



NOTICE OF JOINT SPECIAL CALLED MEETING OF THE

DAWSON COUNTY COMMISSIONER COURT

&

CITY COUNCIL OF THE CITY OF LAMESA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS AND THE DAWSON COUNTY COMMISSIONER'S COURT WILL MEET IN A JOINT SPECIAL CALLED MEETING AT 5:30 P.M. ON WEDNESDAY, NOVEMBER 1, 2023, 900 SOUTH HOUSTON, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

1. CALL TO ORDER:
2. DISCUSSION OF AN INTERLOCAL AGREEMENT TO FURNISH SOLID WASTE LANDFILL ACCESS, FIRE PROTECTION SERVICES AND COMMUNICATIONS AND JAIL SERVICES WITH DAWSON COUNTY, TEXAS. City Council and Dawson County Commissioner's to discuss an Interlocal Agreement to furnish Solid Waste Landfill Access, Fire Protection Services and Communications and Jail Services with Dawson County, Texas. *(City Manager)*
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A INTERLOCAL AGREEMENT TO FURNISH SOLID WASTE LANDFILL ACCESS, FIRE PROTECTION SERVICES AND COMMUNICATIONS AND JAIL SERVICES WITH DAWSON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE AGREEMENT ON BEHALF OF THE CITY: City Council to consider approving the execution of a Interlocal Agreement to furnish Solid Waste Landfill Access, Fire Protection Services and Communications and Jail Services with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute agreement on behalf of the City. *(City Manager)*
4. ADJORNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be November 21, 2023, at 5:30 P.M.*



Open Meetings Information



CERTIFICATION OF NOTICE

I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at 4:45 p.m., October 26, 2023 in accordance with Chapter 551.041 of the Government Code.

Joe Hines, City Manager



City Council & Commissioner's Court Agenda **Lamesa, Texas**

DATE OF MEETING: NOVEMBER 1, 2023

AGENDA ITEMS: 1

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

The following members are present:

JOSH STEVENS	Mayor
VACANT	Council Member – District 1
FRED VERA	Council Member – District 2
GLORIA V RODRIGUEZ	Council Member – District 3
DANNY JACOBS	Council Member – District 4/MAYOR PRO-TEM
BOBBY G. GONZALES	Council Member – District 5
RUDY SAUSEDA JR	Council Member – District 6

City Staff members present at the meeting:

JOE HINES	City Manager
BETTY CONDE	City Secretary
RUSSELL CASSELBERRY	Attorney

Dawson County Commissioners' Court

Judge	Foy O'Brien
Mark Shofner	Precinct 1 Commissioner
Ryan Webb	Precinct 2 Commissioner
Nicky Goode	Precinct 3 Commissioner
Russell Cox	Precinct 4 Commissioner

Clare Christy	County Clerk
Terri Stahl	County Treasurer

Members of the press present at the meeting:

Members of the public present at the meeting:

City Council & Commissioner's Court Agenda
Lamesa, Texas

DATE OF MEETING: NOVEMBER 1, 2023

AGENDA ITEM: 2

SUBJECT: DISCUSSION OF A INTERLOCAL AGREEMENT TO FURNISH SOLID WASTE LANDFILL ACCESS, FIRE PROTECTION SERVICES AND COMMUNICATIONS AND JAIL SERVICES WITH DAWSON COUNTY, TEXAS.

PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council and Dawson County Commissioner's to discuss an Interlocal Agreement to furnish Solid Waste Landfill Access, Fire Protection Services and Communications and Jail Services with Dawson County, Texas.

COUNCIL ACTION

DISCUSSION _____

No action will be taken.

CITY MANAGER'S MEMORANDUM

Recommend approval.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAWSON

INTERLOCAL AGREEMENT

THAT THIS IS EVIDENCE IN WRITING of an Interlocal Agreement entered into this day by and between the CITY OF LAMESA, TEXAS, a Texas home rule municipality, hereinafter called "City", and DAWSON COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter called "County".

WITNESSETH:

WHEREAS, County and City join together in this cooperative 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 to generally improve coordination of law enforcement and services in the community; and

WHEREAS, it is in the best interest of the public health and welfare of the people of the County and City 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, Chapter 791 of the 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, which services include jail and communications services.

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

1. Fire Department

The County may reimburse the City \$200,000 in FY 2023-2024. Future years will be done on an audit basis of the prior year of the Fire Department's total expense. Dawson County will be responsible for the percentage (%) of the calls in the County for that audited year. Reimbursement payments will be quarterly after. Further, the County will reimburse the Volunteer Firefighters for mileage who respond to fires outside the city limits of the City.

Should a major equipment purchase occur in a fiscal year by the Lamesa Municipal Fire Department, the County at their discretion share up to fifty (50) % of the total cost. Grants or other funding sources are to be disclosed to the County. The City will inform the County of budgeted or planned fire department equipment purchases at the earliest possible time so that budget preparations can be made. Any failure to inform may result in a reduction in this reimbursement.

2. Pre-Magistrate Holding

In Consideration of 911 Communication services provided to the County by the City of Lamesa Police Department ("LPD"), County agrees to house Lamesa Police Department detainees in the Dawson County Jail until a magistrate can review the case. Any Medical expenses, including medical clearance costs incurred by these LPD detainees prior to appearing before the Magistrate, will be the responsibility of the City.

The arresting agency is responsible for Mental Health transportation to an approved

facility. Emergency Detention Order by West Texas Centers will be according to the patient's address. Lamesa Police will transport patients with City addresses and Dawson County Sheriff's Office will transport patients with a County Address.

3. Solid Waste

In consideration of the City allowing residents of the County residing outside the city limits of the City, County will reimburse the City the sum of \$10,000. This amount will be based upon the total usage by County residents residing outside of the city limits of the City for the prior year. This payment will be made in quarterly installments of \$2500.00.

The County Precincts and County residents, subject to the terms of this agreement, shall have the same rights of access to the City's landfill as City residents paying the monthly residential sanitation service fee. County Precincts, the Texas Department of Transportation, and 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 Ordinance Section 13.02.178 (e) at no charge, provided that proof of residence in the County be exhibited upon entering the landfill. Additionally, County Precincts and the Texas Department of Transportation shall have the right to place illegally dumped tires in the landfill at no charge. County agrees to investigate each instance of illegal dumping and prosecute the persons responsible for such illegal dumping as appropriate.

4. Swimming Pool

County agrees to reimburse the City \$20,000 for the City's swimming pool. This payment will be made each January 15, 2023. If the Swimming Pool does not open for that year, the County will be reimbursed the \$20,000.00.

5. Airport

The County and City may each pay fifty percent (50%) of the capital improvement expenses of the Lamesa-Dawson County Airport. The Airport Board will provide a capital improvement plan for the County and the City in advance of future needs and apply for all grants available.

6. Term

The term of this agreement shall be for one year, commencing October 1, 2023, and terminating at midnight on September 30, 2024.

7. Funding

The obligations of County and City in this agreement are expressly made contingent upon the availability of funds for each item and obligation contained herein for the term of this agreement. In the event no funds or insufficient funds are appropriated by either County or City to satisfy such entity's obligations under this contract for the period covered by such entity's budget or appropriation, this agreement shall terminate without penalty to either County or City.

8. Indemnity

City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, for all claims for damages for which Sheriff or County may be held liable resulting from the County's housing of City of Lames Police Department detainees due to acts or omissions of any City employee. County agrees to save and hold City harmless from any claims for damages for which City may be held liable resulting from the County's housing of City of Lames Police Department detainees due to acts or omissions of any County employee.

9. Dispute Resolution

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 presented to the City Council of the City and the Commissioner's Court of the County. If both the City Council and County Commissioners ratify such resolution, it shall be included as an amendment to this agreement.

10. Right to Terminate

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

11. Invalidity

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. Provisions Cumulative

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 subject matter of this agreement are hereby expressly repealed.

13. Entire Agreement

This agreement contains the entire agreement of the parties. There are no other agreements, oral or written, between the County and City and the terms of this agreement maybe amended only by written instrument, signed, and ratified by both the City Council of the City and the County Commissioner's Court.

EXECUTED this the _____ day of _____, 2023, but effective October 1, 2023.

ATTEST:

THE CITY OF LAMESA, TEXAS

Betty Conde
City Secretary

Josh Stevens
Mayor

ATTEST:

DAWSON COUNTY, TEXAS

Clare Christy
County Clerk

Foy O'Brien
County Judge

Matt Hogg Sheriff

City Council & Commissioner's Court Agenda
Lamesa, Texas

DATE OF MEETING: NOVEMBER 1, 2023

AGENDA ITEM: 3

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A INTERLOCAL AGREEMENT TO FURNISH SOLID WASTE LANDFILL ACCESS, FIRE PROTECTION SERVICES AND COMMUNICATIONS AND JAIL SERVICES WITH DAWSON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE AGREEMENT ON BEHALF OF THE CITY

PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve the execution of a Interlocal Agreement to furnish Solid Waste Landfill Access, Fire Protection Services and Communications and Jail Services with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute agreement on behalf of the City.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a Resolution for the execution of an Interlocal Agreement to furnish Solid Waste Landfill Access, Fire Protection Services and Communications and Jail Services with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute 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.

City Council & Commissioner's Court Agenda
Lamesa, Texas

DATE OF MEETING: NOVEMBER 1, 2023

AGENDA ITEM:4

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meetings of the City Council of the City of Lamesa will be **November 21, 2023**, at 5:30