



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, SEPTEMBER 7, 2021, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

1. CALL TO ORDER:
2. INVOCATION:
3. **AD VALOREM TAX RATE – 2021 (DEBT SERVICE TAX RATE):** Consider establishing an ad valorem tax rate for Fiscal Year 2021-2022 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of \$0.0000 per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2021 and ending September 30, 2022. *(City Manager)*
4. **AD VALOREM TAX RATE – 2021 (MAINTENANCE AND OPERATION TAX RATE):** Consider establishing an ad valorem tax rate for Fiscal Year 2021-2022 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of \$0.853826 for fiscal Year beginning October 1, 2021, and ending September 30, 2022. *(City Manager)*
5. **AD VALOREM TAX RATE – 2021:** Consider establishing an ad valorem tax rate for Fiscal Year 2021-2022 by passing on second reading an ordinance establishing the ad valorem tax rate of \$0.853826 per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions. *(City Manager)*

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.13 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.59. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

THIS BUDGET WILL RAISE MORE PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$96,360, WHICH IS A 4.13 AND OF THAT AMOUNT \$0 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

- 6. AUTHORIZE WARRANTS - GENERAL OPERATIONS:** Consider passing resolution authorizing the issuance of interest-bearing warrants, payable from the anticipated collections of the current fiscal year, not to exceed five hundred thousand dollars (\$500,000.00), to be used where funds are necessary and needed to meet current expenses of the city for the current fiscal year. *(Finance Director)*
- 7. APPROVAL TO APPLY FOR TXDOT RAMP GRANT FUNDING:** City Council to consider approving the Lamesa Municipal Airport Board to apply for TxDOT RAMP Grant funding for up to \$50,000 (no grant match required from the City). *(John Farris)*
- 8. ACCEPT RESIGNATION OF JACKIE BACHELOR:** City Council to accept resignation of Jackie Bachelor from the Municipal Golf Advisory Board and appoint Cindy Hatchett to fill the unexpired term ending on December 31, 2025.
- 9. DISCUSSION – SOLID WASTE LANDFILL FEES:** City Council to discuss Solid Waste Landfill Fees. *(City Manager)*
- 10. DISCUSSION – HARVEST FESTIVAL:** City Council to discuss Harvest Festival. *(City Manager)*
- 11. BUDGET AMENDMENT XIV:** City Council to consider amending Ordinance O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021. *(Pathfinder)) (Finance Director)*
- 12. BUDGET AMENDMENT XV:** City Council to consider amending Ordinance O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021. *(Police Vehicle Repair)) (Finance Director)*
- 13. APPOINTMENT – CITY MANAGER:** City Council to Consider taking action regarding the appointment of City Manager. *(City Council)*
- 14. RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES:** City Council to approve a resolution designating authorized signatories. The approved signatories on each account will include: Joe Hines, City Manager, Josh Stevens, Mayor, Josh Peterson, Police Chief and Betty Conde, City Secretary. *(Finance Director)*
- 15. PERSONNEL POLICY MANUAL:** City Council to consider passing a resolution approving Section 7:14 Mental Health Leave for Peace Officers of the City of Lamesa. *(Personnel Director)*
- 16. PERSONNEL POLICY MANUAL:** City Council to consider passing a resolution amending Section 2:04.02 On Call Time for the of City of Lamesa. *(Personnel Director)*
- 17. OPEN AND AWARD CONTRACT FOR LEASE OF CITY FARMLAND:** Consider awarding proposal for contract farming of up to 150 acres for the Water and Wastewater Department. Said contract farmland to be used for raising of alfalfa crops on City owned land, utilizing City supplied effluent water on a crop schedule to be determined by the City. *(City Manager & Finance Director)*

- 18.LETTER OF ENGAGEMENT FOR AUDIT SERVICES FOR FY 2021-2022:** City Council to consider approving the letter of engagement for Audit Services with Bolinger, Segars, Gilbert & Moss, L.L.P. for Fiscal Year 2021 / 2022. *(Finance Director).*
- 19.RESOLUTION APPROVING THE EXECUTION OF A FIRE SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS FOR THE FIRE PROTECTION SERVICES TO RESIDENTS OF THE UNINCORPORATED AREAS OF DAWSON COUNTY:** City Council to approve the execution of a Fire Service Agreement with Dawson County, Texas, for the Fire Protection Services to residents of the unincorporated areas of Dawson County for a period specified and authorizing the Mayor of the City of Lamesa to execute such Fire Service Agreement on behalf of the city. *(City Manager)*
- 20.RESOLUTION APPROVING THE EXECUTION OF A SOLID WASTE LANDFILL ACCESS AGREEMENT WITH DAWSON COUNTY:** City Council to approve the execution of a Solid Waste Landfill Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such solid waste landfill access agreement on behalf of the city. *(City Manager)*
- 21.RESOLUTION APPROVING THE EXECUTION OF A COMMUNICATIONS AND JAIL SERVICE AGREEMENT WITH DAWSON COUNTY:** City Council to approve the execution of a Communications and Jail Service Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such communications and jail service agreement on behalf of the city. *(City Manager)*
- 22.CITY MANAGER REPORT:** City Manager to report on current activities and answer questions from the City Council.
- 23.MAYORS REPORT:** Mayor to report on future plans and goals.
- 24.ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be October 19, 2021 at 5:30 P.M.*

Upcoming Meetings

- **September 14, 2021 (Tuesday) Regular 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., September 3, 2021** in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEMS: 1 & 2

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

The following members are present:

JOSH STEVENS	Mayor
MORGAN VERMILLION	Council Member – District 1
FRED VERA	Council Member – District 2 Mayor Pro-tem
GLORIA V RODRIQUEZ	Council Member – District 3
DORE EVAN RODRIGUEZ	Council Member – District 4
BOBBY G. GONZALES	Council Member – District 5
DOUGLAS MORRIS	Council Member – District 6

City Staff members present at the meeting:

WAYNE CHAPMAN	INTERIM City Manager
BETTY CONDE	City Secretary
RUSSELL CASSELBERRY	Attorney

Members of the press present at the meeting:

Members of the public present at the meeting:

INVOCATION:

AND PLEDGE OF ALLEGIANCE.



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM:3

SUBJECT: AD VALOREM TAX RATE – 2021 (DEBT SERVICE TAX RATE):
PROCEEDING: Ordinance; Second Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05 and 31.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2021-2022 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of **\$0.0000** per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2021 and ending September 30, 2022. (City Manager)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ must be stated as; **I MOVE THAT THE CITY ESTABLISH THE AD VALOREM TAX RATE WHICH WILL RAISE THE AMOUNT OF REVENUE REQUIRED TO PAY DEBT SERVICE AT A RATE OF \$0.0000 PER HUNDRED DOLLARS ASSESSED VALUATION FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022."**

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
JOSH STEVENS	_____	_____	_____
MORGAN VERMILLION	_____	_____	_____
FRED VERA	_____	_____	_____
GLORIA V RODRIGUEZ	_____	_____	_____
DORE RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
DOUGLAS MORRIS	_____	_____	_____

CITY MANAGER'S MEMORANDUM

Recommend approval on 2nd reading to set the Debt Service tax rate at \$0.0000 on the hundred dollars cash value.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2021-2022 AT \$0.0000 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR INTEREST AND SINKING FUND REQUIREMENTS FOR DEBT SERVICE.

On this the 31st day of August, 2021, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Govt. 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 hereby finds that this ordinance implements the ad valorem tax revenue provisions of the Operating Budget of the City of Lamesa effective for the Fiscal Year 2021-2022 required to raise the amount of revenue to pay debt service.

WHEREAS, the City Council of the City of Lamesa, Texas finds that passing said ordinance setting said tax rate for debt service is in the public interest of all of the residents of the City of Lamesa, Texas.

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

SECTION 1. There is hereby levied for the Fiscal Year 2021-2022 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lamesa, Texas, and not exempt by the Constitution of the State and valid State laws, for interest and sinking fund requirements for debt service a tax of \$0.0000 on each one hundred dollars (\$100.00) of assessed value of taxable property.

SECTION 2 The effective date of this ordinance shall be October 1, 2021.

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 7th day of September, 2021 by a super majority vote.

ATTEST:

Betty Conde
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 4

SUBJECT: AD VALOREM TAX RATE – 2021 (MAINTENANCE AND OPERATION TAX RATE)
PROCEEDING: Ordinance; Second Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on second reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of **\$0.853826** for fiscal Year beginning October 1, 2021, and ending September 30, 2022. (City Manager)

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.13 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.59. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

COUNCIL ACTION

Discussion _____

Motion by Council Member _____ must be stated as; **"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE \$0.853826 WHICH IS EFFECTIVELY A 4.92 PERCENT INCREASE IN THE TAX RATE.**

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
MORGAN VERMILLION	_____	_____	_____
FRED VERA	_____	_____	_____
GLORIA V RODRIGUEZ	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
Douglas Morris	_____	_____	_____

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2021-2022 AT \$0.853826 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE THE REVENUE REQUIRED FOR MAINTENANCE AND OPERATION EXPENDITURES.

On this the 31st day of August, 2021, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Govt. 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 hereby finds that this ordinance implements the ad valorem tax revenue provisions of the Operating Budget of the City of Lamesa effective for the Fiscal Year 2021-2022 required to raise the amount of revenue required for maintenance and operation expenditures.

WHEREAS, the City Council of the City of Lamesa, Texas finds that passing said ordinance setting said tax rate for maintenance and operation expenditures is in the public interest of all of the residents of the City of Lamesa, Texas.

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

SECTION 1. There is hereby levied for the Fiscal Year 2021-2022 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lamesa, Texas, and not exempt by the Constitution of the State and valid State laws, for maintenance and operations expenditures a tax of \$0.853826 on each one hundred dollars (\$100.00) of assessed value of taxable property.

SECTION 5. The effective date of this ordinance shall be October 1, 2021.

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 7th day of September, 2021 by a super majority vote.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 5

SUBJECT: **AD VALOREM TAX RATE – 2021**
PROCEEDING: Ordinance; Second Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on second reading an ordinance establishing the ad valorem tax rate of **\$0.853826** per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions. *(City Manager)*

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.13 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.59. {Section 26.05(b)1(A&B) OF THE PROPERTY TAX CODE}.

THIS BUDGET WILL RAISE MORE PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$96,360, WHICH IS A 4.13 PERCENT AND OF THAT AMOUNT \$0 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ must be stated as; ***"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.853826, WHICH IS EFFECTIVELY A 4.92 PERCENT INCREASE IN THE TAX RATE.***

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.13 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.59.

City of Lamesa ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."

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

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
JOSH STEVENS	_____	_____	_____
MORGAN VERMILLION	_____	_____	_____
FRED VERA	_____	_____	_____
GLORIA V RODRIGUEZ	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
DOUGLAS MORRIS	_____	_____	_____

CITY MANAGER'S MEMORANDUM

Recommend approval on 2nd reading to set the tax rate at \$0.853826 on the hundred dollars cash value.

ORDINANCE NO:

AN ORDINANCE ADOPTING AND APPROVING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT, AND ACCOUNT; APPROVING REVISED BUDGET FIGURES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AND PROVIDING A SAVINGS CLAUSE.

On the this 19th day of August, 2021, there came on and was held at the regular called meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, a budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, has been prepared by the City Manager; and

WHEREAS, the City Manager, on August 04, 2021, filed a proposed budget with the City Secretary for the Fiscal Year beginning October 1, 2021; and

WHEREAS, the City Secretary did post notice that said proposed budget had been filed and was available for public inspection; and

WHEREAS, the City Council did hold two public hearing on August 19th, 2021, and August 24th, 2021, regarding the proposed property ad valorem tax rate at \$0.853826.

WHEREAS, On August 19th, 2021, the City Council held a public hearing and adopted the 2021-2022 Budget Ordinance on 1st reading for the upcoming Fiscal Year. On August 24th, 2021, City Council will consider passing the Budget Ordinance on 2nd and final reading. It is determined the proposed budget for Fiscal Year 2021-2022 to be appropriate and correct in all respects and that all requirements of the law have been satisfied; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lamesa:

SECTION 1. Subject to the applicable provisions of the State Law and the City Charter, the budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, as filed and submitted by the City Manager, and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources provided by the city, and the projects, operations, activities and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted.

SECTION 2. (A) There is hereby appropriated from the funds indicated and for such purposes and other expenditures proposed in such budget, not to exceed for all such purposes for any department, the total amount of the estimated costs of the projects, operations, activities, purchases and other expenditures proposed for such department; and

(B) The City Manager is hereby authorized to approve the transfer of allocated amounts between classifications, departments, and unappropriated surpluses if such transfers do not significantly change the work program contemplated in the approved budget.

SECTION 3. *THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$96,360 OR 4.13% AND OF THAT AMOUNT, \$0 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR*

SECTION 4. The amounts set out under the headings "Revised or Estimated 2020-2021" shall be, and are hereby, authorized and approved as revised budget amounts for the Fiscal Year ending on September 30, 2021.

SECTION 5. Increases in rates to be amended as follows:

That Section §13.02.083 Solid Waste service rates and charges to be amended as follows:

a) Minimum rate.

The minimum rate for solid wastes service, which shall be charged to all customers, except as otherwise provided, shall be:

Residential: \$31.00 per month effective October 1, 2021

That Section§ 13.02.084 Solid Waste service rates and charges to be amended as follows:

a) Minimum rate.

Commercial: \$31.00; per month effective October 1, 2021

That Section § 13.03.216 Water rates and charges

- (4) surcharge fee based on the water meter size is assessed for Capital Improvement Project – Rehabilitation and Maintenance of the Water Elevated Storage Tanks. Rate are as follows:

Meter Size	Fee
3/4"	\$3.00
1"	\$4.00
1 1/2"	\$5.00
2"	\$6.00
3"	\$7.00
4"	\$8.00
8"	\$9.00

SECTION 6. The Investment Plan for the City has been reviewed and is approved for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022.

SECTION 7. That should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

SECTION 8. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer in force or effect.

SECTION 9. This ordinance shall become effective upon adoption of its second and final reading by the City Council of the City of Lamesa, Texas and the effective date of the ordinance and all rates and appropriations contained herein shall be October 1, 2021.

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 24th day of August, 2021, by a majority vote.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 6

SUBJECT: **AUTHORIZE WARRANTS - GENERAL OPERATIONS**
PROCEEDING: Resolution
SUBMITTED BY: City Staff
EXHIBITS: Resolution
AUTHORITY:

SUMMARY STATEMENT

Consider passing resolution authorizing the issuance of interest-bearing warrants, payable from the anticipated collections of the current fiscal year, not to exceed five hundred thousand dollars (\$500,000.00), to be used where funds are necessary and needed to meet current expenses of the city for the current fiscal year.

COUNCIL ACTION

Motion by Council Member _____ to pass a resolution authorizing the issuance of interest-bearing warrants, payable from the anticipated collections of the current fiscal year, not to exceed five hundred thousand dollars (\$500,000.00), to be used where funds are necessary and needed to meet current expenses of the city for the current fiscal year. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE ISSUANCE OF WARRANTS TO BE USED FOR DAILY OPERATIONS OF THE CITY OF LAMESA.

On this the 7th day of September 2021, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act; there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the City Council of the City of Lamesa wishes to authorize the issuance of interest-bearing warrants, payable from the anticipated collections of the current fiscal year, not to exceed five hundred thousand dollars (\$500,000.00), to be used where funds are necessary and needed to meet current expenses of the city for the current fiscal year; and

WHEREAS, said warrants are necessary for the continued operation of city departments; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, that Mayor and City Secretary be, and they are hereby authorized to issue warrants to the Lamesa National Bank not to exceed Five Hundred Thousand Dollars and no/100 (\$500,000.00), the money so obtained to be used for daily operations of the City of Lamesa to be paid out of current tax revenue.

BE IT FURTHER RESOLVED that a certified copy of this resolution be delivered to the Lamesa National Bank.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 7th day of September, 2021 by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the resolution book thereafter.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 7

SUBJECT: **APPROVAL TO APPLY FOR TXDOT GRANT FUNDING**
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to consider approving the Lamesa Municipal Airport Board to apply for TxDOT RAMP Grant funding for up to \$50,000 (no grant match required from the City). *(John Farris)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the Lamesa Municipal Airport to apply for TxDOT RAMP Grant funding for up to \$50,000. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2205LAME

Part I - Identification of the Project

TO: The City of Lamesa, Texas and The County of Dawson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Lamesa, Texas and The County of Dawson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LAMESA - LAMESA MUNI Airport.

Part II - Offer of Financial Assistance

- I. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2022, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Lamesa, Texas and The County of Dawson, Texas, do ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Lamesa, Texas

The County of Dawson, Texas

Sponsor

Sponsor

Sponsor Signature

Sponsor Signature

Mayor

Sponsor Title

County Judge

Sponsor Title

Date

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Signature

Title

Date

Attachment A

Scope of Services
TxDOT Project ID: M2205LAME

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Sponsor Signature

MAYOR

Sponsor Title

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2205LAME

The City of Lamesa, Texas and The County of Dawson, Texas, do certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor Signature

County Judge

Sponsor Title

Date

Certification of State Single Audit Requirements

I, Josh Stevens, do certify that the City of Lamesa, Texas and The County of Dawson, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Lamesa, Texas and The County of Dawson, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Lamesa, Texas and The County of Dawson, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Sponsor Signature

MAYOR
Sponsor Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2205LAME

The City of Lamesa, Texas and The County of Dawson, Texas, designates,

John FARRIS, MANAGER as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

County Judge

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

John FARRIS

First Name, Last Name

MANAGER

Title

P. O. Box 259

LAMESA, TX 79331

Address

806-759-7747

Phone Number

Airport2F5@yahoo.com

Email Address

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM:8

Subject: **ACCEPT RESIGNATION OF JACKIE BACHELOR**
Proceeding: Action
Submitted by: City Staff
Authority:

SUMMARY STATEMENT

City Council to accept resignation of Jackie Bachelor from the Municipal Golf Advisory Board and appoint Cindy Hatchett to fill the unexpired term ending on December 31, 2025.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to accept the resignation of Jackie Bachelor from the Municipal Golf Advisory Board and appoint Cindy Hatchett to fill the unexpired term ending on December 31, 2025. Motion seconded by Council Member _____ and upon being put to a vote the motion passed.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 9

SUBJECT: DISCUSS SOLID WASTE LANDFILL FEES
PROCEEDING:
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to discuss Solid Waste Landfill Fees. *(City Manager)*

DISCUSSION _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 10

SUBJECT: DISCUSS HARVEST FESTIVAL
PROCEEDING:
SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to discuss Harvest Festival. *(City Manager)*

DISCUSSION _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 11

SUBJECT: BUDGET AMENDMENT XIV

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

SUMMARY STATEMENT

Consider amending Ordinance O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.
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. 0-20-20 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2020-2021.

On the 7th day of September, 2021, 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. 0-20-20 to make certain revisions to the 2020-2021 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 2020-2021 Budget contained in Ordinance No. 0-20-20 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$60,583.35	\$60,583.35

SECTION 2. Effective date: That this Ordinance shall become effective as of this October 29th 2021.

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 September 7th 2021 by a majority vote with amendment; and on ~~October~~ 19th, 2021, 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 XIV FOR 2020/2021**

GENERAL FUND (1)

This budget amendment reflects the agreement with Pathfinder Industries LLC., for Park Maintenance services. This budget amendment totals \$60,583.35

Increase Expenditures (01-5091402) Park Maintenance	\$60,583.35
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City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 12

SUBJECT: BUDGET AMENDMENT XV

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

SUMMARY STATEMENT

Consider amending Ordinance O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance O-20-20 on first reading with respect to the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.
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. 0-20-20 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2020-2021.

On the 7th day of September, 2021, 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. 0-20-20 to make certain revisions to the 2020-2021 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 2020-2021 Budget contained in Ordinance No. 0-20-20 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
General Fund (1)	\$21,500.00	\$21,500.00

SECTION 2. Effective date: That this Ordinance shall become effective as of this October 29th 2021.

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 September 7th 2021 by a majority vote with amendment; and on October 19th, 2021, 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 XV FOR 2020/2021**

Vehicle Repair (1)

This budget amendment reflects the appropriation of \$21,500.00, for Police Department Vehicle Repairs.

Increase Expenditures (01-5063954) Vehicle Repair	\$21,500.00
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City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM:13

Subject: APPOINTMENT -CITY MANAGER

Proceeding: Action
Submitted by: City Manager
Authority:

SUMMARY STATEMENT

City Council to Consider taking action regarding the appointment of City Manager.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member to approve _____ as the City Manager. Motion seconded by Council Member _____ and upon being put to a vote the motion passed.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM:14

Subject: **RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES**
Proceeding: Action
Submitted by: City Staff
Authority:

SUMMARY STATEMENT

City Council to approve a resolution designating authorized signatories. The approved signatories on each account will include: Joe Hines, City Manager, Josh Stevens, Mayor, Josh Peterson, Police Chief and Betty Conde, City Secretary.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve resolution designating authorized signatories. The approved signatories on each account will include: Joe Hines, City Manager, Josh Stevens, Mayor, Josh Peterson, Police Chief and Betty Conde, City Secretary. Motion seconded by Council Member _____ and upon being put to a vote the motion passed.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS,
DESIGNATING AUTHORIZED SIGNATORIES**

WHEREAS, City Council to approve a resolution designating authorized signatories.

WHEREAS, it is necessary to appoint signatories to execute contractual document and financial documents, 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 include: Joe Hines City Manager, Josh Stevens, Mayor, Josh Peterson, Chief of Police, Wayne Chapman, Finance Director, and Betty Conde, City Secretary

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS on September 7, 2021

Josh Stevens, Mayor

Attest:

Betty Conde, City Secretary

Depository/Authorized Signatories Designation Form

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

Josh Stevens	Joe Hines
(Name)	(Name)
Mayor	City Manager
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories. At least two (2) signatories required).

Joe Hines	Betty Conde
(Name)	(Name)
City Manager	City Secretary
(Title)	(Title)
(Signature)	(Signature)
Wayne Chapman	Josh Peterson
(Name)	(Name)
Finance Director	Chief of Police
(Title)	(Title)
(Signature)	(Signature)

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 17, 2021

AGENDA ITEM: 15

SUBJECT: PERSONNEL POLICY MANUAL
PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Resolution
AUTHORITY: Texas Local Government Code Section 614.015, Subchapter A-1

SUMMARY STATEMENT

City Council to consider passing a resolution approving Section 7:14 Mental Health Leave for Peace Officers of the City of Lamesa. (*Personnel Director*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the personnel policy of the City of Lamesa. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

SECTION FOURTEEN: MENTAL HEALTH LEAVE FOR PEACE OFFICERS

City of Lamesa 7:14 Mental Health Leave for Peace Officers (Effective 09/01/2021)

I. PURPOSE

The purpose of this policy is to provide paid mental health leave to authorized police officers employed by law enforcement agencies due to experiencing a traumatic event in the scope of employment with the City of Lamesa, Texas. Personal trauma, such as family issues is not included for the use of such mental health leave. The City of Lamesa recognizes that mental health is just as important as maintaining physical health. The City supports establishing a workplace that is comfortable, healthy, safe, and supportive. This policy is required in accordance with Texas Local Government Code Section 614.015, Subchapter A-1.

II. APPLICABILITY

This policy applies to all appropriately licensed peace officers employed by the City of Lamesa. The Police Chief and Personnel Director will be responsible for communicating and implementing this policy as applicable.

III. DEFINITIONS

Law Enforcement Agency: An agency of the state or an agency of a political subdivision of the state authorized by law to employ peace officers.

Police Officer: An individual having met all requirements established by law and possessing the necessary licenses under the law; completed the basic licensing course; the state licensing examination; and thereafter having been appointed by Lamesa Police Department to serve as an officer.

Course and Scope of Employment: An activity of any kind or character that has to do with and originates in the work, business, trade, or profession of the employer and that is performed by an employee while engaged in or about the furtherance of the affairs or business of the employer. (Section 401.011(12) of the Texas Labor Code)

Identified Traumatic Event: Any traumatic event occurring in the course and scope of employment which results in an adverse effect on the mental health of a peace officer resulting in the documented need for mental health leave.

IV. CONDITIONS

The use of mental health leave may be granted after a peace officer experiences a traumatic event in the course and scope of employment. Traumatic events that may occur within a peace officer's career can have varying degrees of severity and effect on any one individual. Each employee may experience the same type of traumatic event differently. Below is a non-exhaustive list of possible examples of traumatic events in the course and scope of employment that can have an effect on an employee's mental health.

- An officer-involved shooting
- An investigation by an officer involving the death of individual
- An investigation by an officer involving abuse of an individual

When such a traumatic event does occur while in the course and scope of employment, it is important for management staff to recognize the fact that some employees may be negatively affected and need to be away from work to appropriately process the traumatic incident and perhaps seek mental health assistance from a professional. In addition, it is important to provide support for employees.

An officer shall be allowed up to 10 days (80 hours) of paid mental health leave per identified traumatic event.

V. ANONYMITY

The agency will keep requests to take mental health leave and any medical information related to mental health leave under this policy confidential to the extent allowed by law and separate from the employee's general personnel file. The agency cannot guarantee anonymity of information that is otherwise public or necessary to carry out the agency's duties under the law.

VI. EFFECT ON PAID LEAVE BALANCES

The agency will not reduce an eligible employee's Personnel Time Off, Sick/Leave, Vacation or Holiday Time Earned, or other paid leave balance for mental health leave taken in accordance with this policy.

VII. EMPLOYEE RESPONSIBILITIES

After experiencing an identified traumatic event while in the course and scope of employment, it is prudent for the affected employee to openly communicate his/her current mental/physical status to their supervisor. Employees should be open to suggestions by their supervisor in using mental health leave and/or seeking assistance from a crisis intervention professional. Communications/conversations regarding the affected employee's health status will be kept confidential by the supervisor and any other need-to-know management staff as required by state and federal law.

VIII. CHIEF OF POLICE OR PERSONNEL DIRECTOR RESPONSIBILITIES

Management/supervisors should privately meet with any individual who has experienced a traumatic event while in the course and scope of employment. Supervisors should ensure the employee will be supported as much as possible after experiencing the event. In addition, it is important for supervisors to determine if there is a need for the employee to use mental health leave. If a supervisor determines the employee may need advice and help from a crisis intervention professional, this should occur as quickly as possible. Any employee who requests mental health leave and/or the assistance of a crisis intervention professional after experiencing a traumatic event should be granted the request. Regarding the mental health leave, it is at the discretion of command staff in determining how long the initial mental health leave should be if medical documentation is unavailable. If additional mental health leave beyond that initially granted by command staff is needed, the supervisor will require medical documentation from the individual's treating medical provider to substantiate the need for such additional leave.

IX. DOCUMENTING MENTAL HEALTH LEAVE

Once an employee has been granted use of mental health leave, the supervisor will notify Personnel Director. The maximum number of mental health days an individual may use is 10 days (80 hours) per Identified Traumatic Event. If additional days beyond 10 are necessary, the employee must use accrued leave unless the leave is determined to be covered under workers' compensation. Request for additional leave must be substantiated in writing by the employee's treating medical provider. In addition, the employee will be required to submit to a fitness for duty examination before being allowed to return to work.

Mental health leave will run concurrently with FMLA where FMLA is available.

While utilizing mental health leave, employees will continue to earn all benefits, seniority, and applicable special pays.

X. MENTAL HEALTH SERVICES / SUPPORT AVAILABLE

Clinical Psychologist
7021 Kewanee Ave, Ste 7-101
Lubbock, Tx 79424
(806) 763-0173
crepsyoffice@gmail.com

Employee Assistance Program
3601 4th Street Room 1A300
Lubbock, Texas 79430-8119
(806) 743-1327/ 1-800-327-0328
alan.korinek@ttuhsc.edu

AN ACT

relating to adoption by law enforcement agencies of a mental health leave policy for peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 614, Government Code, is amended by adding Subchapter A-1 to read as follows:

SUBCHAPTER A-1. MENTAL HEALTH LEAVE

Sec. 614.015. MENTAL HEALTH LEAVE FOR PEACE OFFICERS. (a) In this section, "law enforcement agency" means an agency of the state or an agency of a political subdivision of the state authorized by law to employ peace officers.

(b) Each law enforcement agency shall develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment.

(c) The mental health leave policy adopted under this section must:

(1) provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave;

(2) entitle a peace officer to mental health leave without a deduction in salary or other compensation;

(3) enumerate the number of mental health leave days available to a peace officer; and

(4) detail the level of anonymity for a peace officer who takes mental health leave.

(d) The mental health leave policy adopted under this section may provide a list of mental health services available to peace officers in the area of the law enforcement agency.

SECTION 2. As soon as practicable after the effective date of this Act, each law enforcement agency shall develop the mental health leave policy required by Section 614.015, Government Code, as added by this Act.

SECTION 3. This Act takes effect September 1, 2021.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1359 passed the Senate on April 29, 2021, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1359 passed the House on May 23, 2021, by the following vote: Yeas 140, Nays 5, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 17, 2021

AGENDA ITEM: 16

SUBJECT: PERSONNEL POLICY MANUAL
PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to consider passing a resolution amending Section 2:04.02 On Call Time for the of City of Lamesa. (*Personnel Director*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve amending the personnel policy of the City of Lamesa.
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 of Lamesa
NEW Administrative Policy
(Adopted September 2021)

SECTION 2:04.02 (On Call Time)

ON CALL TIME

The vital nature of certain City services requires that some employees be available "On Call" status in the evenings, and over holidays and weekends, to ensure the continuity of those vital services. Employees in "on call" status will be paid for a minimum of thirty (30) minutes per call out if they are called to duty during the assigned "on call" period. If the time on duty exceeds the paid "on call" time, the employee will be paid for the number of extra hours worked.

Employees that complete weekly "on call" phone duty will be paid a base pay of \$35.00 for the week that employees were "on call" time.

UPDATE

The vital nature of certain City services requires that some employees be available "On Call" status in the evenings, and over holidays and weekends, to ensure the continuity of those vital services. Employees in "on call" status will be paid for a minimum of thirty (30) minutes per call out if they are called to duty during the assigned "on call" period. If the time on duty exceeds the paid "on call" time, the employee will be paid for the number of extra hours worked.

Employees that complete weekly "on call" phone duty will be paid a base pay of \$50.00 for the week that employees were "on call" time.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 17

**SUBJECT: OPEN AND AWARD PROPOSAL FOR AN AGRICULTURE
LEASE**

SUBMITTED BY: City Staff

EXHIBITS:

AUTHORITY: State Law; Local Government Code, Sec. 252.001 et seq.

SUMMARY STATEMENT

Consider awarding proposal for contract farming of up to 150 acres of land for the Water and Wastewater Department. Said contract farming to include the raising of alfalfa crops on City owned land, utilizing City supplied effluent water on a crop schedule to be determined by the City.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to award contract to _____
for contract farming of up to 150 acres of land for the Water and Wastewater Department. Said
contract farming to include the raising of alfalfa crops on City owned land, utilizing City supplied
effluent water on a crop schedule to be determined by the City. Motion seconded by Council Member
_____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 18

SUBJECT: LETTER OF ENGAGEMENT FOR AUDIT SERVICES FOR
FY 2021 / 2022
PROCEEDING: Action
SUBMITTED BY: City Staff
EXHIBITS: Letter of Engagement

SUMMARY STATEMENT

City Council to consider approving the letter of engagement for Audit Services with Bollinger, Segars, Gilbert & Moss, L.L.P. for Fiscal Year 2021 / 2022. *(Finance Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve the letter of engagement for Audit Services with Bollinger, Segars, Moss, L.L.P. for Fiscal Year 2021/2022. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

PHONE: (806) 747-3806

FAX: (806) 747-3815

8215 NASHVILLE AVENUE

LUBBOCK, TEXAS 79423-1954

August 24, 2021

City Council
City of Lamesa, Texas
601 South First Street
Lamesa, Texas 79331

We submit the enclosed audit agreement for the year ended September 30, 2021. If the terms are acceptable, please have the agreement signed by a corporate officer and return one to us.

We appreciate the opportunity to continue as your auditor. If you have any questions or need additional information, please let us know.

Very truly yours,

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

By: *David Copeland*

David Copeland, Partner

Enclosures

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

PHONE: (806) 747-3806

FAX: (806) 747-3815

8215 NASHVILLE AVENUE

LUBBOCK, TEXAS 79423-1954

August 24, 2021

City Council
City of Lamesa, Texas
601 South First Street
Lamesa, Texas 79331

We are pleased to confirm our understanding of the services we are to provide City of Lamesa, Texas for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Lamesa, Texas as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Lamesa, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Lamesa, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Schedule of Changes in the Plan's Net Pension Liability and Related Ratios – TMRS
- 2) Schedule of Employer Contributions – TMRS
- 3) Notes to the Required Supplementary Information – TMRS
- 4) Schedule of Changes in the Plan's Net Pension Liability and Related Ratios – TESRS
- 5) Schedule of Employer Contributions – TESRS
- 6) Notes to the Required Supplementary Information – TESRS
- 7) Budgetary Comparison Schedule – General Fund
- 8) Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies City of Lamesa, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet – Non-Major Governmental Funds

- 2) Combining Statement of Revenues, Expenditures, and Changes In Fund Balances – Non-Major Governmental Funds
- 3) Supplementary Financial Data Schedule - Balance Sheet
- 4) Supplementary Financial Data Schedule - Revenue and Expense

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Lamesa, Texas' and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, and noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Lamesa, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

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

We have identified the following significant risks of material misstatements as a part of our pre-audit planning, which modifications may be made during the conclusion of our audit planning:

1. Management override of controls.
2. Improper revenue recognition due to fraud or other factors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Lamesa, Texas' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

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

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Bolinger, Segars, Gilbert & Moss, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bolinger, Segars, Gilbert & Moss, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

David Copeland is the engagement partner and is responsible for supervising the engagement and signing the reports, and whom any complaints or disputes should be directed.

We estimate that our fee for these services will be \$27,000, including travel and other out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree that you will obtain our consent prior to reproducing our report for any reason.

We will comply with our professional ethics as defined by the American Institute of Certified Public Accountants. Compliance with professional ethics includes compliance with independence requirements as defined by auditing standards generally accepted in the United States of America.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

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

Very truly yours,

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

By: David Copeland

David Copeland, Partner

RESPONSE:

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

By: _____

Title: _____

Date: _____



CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Partners of Bolinger, Segars, Gilbert & Moss, LLP
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, compliance audits under the Single Audit Act, and audits of employee benefit plans.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

Members: American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants
AICPA Private Companies Practice Section
AICPA Employee Benefit Plan Audit Quality Center
AICPA Government Audit Quality Center

1501 E Mockingbird Lane, Suite 300
PO Box 3750
Victoria, Texas 77903-3750
Phone: 361.575.0271
Fax: 361.578.0880
Website: BMCcpa.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bolinger, Segars, Gilbert & Moss, LLP has received a peer review rating of *pass*.

Bumgardner, Morrison & Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP
October 22, 2020

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 19

SUBJECT: RESOLUTION APPROVING THE EXECUTION OF A FIRE SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS FOR THE FIRE PROTECTION SERVICES TO RESIDENTS OF THE UNINCORPORATED AREAS OF DAWSON COUNTY

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve the execution of a Fire Service Agreement with Dawson County, Texas, for the Fire Protection Services to residents of the unincorporated areas of Dawson County for a period specified and authorizing the Mayor of the City of Lamesa to execute such Fire Service Agreement on behalf of the city.

COUNCIL ACTION

Discussion _____

Motion by Council Member _____ to. approve a Resolution for the execution of a Fire Service Agreement with Dawson County, Texas, for the Fire Protection Services to residents of the unincorporated areas of Dawson County for a period specified and authorizing the Mayor of the City of Lamesa to execute such Fire Service Agreement on behalf of the city. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A FIRE SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS, FOR THE FIRE PROTECTION SERVICES TO RESIDENTS OF THE UNINCORPORATED AREAS OF DAWSON COUNTY FOR A PERIOD SPECIFIED AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE SUCH FIRE SERVICE AGREEMENT ON BEHALF OF THE CITY.

On the 7th day of September, 2021, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to enter into an agreement with Dawson County, Texas, to provide for fire protection services pursuant to the Interlocal Cooperation Act of the State of Texas.

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

That the City of Lamesa, Texas, enter into that FIRE SERVICE AGREEMENT with Dawson County, Texas, a copy of which is attached to this resolution; and

That the Mayor of the City of Lamesa be, and he is hereby, authorized to execute such FIRE SERVICES AGREEMENT on behalf of the City of Lamesa, and such FIRE SERVICES AGREEMENT, when executed by the Mayor of the City, shall be, in all respects, valid and binding upon the City of Lamesa in accordance with all of the provisions of such agreement.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 7th day of September, 2021 by a majority vote.

PASSED AND APPROVED the 7th day of September, 2021.

ATTEST

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

THE STATE OF TEXAS }{

FIRE SERVICE CONTRACT

COUNTY OF DAWSON }{

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS EVIDENCE IN WRITING of a contract this day entered into by and between the CITY OF LAMESA, a municipal corporation organized and existing under and by virtue of the laws of the State of Texas, hereinafter called "City" and the COUNTY OF DAWSON, a political subdivision of the State of Texas, hereinafter called "County,"

WITNESSETH:

The City and County, acting herein and through their respective governing bodies, agree as follows:

1.

It is the intent of the parties hereto to comply with the Acts of 1971, 62nd Texas Legislature, P. 1971, Ch 513, the Interlocal Cooperation Act, further defined as Art. 4413 [32c], Vernon's Texas Civil Statutes and Section 352.001 of the Local Government Code which provides that the City and County may contract with other local governments to provide services for the public health and welfare, which services include fire protection services.

2.

As used in this contract

- (1) "Fire Department" shall be the paid fire department of the City of Lamesa, Texas.
- (2) "Lamesa Volunteer Fire Department" shall be the chartered volunteer fire department acting as agents of the City of Lamesa, Texas.
- (3) "Firefighting equipment and personnel" shall include such firefighting equipment owned and maintained by the City, its paid firefighters, and the members of the Lamesa Volunteer Fire Department.
- (4) "County fire call" shall mean any response to a request for fire services to which the City dispatches any equipment or personnel to a place outside the city limits of the City and within any unincorporated area of the County under the terms and conditions of the contract.
- (5) Any response that involves fire or rescue of individuals in an emergency situation.
- (6) "Adequate training" shall mean such training obtained by paid firefighters of the Lamesa Fire Department to meet the certification standards required by the State of Texas for firefighting personnel; and that by obtaining and maintaining said certification any paid firefighter shall be deemed as having "adequate training" under the terms of this contract. This term shall also apply to members of the Lamesa Volunteer Fire Department.

3.

The City owns certain firefighting equipment and employs certain fire-fighting personnel used to combat fires and perform rescues of entrapped victims, which it agrees to make available, dispatch and respond to fire and rescue emergencies occurring in those unincorporated portions of Dawson County, Texas not within the City Limits of the City of Lamesa, Texas (sometimes referred to herein as county calls) on the terms and conditions hereinafter set out.

4.

The term of this agreement will be for one year, commencing October 1, 2021, and terminating at midnight on September 30, 2022; provided however, that agreement can be automatically renewed for successive one year terms and for no more than two (2) additional terms unless and until either party terminates the agreement by giving thirty days written notice to the other party hereto.

5.

The County shall pay the City as consideration for this contractual sum equal to twenty-five percent (25%) of the actual amount expended for the operation of the Fire Department of the City of Lamesa for the current year, including all expenditures for personnel services, supplies, building and equipment maintenance, sundry, and miscellaneous services and capital purchases necessary for the operation of the department, including the Lamesa Volunteer Fire Department. Said sum shall be paid at the end of the fiscal year after the County receives a detailed list and copies of all invoices for year. The list and invoices will be verified by the Fire Chief and submitted to the Commissioners Court for approval.

6.

In addition to the above consideration, the County agrees to pay to the Lamesa Volunteer Fire Department for each county fire call to which volunteers respond a sum of money to be calculated by the following formula:

"Total mileage to the fire from the City's Fire Station on South Dallas Avenue in Lamesa, times total number of volunteer vehicles responding to the call, times the mileage fee paid by the County to its employees, times two. The consideration to be paid to the Lamesa Fire Department (mileage) shall be paid by Dawson County to the Lamesa Volunteer Fire Department volunteers quarterly.

6a

In addition to the above consideration, the County may at the request of the City, City Manager, Fire Chief or Mayor, financially assist with any major equipment needs of the Fire Department. The specifications for said equipment shall be approved by the Fire Chief, Chief of the Volunteer Fire Department and the City Manager of the City. The City shall maintain all pieces of equipment owned and operated by the City of Lamesa.

7.

It is further provided that in addition to the above consideration, the County agrees to reimburse the City for any additional expenses required to provide effective fire and emergency response services to the County. Said expenses shall include any costs incurred by the City to effectively meet any Federal or State mandates or requirements related to providing fire services to sites in the County containing hazardous chemicals or substance as detailed in the SARA Title III regulations. Said consideration shall be paid to the City by County simultaneously with an in addition to the next quarterly payment following the incurring of said expense by the City.

8.

It is specifically provided, in accordance with Section 352.004 of the Local Government Code, that the acts of any person or persons while fighting fires, traveling to and from fires or in any manner furnishing fire protection the citizens of the County outside the City Limits of the City shall be considered as the acts of agents of the County in all respects, notwithstanding such person or persons may be regular employees or firemen or volunteer firemen of the City. It is further provided that the County agrees to maintain insurance that will cover such persons to the maximum liability limits under the so-called Texas Tort Claims Act as it now exists and as it may be amended from time to time. It is also further provided that should any person assert a claim, cause of action, or file any suit for damages to their person or property as the result of the acts or omissions of the City or its employees when performing their duties pursuant to this contract, then in such event, the County does hereby agree, at its own expense, to defend all such claims, causes of actions, or suits of any nature whatsoever, and to indemnify and hold the City harmless from any loss or expense as the result of any such claim or suit, for any loss due to negligence on the part of the City in failing to provide adequate training for the proper fulfillment of the firefighting task and not otherwise covered by the provisions of Section 352.004 of the Local Government Code.

9.

It is expressly understood and agreed by and between the parties hereto that the placement of the City's firefighting equipment and personnel and the

manner of fighting fires shall at all times be under the discretion and direction of the City Fire Chief or the Chief of the Volunteer Fire Services. It is specifically agreed that the firefighting equipment and personnel of the City shall give priority to calls within the city limits of the City of Lamesa, if at any time it is determined by the supervising officer of the City Fire Department, that an emergency condition exists within the city limits of the City, then any and all calls originating outside the city limits may be redirected by the acting command of the Fire Department. Provided, however, that the City is obliged to exercise good faith in providing fire protection services outside the city limits but within the County at all times. In connection with the determination of an emergency under this paragraph, the decision of the acting commander shall be final and shall not be subject to review by the governing bodies of the City or County. The equipment and personnel utilized by the City in performing its firefighting obligations under the terms and conditions set out herein shall be stationed and maintained within the city limits of the City and at such places as may be designated by the City. It is further provided that the City is not obligated to maintain any stand by fire protection facilities at places within Dawson County other than specified herein.

10.

County shall have the right, at any time, to examine the books and records of the City to verify the amounts expended and/or budgeted for operation of the Fire Department of the City. Any amounts owed by County to City for compensation owed hereunder, or any amounts owed by City to County for overpayment of compensation paid hereunder, shall be paid within 60 days of the termination of this agreement.

11.

This contract does not confer any ownership rights to the County in the City's firefighting equipment and shall in no way entitle the County to a voice in the manner of financing, equipping, maintaining or operating the City's Fire Department.

12.

This contract contains the entire agreement. There are no other agreements, oral or written, and the terms of this contract can be amended only by written agreement signed and ratified by both parties.

EXECUTED this the 7th day of September, 2021.

ATTEST:

THE CITY OF LAMESA

Betty Conde
City Secretary

By: _____
Josh Stevens
Mayor

ATTEST:

DAWSON COUNTY, TEXAS

Clare Christy
County Clerk

By: _____
Foy O'Brien
County Judge

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 20

**SUBJECT: RESOLUTION APPROVING THE EXECUTION OF A SOLID
WASTE LANDFILL ACCESS AGREEMENT WITH DAWSON
COUNTY**

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve the execution of a Solid Waste Landfill Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such solid waste landfill access agreement on behalf of the city.

COUNCIL ACTION

Discussion _____

Motion by Council Member _____ to. approve a Resolution for the execution of a Solid Waste Landfill Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such solid waste landfill access agreement on behalf of the city. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A SOLID WASTE LANDFILL ACCESS AGREEMENT WITH DAWSON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE SUCH SOLID WASTE LANDFILL ACCESS AGREEMENT ON BEHALF OF THE CITY.

On the 7th day of September, 2021, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to enter into an agreement with Dawson County, Texas, to furnish SOLID WASTE LANDFILL ACCESS to the residents of the unincorporated areas of Dawson County pursuant to the Interlocal Cooperation Act of the State of Texas.

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

That the City of Lamesa, Texas, enter into that SOLID WASTE LANDFILL ACCESS AGREEMENT with Dawson County, Texas, a copy of which is attached to this resolution; and

That the Mayor of the City of Lamesa be, and he is hereby, authorized to execute such SOLID WASTE LANDFILL ACCESS AGREEMENT on behalf of the City of Lamesa, and such SOLID WASTE LANDFILL ACCESS AGREEMENT, when executed by the Mayor of the City, shall be, in all respects, valid and binding upon the City of Lamesa in accordance with all of the provisions of such agreement.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 7th day of September, 2021, by a majority vote.

PASSED AND APPROVED the 7th day of September, 2021.

ATTESTED:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

THE STATE OF TEXAS
COUNTY OF DAWSON

}
}

SOLID WASTE LANDFILL
ACCESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS EVIDENCE IN WRITING of a contract this day entered into by and between the CITY OF LAMESA, a municipal corporation organized and existing under and by virtue of the laws of the State of Texas, hereinafter called City and the COUNTY OF DAWSON, a political subdivision of the State of Texas, hereinafter called County;

WITNESSETH:

The City and County, acting herein and through their respective governing bodies, agree as follows:

1.

It is the intent of the parties hereto to comply with the Interlocal Cooperation Act and Section 791 of the Government Code of the State of Texas, which provides that a local government may contract with other local governments to provide governmental functions and services, and such services, include waste disposal.

2.

As used in this contract:

(a) "Sanitation department" shall be the sanitation department of the City of Lamesa, Texas.

(b) "Solid waste landfill" shall be the state permitted Class I sanitary landfill owned and operated by the City of Lamesa, Texas.

(c) "County solid wastes" shall mean any solid wastes originating from a place outside the city limits of the City and within any unincorporated area of Dawson County, Texas under the terms and conditions of this contract.

(d) "Solid waste management ordinance" shall mean Chapter 71 of the Code of Ordinances of the City of Lamesa regulating the management of solid wastes within the city, including the disposal of wastes at the solid waste landfill.

(e) "Prohibited waste" shall mean material named by the Texas Commission on Environmental Quality, Texas Department of Health, the Federal Environmental Protection Agency or any other Federal, State, or local agency having jurisdiction which is prohibited to be placed in a permitted sanitary landfill as operated by the City.

(f) "Solid waste" shall mean any garbage, rubbish, refuse, sludge from a wastewater treatment plant, and any other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial,

mining, and agricultural operations, and from community and institutional activities, but does not include:

- (1) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued pursuant to Chapter 26 of the Water Code;
- (2) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements;
- (3) waste materials, which result from activities associated with the exploration, development, or production of oil or gas and are subject to control by the Railroad Commission of Texas.

(g) "Special wastes" shall mean any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics or biological properties require special handling and disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes include, but are not limited to:

- (1) hazardous wastes from small generators that may be exempt from full controls under State solid waste regulations;
- (2) Class I industrial nonhazardous waste not routinely collected with municipal solid waste;
- (3) infectious and pathological wastes from health care facilities, veterinary hospitals, or laboratories;
- (4) municipal wastewater treatment plant sludges that have not been treated by one of the processes prescribed in federal regulations under 40 CFR Part 257, Appendix II;
- (5) septic tank pumpings;
- (6) grease trap wastes;
- (7) wastes from commercial or industrial wastewater treatment plants (except domestic sewage); air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has not been listed as a commercial product in 40 CFR {261.33(e) or (f);
- (8) slaughterhouse wastes;
- (9) dead animals;
- (10) drugs, contaminated foods, or drink products, other than those contained in normal household wastes;

(11) intact and unrinsed pesticide (insecticide, herbicide, fungicide, or rodenticide) containers; and

(12) discarded materials containing asbestos.

(h) "Private hauler" shall mean a person or business, other than the City of Lamesa, that engages in the collection and transportation of solid wastes within or without Dawson County.

(i) "Industrial wastes" shall mean all wastes so designated by Section 325.5 of the Municipal Solid Waste Regulations as adopted by the Texas Commission on Environmental Quality.

U) "Interlocal Cooperation Act" shall mean the Interlocal Cooperation Act, Section 791 of the Local Government Code of the State of Texas.

(k) "County resident" or "resident," shall mean any person residing in the unincorporated portions of Dawson County, Texas.

3.

The City owns a Class I Sanitary Landfill permitted by the Texas Commission on Environmental Quality, such being a governmental function for which the City is legally authorized to perform. The City agrees to make available to residents of the unincorporated portions of Dawson County, Texas not within the City Limits of the City, access to said landfill for the disposal of county solid wastes on the terms and conditions hereinafter set out. This agreement is authorized under the provisions of Section 71.058(f) of the Code of Ordinance of the City of Lamesa.

4.

The term of this agreement will be for one year, commencing October 1, 2021, and terminating at midnight on September, 31, 2022; provided however, this agreement will be automatically renewed for successive one year terms and for no more than two

(2) additional terms unless and until either party terminates the agreement by giving thirty days written notice to the other party hereto.

5.

The County agrees to, in accordance with the provisions of the Interlocal Cooperation Act, pay to the City out of current revenues available to the County, the yearly total sum of \$70,340.00, with such sum being payable in arears at the rate of \$17,585.00 per quarter. The first \$17,585.00 payment is due and payable on January 1, 2022, and a like payment shall be due and payable on the first day of each succeeding quarter thereafter during the term of this agreement.

6.

In addition to the above consideration, the County agree to reimburse the City for any additional expenses required to provide solid waste landfill services to the County. Said expenses shall include any costs incurred by the City to remediate any condition brought about as a consequence of the City providing such services to the County.

7.

It is further provided that should any person assert a claim, cause of action, or file any suit for damage to their person or property, caused by reason of the disposal of county waste in the City's sanitary landfill, then in such event, the County does hereby agree, at its own expense, to defend all such claims, causes of actions, or suits arising from such disposal of county waste, with counsel acceptable to the City, and if judgment be taken against the City as the result of such claims or suit, then the County does hereby agree to indemnify and hold the City harmless from all cost and expense in connection therewith.

8.

It is expressly understood and agreed by and between the parties hereto that the operation of the City's solid waste landfill, its equipment and personnel, the manner of operation and the volume, composition and character of the county solid wastes to be accepted at said landfill shall at all times be under the discretion and direction of the City. It is specifically agreed that if at any time it is determined by the city manager, director of public works or any designated employee of the Sanitation Department, that the acceptance of any county solid waste is detrimental to the interests of the city, then the disposal of said solid wastes may be refused. It is further provided that the City is not obligated to accept county solid wastes other than specified herein.

9.

It is provided that in respect to access to the solid waste landfill:

(a) County residents, subject to the terms of this agreement, may have the same rights of access to the landfill as city residents paying the monthly residential sanitation service fee. Such County residents may dispose of approved residential wastes at the landfill, at the rate of 2,000 pounds per month according to the City Code of Ordinances 71.058, at no charge, provided that they exhibit proof of residence in said county upon entering the landfill.

(b) That if the rules or access limits applicable to city residents changes or is further restricted in any way during the term of this agreement, then the same rules or access limits apply in all respects to county residents as well.

(c) As per City of Lamesa Code of Ordinances Chapter 71.031(i) "It shall be unlawful for any person to deposit or dispose of any solid wastes in a collection container if that person is not a current paying customer of the City's sanitation service." Therefore, any County resident who utilizes City collection containers other than those provided at

the City of Lamesa landfill, will be issued a citation and fined the appropriate amount set by the City Municipal Court.

10.

It is provided that the following restrictions on the disposal of county solid wastes shall apply in all respects to the terms of this agreement:

(a) The disposal of any and all county solid wastes in the solid waste landfill shall be at the discretion of the city and the city shall not be responsible for the acceptance of any wastes into said landfill for any reason whatsoever if the acceptance is not deemed to be in the city's interest by the city manager, director of public works or any designated employee of the Sanitation Department; and if it is determined that said acceptance will cause problems in maintaining full and continuous compliance with city ordinances and any applicable federal or state statutes or regulations.

(b) All county solid wastes requiring special handling by federal, state, or local regulation, if accepted, shall be charged for on a basis of actual costs incurred by special handling. Said costs shall include all administrative, labor, equipment, engineering, and property costs associated with accepting said wastes.

(c) No petroleum product contaminated soils or associated materials shall be accepted under the provisions of this agreement which originate outside the city limits of the City of Lamesa except that such soils may be accepted under a separate agreement with the city manager at rates to be set by the city manager.

(d) No waste which may be designated as a prohibited waste by the Texas Commission on Environmental Quality, the Federal Environmental Protection Agency or any other Federal, State, or local agency having jurisdiction to declare certain materials as hazardous or injurious to man or the environment shall be accepted.

(e) No wastes which may be designated as special wastes by the Texas Commission on Environmental Quality and not allowed elsewhere herein shall be accepted.

(f) No industrial solid wastes originating outside of the city limits of the City of Lamesa shall be accepted; except by a special written contract approved by the city manager and accompanied by a fifty thousand dollar (\$50,000.00) bond to ensure environmental compliance for the permitted and post closure life of the landfill for any Class I or II wastes accepted. Industrial solid wastes originating within the County may be accepted only under the following conditions:

- (1) Class I industrial solid wastes are prohibited, except with prior written approval of the Texas Department of Health and/or Texas Resources Conservation Commission and a written contract approved by the city manager; provided the acceptance of such waste does not interfere with site operation and is accompanied by said bond to ensure environmental compliance for the permitted and post closure life of the landfill for any Class I wastes accepted.

- (2) Class II industrial solid wastes, except special wastes, may be accepted only with the expressed approval of the city manager; provided the acceptance of such waste does not interfere with site operation and is accompanied by said bond to ensure environmental compliance for the permitted and post closure life of the landfill for any Class II wastes accepted.
- (3) Class III industrial solid waste may be accepted only with the expressed approval of the director of public works, provided the acceptance of such waste does not interfere with the operation of the landfill.

(g) The following agricultural wastes shall not be accepted at or disposed of in the sanitary landfill:

- (1) chemically delinted cotton seed; and
- (2) pesticide (insecticide, herbicide, fungicide, or rodenticide) containers that have not been triple rinsed and punctured in accordance with state regulations; and
- (3) cotton burrs; and
- (4) any other agricultural chemical which may require special handling under state or federal laws or regulations.

11.

It is understood and agreed that should the City's sanitary landfill permit be jeopardized in any manner as a result of accepting county solid wastes, the City agrees to have the right to terminate this agreement upon immediate notice, either written or oral, to the County.

12.

This agreement does not confer any ownership rights to the County in the City's solid waste landfill or its equipment and shall in no way entitle the County to a voice in the manner of financing, equipping, maintaining or operating the City's solid waste landfill. It is further provided that the provisions of the Solid Waste Disposal Act and Section 361.01 of the Health and Safety Code of the State of Texas shall not apply to the terms of this agreement, to the provision of services by the City, or to the landfill facility owned and operated by said city.

13.

It is specifically understood that the terms of this agreement does not confer any responsibility or duties upon the city or any of its agents for the collection and transportation to said landfill of any county solid wastes as may be covered by this agreement or otherwise.

14.

It is specifically understood that this agreement does not provide for the disposal of county solid wastes by third party private haulers who may provide collection services within the jurisdiction of the county. Said disposal shall be covered by a separate contract between the City and said private hauler.

15.

It is further provided that:

(a) the acts of any person or persons disposing of county solid wastes shall be governed by the terms of Chapter 71 of the Code of Ordinances of the City or any subsequent solid waste management ordinance of the City; and

(b) that in accordance with the provisions of the Interlocal Cooperation Act, the City retains the authority to apply such rules, regulations, and ordinances to the provision of solid waste landfill services as may be covered in this agreement; and

(c) that the provisions of the Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code shall apply and the City of Lamesa shall exercise all authority granted under said statute in relation to county solid waste; and that when it appears that a violation of said statute, or any rule, regulation, permit, license, or other order of the Texas Department of Health granted in said statute occurs or is occurring within the jurisdiction or extraterritorial jurisdiction of the City of Lamesa; or is causing or will cause injury to or an adverse effect on the health, welfare or physical property of the city or its inhabitants; the terms of this agreement shall not in any way prohibit or restrict the City from causing a civil suit to be instituted in district court through its own attorney for the injunctive relief or civil penalties, or both, as authorized in said statute, against the person who committed, is committing, or is threatening to commit the violation.

16.

It is specifically understood that the County may not transfer or assign any interest in this agreement to a third party or contract with or allow any third party to use said solid waste landfill facilities as covered by the terms of this agreement.

17.

It is specifically understood that any dispute over technical or policy issues relating to the terms of this agreement, that may occur during the term of this agreement, shall be resolved by mutual consent of the city manager of the City and the county judge of the County. Any such resolution shall be committed to written form, distributed to the city council of the City and the commissioner's court of the County, and included as an attachment to this agreement. If an agreement cannot be reached, the issue shall be referred to the city council of the City for final resolution after notice is given to the commissioner's court of the County of a time and place for consideration of said matter.

18.

It is specifically understood that in the event that any section, subsection, sentence, clause or phrase of this agreement is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this agreement.

19.

It is specifically understood that the City may terminate this agreement in the event the City chooses to close its landfill.

20.

The provisions of this agreement are to be cumulative and all other contracts, agreements, or parts of contracts or agreements, whether written or oral, governing or regulating the same subject matter as that covered herein are hereby expressly repealed.

21.

Either party agree to have the right to terminate this agreement upon thirty (30) days written notices to the other party hereto.

22.

It is specifically understood that if the City for any cause, fails to dispose of solid waste as provided for in this agreement or fails to operate the facility as herein specified and is unable to resume performance at the end of thirty (30) consecutive days, the County, at its option and after sending written notice to the City, shall have no further liability for payment of the charges agreed to herein.

23.

This contract contains the entire agreement. There are no other agreements, oral or written, and the terms of this contract can be amended only by written agreement signed and ratified by both parties or as otherwise provided herein.

EXECUTED on this the 7th day of September, 2021.

ATTEST

THE CITY OF LAMESA

Betty Conde, City Secretary

By: _____
Josh Stevens, Mayor

ATTEST

DAWSON COUNTY

Clare Christy, County Clerk

By: _____
Foy O'Brien, County Judge

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 21

SUBJECT: RESOLUTION APPROVING THE EXECUTION OF A COMMUNICATIONS AND JAIL SERVICE AGREEMENT WITH DAWSON COUNTY

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve the execution of a Communications and Jail Service Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such communications and jail service agreement on behalf of the city.

COUNCIL ACTION

Discussion _____

Motion by Council Member _____ to. approve a Resolution for the execution of a Communications and Jail Service Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such communications and jail service agreement on behalf of the city. Motion seconded by Council Member _____ and upon being put to a vote the motion passed.

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

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A COMMUNICATIONS AND JAIL SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE SUCH COMMUNICATIONS AND JAIL SERVICE AGREEMENT ON BEHALF OF THE CITY.

On the 7th day of September, 2021, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to enter into an agreement with Dawson County, Texas, to provide for communications and jail services pursuant to the Interlocal Cooperation Act of the State of Texas.

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

That the City of Lamesa, Texas, enter into that COMMUNICATIONS AND JAIL SERVICE AGREEMENT with Dawson County, Texas, a copy of which is attached to this resolution; and

That the Mayor of the City of Lamesa be, and he is hereby, authorized to execute such COMMUNICATIONS AND JAIL SERVICE AGREEMENT on behalf of the City of Lamesa, and such COMMUNICATIONS AND JAIL SERVICE AGREEMENT, when executed by the Mayor of the City, shall be, in all respects, valid and binding upon the City of Lamesa in accordance with all of the provisions of such agreement.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 7th day of September 2021, by a majority vote.

PASSED AND APPROVED the 7th day of September, 2021.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

THE STATE OF TEXAS }
COUNTY OF DAWSON }

COMMUNICATIONS AND JAIL
SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS IS EVIDENCE IN WRITING of an agreement this day entered into by and between the CITY OF LAMESA, a municipal corporation organized and existing under and by virtue of the laws of the State of Texas, hereinafter called City and DAWSON COUNTY, a political subdivision of the State of Texas, hereinafter called County;

WITNESSETH:

WHEREAS, the County in cooperation with the City join together in this agreement to provide for the public safety of the residents of the City and County; and

WHEREAS, it is in the best interest of the public to avoid duplication of facilities, personnel, and equipment and generally improve coordination of law enforcement efforts in the community; and

WHEREAS, it is in the best interest of the public health and welfare of the people of the respective jurisdictions to have such services available in the community; and

WHEREAS, it is the intent of the parties hereto to comply with the provisions of the Interlocal Cooperation Act, further defined as Chapter 791 of the Local Government Code of the State of Texas which provides that the City and County may contract with other local governments to provide governmental functions and services, and such services include jail and communications services.

NOW THEREFORE, the City and County, acting herein through their respective governing bodies agree as follows:

1.

As used in this agreement:

- (a) "Police department" shall be the police department of the City of Lamesa, Texas.
- (b) "Chief of Police" shall be the chief of police of the City of Lamesa.
- (c) "Sheriff's office" shall be the sheriff's office of Dawson County, Texas.
- (d) "Sheriff" shall be the sheriff of Dawson County, Texas.
- (e) "Services" shall be jail services as provided by the County and communication services as provided by the City.
- (f) "Prisoner" shall mean any person that has been arrested or taken into custody by an officer or person executing a warrant of arrest, or a person

- (g) arrested without a warrant and shall include all prisoners legally required to be incarcerated in the County Jail as well as city prisoners as defined herein.
- (h) "City Prisoner" shall mean a person that has been arrested or taken into custody by an officer or person executing a warrant of arrest, or a person arrested without a warrant for a Class "C" misdemeanor offense within the jurisdiction of the municipal court and not otherwise required to be incarcerated in the County Jail.
- (i) "Interlocal cooperation act" shall mean the provisions of the Interlocal Cooperation Act, further defined as Chapter 791 of the Local Government Code of the State of Texas.

2.

The City agrees to furnish the following communications services to the Sheriff's Office

- (a) a public safety answering point that:
 - (1) is operated continuously; and
 - (2) is assigned the responsibility to receive 9-1-1 calls, and as appropriate, to dispatch emergency response services directly to or to transfer or relay emergency 9-1-1 calls to other public safety agencies; and
 - (3) is the first point of reception by a public safety agency of a 9-1-1 call for a person seeking law enforcement, fire, medical rescue and other emergency services available in the county.
- (b) police radio communications and dispatch services to the Dawson County Sheriff's Office, including access to inquiries to the Texas Law Enforcement Telecommunications Service (TLETS) computer database on a 24 hour a day basis.
- (c) One additional dispatcher to assist with powershift on weeknights and weekends (1 FTE to be added in FY 2019/2020).

3.

In consideration of such services, the Sheriff and County agree that henceforth Sheriff will:

- (a) house, support, maintain, and confine in the Dawson County jail all persons arrested by a city police officer and those charged by complaint with an offense within the jurisdiction of the municipal courts, and all

- (b) persons committed to jail by a municipal judge, all of said persons being hereinafter called city prisoners, and
- (c) provide the City with copies of prisoners records upon completion of book-in, to include a book-in card, property record form, medical exam form, Miranda rights form, and a mug-shot photograph; and
- (d) provide a space to the municipal judge, or any other magistrate acting upon behalf of the municipal judge, a place for arraignment proceedings and other formal hearings as maybe required; and to make prisoners available to said judge or magistrate at said place for such arraignment or hearings as may be required by law.

4.

In addition to all prisoners legally required to be incarcerated in the County Jail; it is mutually agreed that upon presentation by a city police officer of a city prisoner and either a signed complaint sworn to before competent authority or a commitment or warrant signed by a municipal court judge, Sheriff will book the city prisoner in the Dawson County Jail and be responsible for the care and custody of the city prisoner and his property.

Sheriff further agrees:

- (1) not release from custody a city prisoner who has been booked into the Dawson County Jail until said prisoner's discharge is lawfully ordered by the Judge of the Municipal Court or an appropriate magistrate; and
- (2) to accept such bail bonds as may be authorized by the Judge of the Municipal Court or an appropriate magistrate and to transmit said bonds to the proper authority in a timely manner.

5.

City agrees to furnish all necessary medical treatment and hospitalization for all city prisoners whether they become injured or sick before or after being booked into the Dawson County Jail except for any medical attention required because of any act or omission on part of County. As to the city prisoners that are actually lodged in the Dawson County Jail, sheriff agrees that he will notify the Chief of Police and the Municipal Court Judge regarding summoning necessary medical help and transport with consent said prisoners to a hospital when necessary, without undue delay.

6.

The term of this agreement shall be for one year, commencing October 1, 2021, and terminating at midnight on September 30, 2022; unless either party terminates the agreement by giving thirty days written notice to the other party hereto.

The funding notwithstanding any provisions contained herein, this contract is expressly contingent upon the availability of funding for each item and obligation

contained herein for the term of the agreement and any extension thereto. In the event that either no funds or insufficient funds are appropriated under this contract for the period covered by such budget or appropriation the contract shall terminate without penalty to either party.

7.

City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, from any claims for damages for which Sheriff or County may be held liable to a city prisoner because of the acts or omissions of any City employees. County agrees to save and hold City harmless from any claims for damages for which City may be held liable to any city prisoner because of the acts or omissions of any County employee.

8.

It is specifically understood that any dispute over technical or policy issues relating to the terms of this agreement that may occur during the term of this agreement, may be resolved by mutual consent of the city manager of the City and the Sheriff, County Judge, Mayor and Chief of Police. Any such resolution shall be committed to written form and distributed to the city council of the City and the commissioner's court of the County. If both the city and county governing bodies ratify said resolution, it shall be included as an attachment of this agreement.

9.

Notwithstanding any other provision herein regarding the term of this agreement, either party hereto shall have the right to terminate this agreement upon thirty days (30) written notice to the other party. In the event of such termination, neither party hereto shall have any further obligation hereunder.

10.

It is specifically understood that if either the County or City for any cause, fails to provide said services as provided for in this agreement and is unable to resume performance for a period of thirty days (30) consecutive days, the other party hereto, at its option and after sending written notice to the other party, may terminate this agreement and, shall have no further liability for payment of the charges or provisions of services agreed to herein.

11.

It is specifically understood that in the event that any section, subsection, sentence, clause or phrase of this agreement is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this agreement.

12.

The provisions of this agreement are to be cumulative and all other contracts, agreements, or parts of contracts or agreements, whether written or oral, governing or regulating the same subject matter as that covered herein are hereby expressly repealed.

13.

This agreement contains the entire agreement of the parties. There are no other agreements, oral or written, and the terms of this agreement can be amended only by written signed and ratified by both parties or as otherwise provided herein.

EXECUTED on this the 7th day of September 2021.

ATTEST:

THE CITY OF LAMESA, TEXAS

Sean Overeynder
City Manager

Josh Stevens
Mayor

ATTEST:

THE COUNTY OF DAWSON

Clare Christy
County Clerk

Foy O'Brien
County Judge

Matt Hogg
Sheriff

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 22

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: SEPTEMBER 7, 2021

AGENDA ITEM: 23

SUBJECT: MAYOR'S REPORT

SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future goals and events.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 7, 2021

AGENDA ITEM: 24

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **October 19th, 2021** at 5:30 P.M."

Upcoming Meetings