordinance No. 0-14-18 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$ 7,995.00	\$ 7,995.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this August 16, 2019.

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

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on July 16th, 2019 by a majority vote with amendment; and on August 6th, 2019, 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 2019-07 FOR FY 2018/2019

GENERAL FUND (1)

This budget amendment reflects the award of the 2019 Susteen Community Outreach Mobile Forensics Grant that acquires Mobile Forensic software for the detection and reporting of evidence by acquiring, analyzing physical images from cell phones (this is the City's grant match).

Increase Revenues – Fund Balance	\$7,995.00
----------------------------------	------------

Increase Expenditures – (01-5064-953) - Equipment – Major Inst. & App.	\$7,995.00
--	------------

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 7

**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
Services (Non-Medical) Provided by TTUHSC

THIS PROFESSIONAL SERVICES AGREEMENT, (Agreement), is made and entered into by and between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER (TTUHSC), a public institution of higher education in the State of Texas, on behalf of its School of Medicine, Department of Psychiatry, Lubbock campus, and the CITY OF LAMESA, a municipality in the State of Texas.

Both TTUHSC and the City of Lamesa are also referred to herein as "Party," or collectively as "Parties."

WITNESSETH:

WHEREAS, the City of Lamesa desires to obtain certain professional services; and

WHEREAS, TTUHSC represents that it employs professionals with the necessary qualifications and knowledge who will be assigned to perform the services;

NOW THEREFORE, for the consideration herein expressed, TTUHSC and the City of Lamesa hereby agree as follows.

ARTICLE I
RESPONSIBILITIES

A. TTUHSC will provide the following services (Services):

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, child, parents, siblings, or any other dependent living in the same household with the covered individual. 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 TTUHSC, Other Party is responsible to inform the individual that it is his/her responsibility to pay all costs for additional treatment and/or counseling.
2. A 24-hour crisis line which can be utilized by any covered individual or an immediate family member of a covered individual.
3. Intervention and crisis counseling, including critical incident stress de-briefing sessions, when requested by the Other Party. These services will be provided in a timely manner as often as needed at the location agreed upon by TTUHSC and the Other Party.
4. Orientations regarding the assistance and services available to covered individuals, when requested by the Other Party. These services will be provided at the location agreed upon by TTUHSC and the Other Party.
5. Wellness presentations (e.g., stress management, effective communication, and healthy relationships), when requested by the Other Party. These presentations will be provided at the time and location agreed upon by TTUHSC and the Other Party.



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 the Other Party. These trainings will take place at the time and location agreed upon by TTUHSC and the Other Party.
7. Consultations with supervisors, managers, and administrators, when requested by the Other Party.
8. Quarterly and annual utilization reports for management review. To protect the confidentiality of employees and their dependents who receive assistance through the EAP, TTUHSC will not include names and other information in the utilization reports that may identify specific individuals who have used the services.

B. The City of Lamesa will:

1. Designate someone to work with EAP management (i.e., EAP Director and/or a designee of the Director) to publicize EAP services, plan health promotion activities, and evaluate services.

ARTICLE II
COMPENSATION

- A. The City of Lamesa agrees to pay TTUHSC \$22.40 per covered individual per 12-month period. This rate shall be based on the total number of individuals covered by this Agreement, which is 80 as of date of execution of this agreement. The total payment for this number of individuals for the 12-month period is \$1,792.00.
- B. TTUHSC will invoice quarterly (\$448.00 each installment). Payment shall be remitted within 30 days of invoice date.

ARTICLE III
TERM AND TERMINATION

- A. The term of this Agreement shall commence on September 1, 2019, and terminate on August 31, 2020.
- B. 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 TTUHSC upon written notice to the City of Lamesa for nonpayment.
- C. 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.
- D. Neither Party hereto shall be liable for delays to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, wars, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of such delay, the period of service hereunder shall be extended for a period equal to the time lost by reasons of delay, and services omitted (or portions thereof) shall be performed during such extension.



- E. In the event this Agreement is terminated in accordance with this Article, then within thirty (30) days after the effective date of such termination, TTUHSC shall submit TTUHSC's termination statement for Services rendered to the date of termination, and the City of Lamesa shall pay TTUHSC for such Services within thirty (30) days of receipt of TTUHSC's termination statement.
- F. 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 IV INSURANCE

- A. TTUHSC 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.
- B. The City of Lamesa shall maintain, during the term of this Agreement and any extensions thereof, professional and general liability insurance, evidence of which shall be available upon request, and shall immediately notify TTUHSC of any changes to or events affecting the status of the insurance.

ARTICLE V COMPLIANCE

- A. 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.
- B. The City of Lamesa represents and warrants that neither the City of Lamesa 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. TTUHSC may conduct searches of the City of Lamesa'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. The City of Lamesa agrees to immediately inform TTUHSC 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 TTUHSC in the event the City of Lamesa, 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 VI GENERAL PROVISIONS

- A. Independent Contractor. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.



- B. Severability. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.
- C. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the Parties at the addresses set forth below:

If to TTUHSC: Texas Tech University Health Sciences Center
Employee Assistance Program
Department of Psychiatry
3601 4th Street – STOP 8119
Lubbock, TX 79430-8119

If to the City of Lamesa: City of Lamesa
Attn: Irma Ramirez, Personnel Director
601 South 1st Street
Lamesa, TX 79331

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.

- D. Binding Effect; No Third Party Beneficiary. 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 City of Lamesa, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
- E. 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.
- F. 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.
- G. Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- H. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.



- I. Use of Name. Neither Party to this Agreement shall use the name or indicia of the other Party, nor of any of a Party's employees, in any manner of publicity, advertising, or news releases without prior written approval of the other Party.
- J. 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.

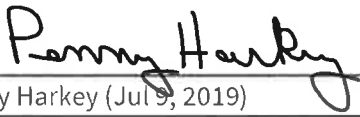
ARTICLE VIII
E-SIGNATURES

This Agreement may be executed in two or more counterparts, each of which shall be 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, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the undersigned Parties bind themselves to the faithful performance of this Agreement.

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

CITY OF LAMESA


Penny Harkey (Jul 9, 2019)
Signature

Signature

Penny Harkey
Printed Name

Printed Name

Vice President and Chief Financial Officer
Title

Title

Jul 9, 2019
Date

Date



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 8

SUBJECT: **ANIMAL CONTROL ORDINANCE: DISCUSS CODE OF ORDINANCES CHAPTER 2, ARTICLE 2.02, NUISANCE ANIMALS**

PROCEEDING: Discussion -

SUBMITTED BY: City Staff

EXHIBITS: Ordinance

AUTHORITY: Chapter 2, Article 2.02, Code or Ordinance

SUMMARY STATEMENT

Discussion of Code of Ordinance Chapter 2, Article 2.02., Maintenance of dogs running at large in the City Limits of Lamesa.

COUNCIL ACTION

DISCUSSION _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ARTICLE 2.02 NUISANCE ANIMALS*

Sec. 2.02.001 Generally

The following shall be considered a public nuisance and shall be unlawful:

- (1) Any animal which molests passersby or passing vehicles.
- (2) Any animal which attacks another animal.
- (3) Any animal which trespasses on school grounds.
- (4) Any wild or vicious animal that has demonstrated a fierce or dangerous propensity or tendency to do any act which might endanger the safety of persons or property in a given situation.
- (5) Any dog which, by loud, unusual, continuous, or untimely barking or howling, shall cause the peace and quiet of the neighborhood or the occupants of the adjacent premises to be disturbed, or which renders the enjoyment of life and property uncomfortable or interferes with public peace and comfort.
- (6) The keeping of any other animal which by causing frequent or long-continued noise shall disturb the comfort and repose of any person of ordinary sensibilities in the vicinity.
- (7) The keeping of any animal in such a manner as to endanger the public health or as to annoy neighbors by the accumulation of droppings and putrescible materials which cause foul or offensive odors.
- (8) The keeping of any animal which habitually deposits body wastes upon, or destroys by chewing, scratching, digging or otherwise, property other than that of the owner of the animal.
- (9) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare.
- (10) Persistent laxness in supervision of cats so that their running at large results in disturbance to persons of ordinary sensibilities.
- (11) Allowing any livestock, fowl, dogs, or wild or vicious animals to run at large.

(1998 Code, sec. 63.022)

Sec. 2.02.002 Cats

(a) Responsibilities of owner. It shall be unlawful for an owner of a cat, or a person in control of or harboring a cat, or keeping a cat on his premises or in or about his premises or on premises under his control, to permit or allow a cat to be a public nuisance or a nuisance animal as defined in this chapter or to keep within the city limits a cat which has not been vaccinated for rabies as provided by this chapter.

(b) Impoundment. The humane officer is authorized to humanely trap or otherwise capture and impound a cat under the terms and subject to the same conditions as provided in this chapter for dogs, and when a complaint has been received that a cat causes a nuisance or hazard to the health or welfare of the human or animal population.

(1998 Code, sec. 63.023)



Sec. 2.02.003 Dogs

(a) Responsibilities of owner. It shall be unlawful for an owner of a dog, or a person in control of or harboring a dog, or keeping a dog on his premises or in or about his premises or on premises under his control, to:

(1) Permit or allow or fail to prevent:

(A) A dog to run at large within the city;

(B) A dog to be a public nuisance or a nuisance animal as defined in this chapter;

(C) A dog which, by loud or unusual barking or howling, shall cause the peace and quiet of the neighborhood or the occupants of the adjacent premises to be disturbed;

(D) A female dog in heat to run at large or be maintained in a public place;

(2) Keep within the city limits:

(A) A dog which has vicious propensities;

(B) A dog which has evidenced a disposition to bite, scratch or otherwise attack human beings or domestic animals without provocation, while the person so attacked was not trespassing on the property of the owner or person having custody of such dog and was not engaged in an assault upon either the owner or person having custody of such dog or upon any member of such person's immediate family;

(C) A dog which has otherwise demonstrated a fierce or dangerous propensity or tendency to do any act which might endanger the safety of persons or property in a given situation; or

(D) A dog which has not been vaccinated for rabies as provided by this chapter;
or

(3) To restrain or anchor a dog by means of a tether, chain, cable, rope, cord or other restraint, unless the tether, chain, cable, rope, cord or other restraint is being personally held by the owner, caregiver, keeper or other person having possession or control of the dog. No dog may be attached to any inanimate object.

(b) Restraint or confinement.

(1) A dog is at large if it is not within an enclosure adequate to contain the dog upon or within property owned, leased, or otherwise occupied by its owner, caregiver, keeper or person having possession or control of the dog, or restrained by a leash or harness personally held by the owner, caregiver, keeper or other person having possession or control of the dog.

(2) Any dog confined within a fenced yard or run must be provided with at least 100 square feet of space for each dog. The enclosure shall be constructed of such material and of sufficient height to prevent the dog from escaping from the enclosure. The top of the enclosure shall be covered with material to provide the dog with shade and protection from the elements.

(c) Defenses. It shall be an affirmative defense to an alleged offense under this section that any dog kept within the cab or bed of any motor vehicle, or under the immediate control of the owner, caregiver, keeper or other person having possession or control of the dog, is kept in a manner that prevents the animal's escape or contact with any other person or animal.

(1998 Code, sec. 63.024)



Sec. 2.02.004 Authority to kill or impound animals; impoundment procedures and fees

(a) Authority of chief of police. The chief of police is authorized to:

(1) Kill any animal which poses an imminent danger to a person or property and a real or apparent necessity exists for destruction of the animal;

(2) Impound any animal which is diseased and endangers the health of a person or another animal;

(3) Impound any animal that creates a nuisance as defined in this chapter;

(4) Impound any animal running at large as stipulated in this chapter;

(5) Impound any animal in violation of any provision of this chapter.

(b) Impoundment procedures and fees; disposition of impounded animals.

- (1) If any of the animals named in this chapter are found upon the premises of any person, the owner or occupant of the premises shall have the right to confine such animal in a humane manner until he can notify the chief of police to come and impound such animal. When so notified it shall be the duty of the chief of police to cause such animal to be impounded as herein provided.
- (2) Reasonable effort shall be made by the chief of police to contact the owner of any animal impounded under the provisions of this chapter; however, final responsibility for location of an impounded animal is that of the owner.
- (3) The owner of any animal impounded under the provisions of this chapter can resume possession of the impounded animal upon payment of impoundment fees, veterinarian bills, and handling fees incurred by the chief of police for the welfare of the animal, and upon payment of any fines levied by the municipal court, and upon compliance with the vaccination provisions of this code.
- (4) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for 72 hours.
- (5) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the chief of police.
- (6) Impoundment fees shall be thirty-five dollars (\$35.00) for each animal, plus a handling fee of ten dollars (\$10.00) per day for every day, or fraction thereof, that the animal is at the animal shelter.

(1998 Code, sec. 63.025)

State law reference—Restraint, impoundment and disposition of dogs and cats, V.T.C.A., Health and Safety Code, sec. 826.033.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 9

**SUBJECT: CREATION OF NEW INTEREST-BEARING BANK ACCOUNT
FOR POLICE SEIZURE FUNDS**

EXHIBITS: Resolution

PROCEEDING: Action

SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to approve a resolution to open a new interest-bearing bank account for the Police Department for seizure of funds. The approved signatories on each account will include: Shawna Burkhart, City Manager, Josh Stevens, Mayor, ale Alwan, Police Chief and Betty Conde, City Secretary.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a resolution to open a new interest bearing bank account for the police department for seizure of funds. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO. R-

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR A NEW INTEREST-BEARING ACCOUNT FOR THE POLICE DEPARTMENT SEIZURE FUNDS.

WHEREAS, the City of Lamesa, Texas to open a new interest-bearing account for the Police Department seizure funds,

WHEREAS, it is necessary to appoint signatories for the Police Department seizure funds, and;

WHEREAS, an original signed copy of the resolution authorizing named individuals as *Depository/Authorized Signatories* is to be submitted to Lamesa National Bank

WHEREAS, the City of Lamesa, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.),

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and

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

The listed designees be authorized to execute documents between the Lamesa Police Fund and the City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS on August 6, 2019

Josh Stevens, Mayor

Attest:

Betty Conde, City Secretary

Depository/Authorized Signatories Designation Form

Interest -Bearing Account for Lamesa Police Department Seizure Funds

The individuals listed below are designated by resolution as authorized signatories for contractual and financial documents.

Josh Stevens	Doug Morris
(Name)	(Name)
Mayor	Mayor Pro-tem
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the "*Police Department for new interest-bearing bank account*. At least two (2) signatories required).

Shawna Burkhart	Betty Conde
(Name)	(Name)
City Manager	City Secretary
(Title)	(Title)
(Signature)	(Signature)

Josh Stevens	Dale Alwan
(Name)	(Name)
Mayor	Chief of Police
(Title)	(Title)
(Signature)	(Signature)

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 10

SUBJECT: PURCHASE OF USED VEHICLE FOR CODE ENFORCEMENT
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to approve purchase of used vehicle from Ida Rodriguez for use by the Code Enforcement department. (Funds to be used are insurance proceeds.)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the purchase of used vehicle from Ida Rodriguez for use by the Code Enforcement department. 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 6, 2019

AGENDA ITEM: 11

SUBJECT: LEDC/LEAP QUARTERLY REPORT
SUBMITTED BY: LEDC/LEAP Director
EXHIBITS: LEDC/LEAP Report

SUMMARY STATEMENT

Sean Overeyender, EDC Director to present LEDC/LEAP Quarterly Report to City Council. (*EDC Director*)

COUNCIL ACTION

No City Council action required.

CITY MANAGER'S MEMORANDUM

LEDC/LEAP Director will provide report at City Council meeting.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 12

SUBJECT: LEDC/LEAP FY 2019/2020 BUDGET PRESENTATION AND ADOPTION
PROCEEDING: LEDC & LEAP Budget Approval for FY 2019-2020
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to hear presentation regarding the LEDC/LEAP FY 2019/2020 proposed budget and consider adoption of proposed budget.

COUNCIL ACTION

Discussion: _____

Motion by Council Member _____ to approve FY 2019/2020 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.

	A	B	C	D	E	F
1						
2						
3	LAMESA ECONOMIC DEVELOPMENT CORPORATION					
4	OPERATING AND ECONOMIC DEVELOPMENT BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 TO SEPTEMBER 30, 2020					
5	APPROVED					
6			BUDGET	Y-T-D ACTUAL	Percent Used	PROPOSED
7	Code	Budget Item	FY 18-19	6/30/2019		
8	REVENUES					
9		40101 Sales Tax	250,000	232,569	93%	271,000
10		40501 Interest Income (LNB)	17,500	0	0%	18,970
11		40503 Int. Income (Tx Mfg)	0			0
12		40504 Rent (Boll Weevil Eradication)	0			800
13		40510 Farm Lease Cash Lease	350	0	0%	350
14		40511 Universal Oil Service - Lot Lease	0			0
15		40507 Administrative Services (Type B)	6,000	0	0%	6,000
16		40904 MISCELLANEOUS REVENUES	5,000	0	0%	5,000
17		40908 Solar farm lease	49,750	49,511	100%	49,750
18		Sale of Property				
19	TOTAL REVENUES		328,600	301,048	92%	351,870
20	EXPENDITURES					
21	1-PERSONNEL SERVICES					
22		5611101 Salaries	86,600	62,539	72%	86,600
23		5611102 Longevity	144	0	0%	144
24		5611104 Vacation	3,600	1,231	34%	3,600
25		5611105 Sick Leave	1,800	1,000	56%	1,800
26		5611107 Social Security	7,038	4,962	71%	7,038
27		5611108 Retirement	6,400	2,945	46%	6,400
28		5611109 Worker's Comp	360	0	0%	360
29		5611110 Unemployment Tax	550	82	15%	550
30		5611111 Insurance	8,640	6,480	75%	8,640
31		100 TOTAL	115,132	79,238	69%	115,132
32	2-SUPPLIES AND MATERIALS					
33		5611201 Office Supplies	1,800	475	26%	1,800
34		5611204 Minor Tools & Instruments	900	0	0%	900
35		5611207 Food/Meeting Supplies	1,200	179	15%	1,200
36		5611209 Miscellaneous Services	1,800	1518	84%	1,800
37		5611210 Computer Supplies	3,600	90	3%	3,600
38		200 TOTAL	9,300	2,262	24%	9,300
39	4 - BUILDING MAINTENANCE					
40		5611400 Property Maintenance	1,800	1,650	92%	1,800
41		5611401 Boll Weevil Building	1,200	100	8%	1,200
42						
43		5611402 Austin St. Downtown	600	0	0%	600
44		5611404 Chamber of Commerce	0	0	0%	0
45		400 TOTAL	3,600	1,750	49%	3,600
46	5-MAINTENANCE OF EQUIPMENT					
47		5611501 Website	500	323	29%	800
48		500 TOTAL	500	323	29%	800
49	6-MISCELLANEOUS SERVICES					
50		5611601 Telephone	1,000	491	49%	1,000
51		5611602 Insurance and Bonds	1,800	0	0%	1,800
52		Special Services: Audit=7,500,				
53		5611603 LACC=9,040, Legal=12,000,	30,000	22,030	73%	31,000
54		5611604 Travel	6,000	2,890	48%	8,000
55		5611605 Schools and Training	3,000	725	24%	4,500
56		Promotional Images Ad				
57		\$10,000/Trade & Industry Ad				
58		\$5,000/Promotion Materials				
59		5611606 \$10,000/ = \$25,000	25,000	6,493	26%	25,000
60		5611609 Legal Notices	1,000	400	0%	0
61		5611610 Rent and Lease of Property (C.C.)	6,000	4,500	75%	6,000
62		5611611 TDCJ Incentive/water-sewer	0	0	0%	0
63		5611612 Employee Reimb't (Auto)	6,000	222	4%	3,500
64		5611616 Administrative Services (City)	8,640	6,300	73%	8,640
65		5611617 Tax Payments	0	0	0%	0
66		5611620 Christmas Bonus	100	88	88%	100
67		600 TOTAL	88,540	43,738	50%	89,540
68	7-SUNDRY CHARGES					
69		Dues: (REAP, P to P, Highgrd.,				
70		TEDC, MOTRAN, W.T. WIND, Class4				
71		5611701 Wind)	10,000	9,924	99%	10,000
72		5611703 Claims & Damages		0	0%	
73		5611706 Property Taxes	0		0%	0
74		700 TOTAL	10,000	9,924	99%	10,000
75	8-INCENTIVE PROGRAMS					
76		5611800 Incentive Programs	50,000	0	0%	50,000
77		5611810 Grants	150,000	116,447	78%	250,000
78		5611820 Loans	0	0	0%	0
79		5611830 Façade Improvement	0	0	0%	0
80			200,000	116,447	78%	300,000
81	9 - CAPITAL OUTLAY					
82						
83		5611910 Land Purchase	50,000	0	0%	0
84		5611920 N. 4th Street Property	0	0	0%	0

	A	B	C	D	E	F
85		5611930.MPTX Project	0	0	0%	0
86		5611951.Furniture, Fixtures & Office	1,000	0	0%	1,000
87		900 TOTAL	51,000	0	0%	1,000
88						
89						
90						
91						
92	GRAND TOTAL REVENUE		328,600	301,048	93	351,870
93	Allocated Reserve		149,472			177,502
94	TOTAL FUNDS AVAILABLE		478,072			529,372
95	GRAND TOTAL EXPENDITURES		478,072	253,683	53	529,372
96	REVENUES OVER/UNDER EXPENSES		0	47865	32	0
97						

	A	B	C	D	E	F
1						
2						
3	LAMESA ECONOMIC ALLIANCE PROJECT					
4	OPERATING AND ECONOMIC DEVELOPMENT BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 TO SEPTEMBER 30, 2020					
5			APPROVED	Y-T-D	Percent	
6			BUDGET	ACTUAL	Used	PROPOSED
7	Code	Budget Item	FY 18-19	6/30/2019		
8	REVENUES					
9		40101 Sales Tax	250,000	232,569	93%	271,000
10		40501 Interest Income (LNB)	6,000	0	0%	6,500
11		40904 MISCELLANEOUS REVENUES	0	0	0%	0
12	TOTAL REVENUES		256,000	232,569	93%	277,500
13	OPERATIONS					
14	EXPENDITURES					
15	1 - PERSONNEL SERVICES		0	0	0%	
16		100 TOTAL	0	0	0%	
17	2 - SUPPLIES AND MATERIALS					
18		5811201 Office Supplies	0	0	0%	0
19		5811204 Minor Tools & Instruments	0	0	0%	0
20		5811207 Food/Meeting Supplies	0	0	0%	0
21		5811209 Miscellaneous Services	0	0	0%	0
22		5811210 Computer Supplies	0	0	0%	0
23		200 TOTAL	0	0	0%	0
24	4 - MAINTENANCE					
25		5811404 Chamber of Commerce	0	0	0%	0
26		400 TOTAL	0	0	0%	0
27	5 - MAINTENANCE AND EQUIPMENT					
28		5811601 Website	0	0	0%	0
29		500 TOTAL	0	0	0%	0
30	6 - MISCELLANEOUS SERVICES					
31		5811601 Telephone	300	0	0%	0
32		5811602 Insurance and Bonds	120	0	0%	120
33		Special Services: (Audit =				
34		5811603 5,000, LEDC = 7,000)	11,000	5,000	45%	12,000
35		5811604 Travel	0	0	0%	0
36		5811605 Schools and Training	0	0	0%	0
37		5811606 Promotional	2,500	1810	72%	2,500
38		5811609 Legal Notices	1300	548	42%	1800
39		5811610 Rent and Lease of Property (C	0	0	0%	0
40		5811616 Adminiatrative Services (City)	0	0	0%	0
41		5811617 Tax Payments	0	0	0%	0
42		600 TOTAL	14,220	7,358	48%	16,420
43						
44	OPERATIONS					
45						
46	ECONOMIC DEVELOPMENT					
47	7 - SUNDRY CHARGES					
48		5811701 Dues	0	0	0%	0
49		(P to P, Highgrd., TEDC.)				
50		5811703 Claims & Damages	0	0	0%	0
51		700 TOTAL	0	0	0%	0
52	8 - INCENTIVE PROGRAMS					
53		5811800 Incentive programs	50,000	3,814	8%	50,000
54		5811810 Grants	150,000	0	0%	158,000
55		5811820 Loans	0	0	0%	0
56		5811830 Façade Improvement	50,000	0	0%	50,000
57		5811840 Demolition	40,000	0	0%	40,000
58		800 TOTAL	290,000	3,814	1%	298,000
59	9- CAPITAL OUTLAY					
60		5811910 Land Purchase	75000	0	0%	50000
61		5811951 Furniture, Fixtures & Office	0	0	0%	1,000
62		900 TOTAL	75,000	0	0%	51,000
63	GRAND TOTAL REVENUE		256,000	232,569	93	277,500
64	Allocated Reserve		49,220			87,920
65	TOTAL FUNDS AVAILABLE		305,220			365,420
66	GRAND TOTAL EXPENDITURES		305,220			365,420
67	REVENUES OVER/UNDER EXPENSES		0			0

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 13

**SUBJECT: PRESENTATION TO GOVERNING BODY OF THE CITY'S 2019
CERTIFIED APPRAISAL ROLL, EFFECTIVE TAX RATE AND
ROLLBACK TAX RATE CALCULATIONS**

PROCEEDING: Approval

SUBMITTED BY: City Staff

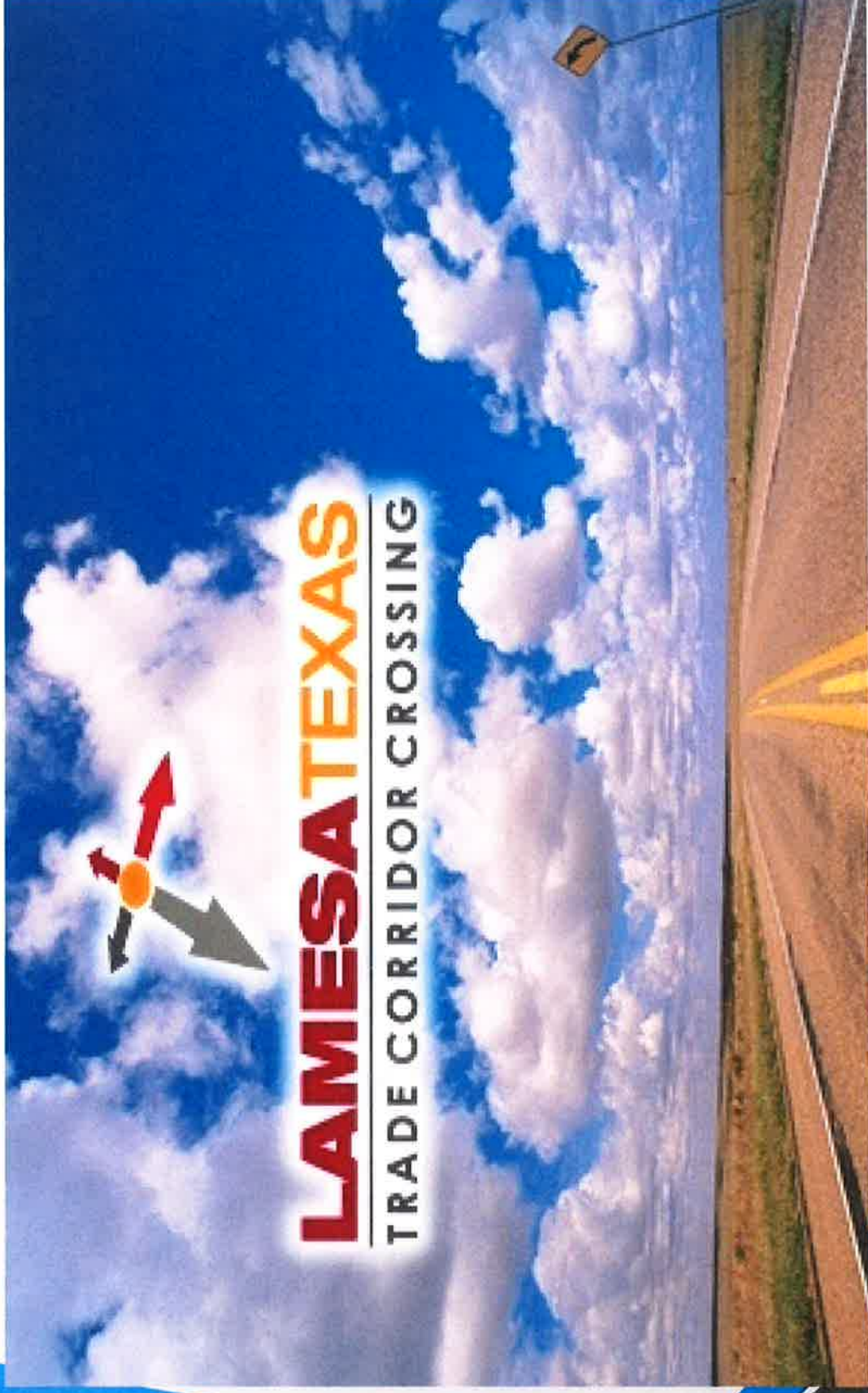
EXHIBITS: Certification of 2019 Appraisal Roll for the City of Lamesa

**AUTHORITY: *City Charter – Article V, Taxes and Taxation*
*State Law; Property Tax Code, Sec.26.04***

SUMMARY STATEMENT

City Manager to present to City Council the City's 2019 Certified Appraisal Roll, the Effective Tax Rate and the Rollback Tax Rate Calculations as certified by the Dawson County Central Appraisal District, Chief Appraiser Norma Brock.

PRESENTATION OF 2019
CERTIFIED APPRAISAL ROLL,
EFFECTIVE TAX RATE AND ROLLBACK TAX RATE





AD VALOREM TAX REVENUE SUMMARY FISCAL YEAR 2018-2019

NET ASSESSED VALUATION FOR PREVIOUS YEARS & PROJECTED ASSESSED VALUATION:

Fiscal Year	Assessed Value	Ratio of Assessed Value to True Value	Percent Change
1983-1984	154,480,546	100.00%	-5.72%
2000-2001	167,712,320	100.00%	8.57%
2001-2002	167,720,589	100.00%	0.00%
2002-2003	167,770,390	100.00%	0.03%
2003-2004	164,312,150	100.00%	-2.06%
2004-2005	166,160,300	100.00%	1.12%
2005-2006	169,823,580	100.00%	2.20%
2006-2007	172,705,890	100.00%	1.70%
2007-2008	181,323,670	100.00%	4.99%
2008-2009	188,117,990	100.00%	3.75%
2009-2010	203,186,170	100.00%	8.01%
2010-2011	213,046,850	100.00%	4.85%
2011-2012	223,482,760	100.00%	4.90%
2012-2013	232,623,700	100.00%	4.09%
2013-2014	245,901,543	100.00%	5.71%
2014-2015	254,506,640	100.00%	3.50%
2015-2016	263,334,030	100.00%	4.35%
2016-2017	267,489,740	100.00%	1.63%
2017-2018	272,914,690	100.00%	2.02%
2018-2019	286,401,690	100.00%	4.94%
2019-2020	285,239,140	100.00%	-.405%

TAX RATES, LEVIES AND COLLECTIONS FOR PREVIOUS YEARS & PROJECTED COLLECTIONS:

Fiscal Year	Tax Rate	Total Tax Levy	Total Collections	Ratio of	
				Total Collections to Total Tax Levy	
1999-2000	0.6890	1,142,473	1,103,543	96.59	
2000-2001	0.6890	1,154,252	1,154,115	99.99	
2001-2002	0.6890	1,153,851	1,111,416	96.32	
2002-2003	0.6890	1,153,851	1,130,883	98.01	
2003-2004	0.7243	1,190,113	1,103,514	92.72	
2004-2005	0.7243	1,203,499	1,101,568	91.53	
2005-2006	0.7243	1,230,032	1,127,716	91.68	
2006-2007	0.7243	1,250,909	1,159,257	92.67	
2007-2008	0.7243	1,313,327	1,220,000	92.89	
2008-2009	0.7243	1,362,539	1,253,536	92.00	
2009-2010	0.7243	1,471,677	1,364,343	92.71	
2010-2011	0.7243	1,543,098	1,458,000	94.49	
2011-2012	0.7243	1,618,686	1,484,000	91.68	
2012-2013	0.7243	1,684,893	1,565,494	92.91	
2013-2014	0.7243	1,781,065	1,679,633	94.30	
2014-2015	0.7243	1,843,392	1,856,851	100.73	
2015-2016	0.7400	1,948,671	1,910,762	98.05	
2016-2017	0.827521	2,036,451	2,039,431	100.15	
2017-2018	0.817521	2,052,644	2,057,929	100.25	
2018-2019	0.8300	2,139,421	2,187,619	102.25	

AD VALOREM TAX REVENUE SUMMARY FISCAL YEAR 2018-2019

ESTIMATE OF AD VALOREM TAX RECEIPTS:

Estimate of receipts from Current Year's Taxes: 2,133,873
 Proposed Ad Valorem Tax Rate per \$100.00 of valuation: .834607

ESTIMATE OF APPRAISED AD VALOREM TAX VALUES:

Estimated Total Appraised Value for 2018 285,239,140
 Less exemptions: 1,156,990
 Estimated Net Tax Roll for 2018: 284,082,150
 Ratio of Assessed Value to Total True Value: 99.59%

INCREMENTAL AD VALOREM TAX REVENUE POTENTIAL:

0

Amount of Net Revenue generated by one cent of the tax rate:

25,567

ESTIMATE OF POTENTIAL AD VALOREM TAX COLLECTIONS:

	No	1 cent	2 cent	3 cent
	Change	Increase	Increase	Increase
Proposed tax rate per \$100 valuation	0.834607	0.844607	0.854607	.0864607
Gross revenue from taxes	2,370,970	2,399,378	2,427,786	2,456,194
Estimated discount 5.00%	118,548	119,969	121,389	122,810
Estimated uncollect. 3.00%	71,129	71,981	72,834	73,686
Est. uncollect. prev. years 2.00%	47,419	47,988	48,556	49,124
Estimated collections (Funds Available)	2,133,873	2,159,440	2,185,007	2,210,575

PROPERTY TAX RATE COMPARISON

	2019-2020	2018-2019
Property Tax Rate	.834607/100	.830000/100
Effective Tax Rate	.834607/100	.771692/100
Effective M&O Tax Rate	.804894/100	.742507/100
Rollback Tax Rate	.869285/100	.831465/100
Debt Rate	.000000/100	.029558/100

Total debt obligation for City of Lamesa secured by property taxes: \$0.

*Proposed Property Tax Rate for FY 2019-2020 is \$.834607.

EFFECTIVE TAX RATE

Effective Tax Rate - \$.834607 per \$100 of assessed valuation

Effective Tax Rate based on Avg. Home Value =

- Avg. Home Value (2019) of \$50,003.00
- Divided by \$100 of Assessed Valuation
- Tax of \$417.32

ROLLBACK TAX RATE

Last year's adjusted operating taxes:

- (After subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures).
- The tax rate can not exceed 8% without the potential of a petition for a Rollback election. Next year this will change to 3.5%.
- This Year's Total Rollback Tax Rate is \$.869285/\$100

PROPOSED TAX RATE

Proposed Tax Rate (Effective Tax Rate) = \$.834607 / \$100

Proposed Tax Rate based on Avg. Home Value =

- Avg. Home Value (2019) is \$50,003.00
- Divided by \$100 of Assessed Valuation
- Tax of \$417.32 (\$14.23 increase over last year of \$403.09)
(*Avg. Home Value (2018) was \$48,566.15)
- Home Value of (\$100,000 / \$100) x \$.834607
- Tax of \$834.60 (\$4.60 increase from prior year of \$830.00)
- Home Value of (\$200,000 / \$100) x \$.834607
- Tax of \$1,669.21 (\$9.21 increase over prior year of \$1,660.00)
- The proposed tax rate of \$.834607 is a -0.10 percent decrease over last year's Adopted Tax Rate

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 14

Subject: **AD VALOREM TAX RATE – 2019**
Proceeding: Set Proposed Tax Rate & Vote to Hold Two (2) Public Hearings
Submitted by: City Staff
Authority: *City Charter – Article V, Taxes and Taxation*
State Law; Property Tax Code, Sec.26.06

SUMMARY STATEMENT

City council discuss and set the proposed tax rate and consider voting to hold two (2) public hearings on a proposal to increase the total tax revenues of the City of Lamesa from properties on the tax roll.
(by record vote)

COUNCIL ACTION

Discussion: _____

Motion by Council Member _____ to set the proposed tax rate at _____ and hold two (2) public hearings on a proposal to increase the total tax revenues of the City of Lamesa from properties on the tax roll on **August 22, 2019** at 5:30 p.m. and on **August 27, 2019** at 5:30 p.m.
Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

(VOTE BY SHOW OF HAND)



VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie Briseno	_____	_____	_____
Rick Moreno	_____	_____	_____
Dore Rodriquez	_____	_____	_____
Bobby G. Gonzales	_____	_____	_____
Doug Morris	_____	_____	_____

CITY MANAGER'S MEMORANDUM

Under Property Tax Code, it requires two public hearings if the proposed tax rate exceeds the effective tax rate, I recommend the following dates for our two public hearings; August 22, 2019 at 5:30 p.m. for 1st public hearing and 2nd public hearing on August 27, 2019 at 5:30 p.m. To adopt the tax rate, 1st reading of the tax ordinance will be September 3, 2019 and second reading will be on September 10, 2019. The tax rate must be officially adopted by September 29, 2019.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 15

SUBJECT: DEPT REPORT

SUBMITTED BY: City Manager

SUMMARY STATEMENT

Dept to report on current activities and answer questions from the City Council.

- a) MS Crude and Cactus Bike Ride Update.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 16

SUBJECT: CITY MANAGER REPORT

SUBMITTED BY: City Manager

SUMMARY STATEMENT

City Manager to report on current activities and answer questions from the City Council.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM:17

SUBJECT: MAYOR'S REPORT

SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future plans and goals.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 6, 2019

AGENDA ITEM: 18

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **August 20th, 2019** at 5:30 P.M."

Upcoming Meetings

- **August 13, 2019 (Tuesday) – Special Call Meeting**
 - *Budget Workshop*
- **August 15, 2019 (Thursday) – Special Call Meeting**
 - *Budget Workshop*
- **August 20, 2019 (Tuesday)-Regularly Scheduled Meeting**
- **August 22, 2019 City Council Meeting –**
 - 1st Reading of Budget Ordinance
 - 1st Public Hearing on Proposed Tax Rate if Proposed Tax Rate is higher than the Effective Rate,
- **August 27, 2019 City Council Meeting –**
 - 2nd Reading of Budget Ordinance
 - 2nd Public Hearing on Proposed Tax Rate, if Proposed Tax Rate is higher than the Effective Rate
- **Sept. 3, 2019 City Council Meeting -**
 - Ratify Proposed Tax Increase Reflected in the FY 2019/2020 Adopted Budget with record vote.
 - 1st Reading to Adopt Tax Ordinances (M&O, I&S, Combined Tax Rate) with record vote.
- **Sept. 10, 2019 City Council Meeting -**
 - 2nd Reading to Adopt Tax Ordinances (M&O, I&S, Combined Tax Rate) with record vote.
 - Authorize Warrants for FY 2019/2020
- **Sept. 17, 2019 City Council Meeting to be cancelled.**