

MINUTES OF APRIL 27, 2026, SPECIAL MEETING

On this, the 27th day of April 2026, the City Council convened in special session in the City Council Room. The special meeting being open to the public and notice of said meeting having been given as prescribed by Chapter 51 of the Government Code with the following being present and in attendance to wit:

Mayor Joe Davis, Council Members Zack Altman, Jill Cromwell, Leslie Ivy, Melisa McIntosh, Winfred McQueen, Woody Richardson, Lloyd Roberts, and Mark Sweatt. Employees present were City Administrator Jack Owens, City Secretary Amalia Gaxiola, and Police Chief Rex Plant. Others present were Kim Cloyd, C.W. Ivey, Susan McQueen, Dave Thomas, and Melissa Hibbitts.

1. CALL TO ORDER AND INVOCATION

Mayor Davis called the meeting to order at 6:00 p.m. and noted a quorum present. Alderman Richardson voiced the invocation, and Alderman Roberts led the Pledge of Allegiance.

2. PUBLIC COMMENT

No comment.

3. NEW BUSINESS

a. DISCUSS/CONSIDER ENTERING INTO INTERLOCAL AGREEMENT WITH HALL COUNTY SHERIFF’S OFFICE FOR LAW ENFORCEMENT WITHIN CITY LIMITS

Administrator Owens said the agreement is good through the end of the fiscal year which is September 30th. Six thousand two hundred fifty dollars a month would be paid to the Sheriff’s office which will come from the police salaries. Owens made sure to reiterate that the agreement is just for law enforcement services for coverage in the city and not closing a department. Mayor Davis was glad to see Dave Thomas at the meeting and recapped when he was Police Chief and how he couldn’t get people to work and it’s the same issue Rex is facing which has been an ongoing issue. Police Chief Plant informed the council about working numbers and wants to meet with council to go over an amended budget. Alderwoman Ivy asked about the section which talks about enforcing ordinances and Administrator Owens said it’s to enforce criminal ordinances and there will still be Animal Control/Code enforcement. Chief Plant added that Sherrif’s office will help Animal Control/Code enforcement when needed. Alderman Altman asked about who Animal Control will answer to and it will still be Chief Plant. Alderwoman Cromwell added that Chief Plant will still be the Chief till the end of September and Plant said the Sheriffs Office will answer calls while he finishes up his investigations and get the property room ready for when a decision is made on the route of the police department. Alderman Altman made the motion to enter into the interlocal agreement as presented, seconded by Alderman Sweatt. The vote was unanimous in favor. A copy of the interlocal agreement follows these minutes.

CONTINUATION OF APRIL 27, 2026, SPECIAL MEETING MINUTES

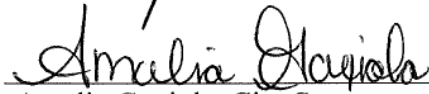
b. DISCUSS/CONSIDER RESOLUTION FOR TXDOT RUNWAY PAVEMENT REHABILITATION FOR MEMPHIS MUNICIPAL AIRPORT

Administrator Owens talked about getting ahold of Yessica for more information to complete the resolution and has been in touch with Ms. Kennedy at Lancium for their contribution of one hundred thirty thousand. Owens informed the council about receiving the TxDOT bill which is asking for the ten percent. With not having the complete information for the resolution, Administrator Owens asked for this item to be tabled. Alderman Sweatt made a motion to table, seconded by Alderwoman McIntosh. The vote was unanimous in favor.

c. ADJOURN

Alderman McQueen made the motion to adjourn, seconded by Alderman Altman. The vote was unanimous in favor. The meeting adjourned at 6:17 p.m.

Approved: 
Joe Davis, Mayor

Attest: 
Amalia Gaxiola, City Secretary

**LAW ENFORCEMENT COOPERATION INTERLOCAL AGREEMENT
BETWEEN HALL COUNTY, TEXAS AND
THE CITY OF MEMPHIS, TEXAS**

This Law Enforcement Cooperation Interlocal Agreement (“Agreement”) is made and entered into this 1st day of May 2026, by and between the HALL COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter the “County”), and the CITY OF MEMPHIS, TEXAS, a general law municipality of the State of Texas (hereinafter the “City”).

RECITALS

- A. The County and the City desire that the County and City cooperate in the responsibility for law enforcement services within the city limits of the City.
- B. Chapter 791 of the Texas Government Code permits local government units to enter interlocal agreements relating to cooperation and the furnishing of police services for such periods and under such conditions as the parties deem advisable.
- C. The County and the City have determined that it will be mutually beneficial for each to exercise the powers bestowed upon them by State law and for the County to provide law enforcement services within the city limits of the City.
- D. By this Law Enforcement Cooperation Interlocal Agreement, the County and the City intend to establish the terms and conditions under which the County will provide law enforcement services within the city limits of the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

- 1. Law Enforcement Services in City. During the term of this Agreement, the County agrees to provide law enforcement services within the City. In performing law enforcement services within the City pursuant to this Agreement, law enforcement officers of the Sheriff’s office, including the Sheriff, Deputies, Constables and Deputy Constables of the County shall have the powers, rights, benefits, privileges, and immunities afforded under State law. Within the city limits, law enforcement officers of the Sheriff’s office, including the Sheriff, Deputies, Constables and Deputy Constables of the County shall have full police powers and shall be authorized to enforce the laws of the State of Texas and make arrests and issue summons for violations thereof.
- 2. Scope of Services. The County agrees, through the Hall County Sheriff’s office, to provide law enforcement services to the City which will include, but not be limited to, the following:

- a. Patrol services for the entire city, with routine and periodic patrolling of residential and business areas, parks, and other public property areas;
 - b. Enforcement of all Texas State criminal and penal statutes;
 - c. Enforcement of Ordinances of the City that carry a criminal penalty;
 - d. Executing and servicing judicially issued warrants issued by municipal court;
 - e. Traffic control and enforcement as necessary, including the regular use of radar or laser as a speed deterrent;
 - f. Crime Prevention Programs such as neighborhood watch, as well as other business and residential crime prevention programs;
 - g. Criminal investigative and crime lab services;
 - h. Follow-up on reported crimes with persons who reported the crime, including routine notification by telephone or mail as to the status of the investigation;
 - i. Responses to medical, fire, criminal activities, and other emergencies;
 - j. Emergency dispatching and other necessary communication services;
 - k. Coordination of volunteer programs such as the Community Affairs Officer and Reserve programs, if applicable;
 - l. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and city ordinances;
 - m. Special event traffic patrol and patrol services for community festivals or other special events; and
 - n. Attendance at City Council meetings as requested by the City.
3. Term. This Agreement shall be effective from May 1, 2026, until September 30, 2026. This Agreement may be extended for consecutive and successive one-year terms upon the mutual written agreement of the City and the County.
 4. City Limits of the City. This Agreement shall apply to and be effective within the city limits of the City of Memphis
 5. Command and Control. The law enforcement officers of the Sheriff's office operating under this Agreement shall remain subject to the command, control, and supervision of the Hall County Sheriff while performing law enforcement services in the City and shall comply with the operational policies of the County.
 6. Costs. The City shall pay to the County Thirty-One Thousand Two Hundred Fifty Dollars and No/100 (\$31,250.00), to be paid in Five (5) equal monthly payments due on or before the tenth (10th) day of each month this agreement is in effect, as its sole cost for the County's provision of all personnel, motor vehicles, and equipment related to the performance of this Agreement.
 7. Rights of Law Enforcement Officers. While acting under or pursuant to this Agreement any law enforcement officer of the Sheriff's office shall have all the immunities from liabilities and exemptions from laws, ordinances and regulations and shall have all the

pension, relief, disability, Workers' Compensation, and other benefits enjoyed by them while performing their respective duties for the County.

8. Reports. The County, through the Hall County Sheriff's Office, shall submit a comprehensive monthly report of all law enforcement services provided to the City for the previous month. The format of such report shall be agreed upon by the Sheriff and the Mayor. The County shall provide to the City, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its law enforcement activities.
9. Municipal Prosecution. The City hereby confers municipal police authority on the County and the Hall County Sheriff's Office in enforcing City municipal ordinances within the municipal limits of Memphis for the purpose of providing law enforcement services under this Agreement. Any and all citations issued by the Hall County Sheriff's Office within the municipal limits of the City of Memphis where the municipal court has jurisdiction may be filed with the municipal court of the City of Memphis.
10. Indemnification. The County and the City agree that, to the extent it is legal to do so, the County will indemnify and hold harmless the City from all claims by third parties for property damage or personal injury which may arise out of the activities of the County in the performance of this Agreement.
11. Insurance. The County shall procure and carry, at its sole cost and expense through the life of the Agreement, insurance protection with a company authorized to transact business in the State of Texas in an amount not less than state statutory limits of liability for all claims and damages arising from the services provided under this Agreement.
12. Employee Status. The County shall retain control and shall give its personal attention to the prosecution and completion of its services and fulfillment of this Agreement. The County shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of law enforcement services and shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees. The County's employees will not be considered, for any purpose, employees, or agents of the City within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules, or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

13. Termination. Either party to this Agreement shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Chief Administrative Officer of the other party by certified mail – return receipt requested. Any termination shall be effective sixty (60) days after receipt of notice of termination.

14. General Provisions.
 - a. Severability. The invalidity, if any, of any one section (or more) of this Agreement shall not affect the validity of the remaining provisions or sections.

 - b. Multiple Original. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

 - c. Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

 - d. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and **venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Hall County, Texas.**

 - e. Entire Agreement. This Agreement represents the entire understanding of the parties and supersedes any prior verbal or written agreements between the parties regarding this subject. No modification or waiver of this Agreement or any provision hereof, nor consent to any departure therefrom shall in any event be effective, irrespective of any course of dealing between the parties, unless the same shall be in writing executed by a duly authorized representative of the party whose rights are being waived, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

 - f. Immunities Preserved. The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the City. Nothing in this Agreement shall be held to modify or to change in any way the sovereign or official immunity enjoyed by the City of Memphis, Texas, or Hall County, Texas, or their respective officers and employees. No waiver of sovereign or official immunity, whether expressed or implied, is intended or made by this Agreement.

 - g. Notice. Any notice provided under this Agreement shall be deemed to be properly served, if (i) provided in person, (ii) by email with delivery confirmation; or (iii) deposited in the United States mail by certified letter, return receipt requested,

addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

To City:

City of Memphis
Attn: Jack Owens, City Administrator
721 W. Robertson Street
Memphis, Texas 79245

To County:

Hall County
Attn: Tom Heck, Sheriff
512 West Main, Suite 4
Memphis, Texas 79245

With copy to:

Matthew A. Murray, Attorney
500 S. Taylor, Suite 1200
Amarillo, Texas 79101

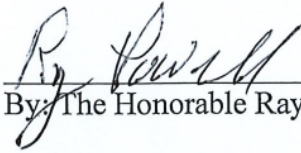
- h. Current Revenues. The City and County recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then current fiscal year or when the appropriation made for the then current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- i. No Lending of Credit. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal-agent relationship between the parties. The rights and obligations of the parties are to be governed strictly by this Agreement and it is not intended that there shall be any lending of credit by one Party to the other or that either Party shall be entitled to create any obligation binding on the other Party not specifically provided herein. Nothing herein shall be construed as a loan or pledge of credit or assets by the City or County as may be prohibited by the Texas Constitution or otherwise.
- j. Designation of Representatives. For the implementation of this Agreement, determining the details of its implementation, and resolving issues of its operation, the City designates the Mayor as its representative, and the County designates the Sheriff as its representative. These representatives will be responsible for keeping

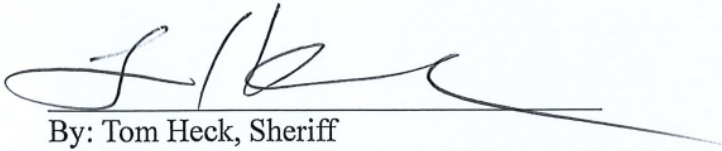
their respective administrations and governing bodies advised concerning this Agreement and its subject matter.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be duly executed in two counterparts, each of which shall constitute an original, by their respective presiding officers and attested by their respective clerks.

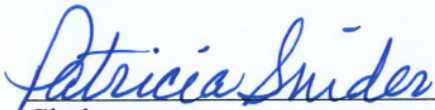
[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

HALL COUNTY, TEXAS

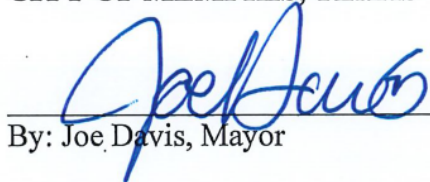

By: The Honorable Ray Powell, County Judge


By: Tom Heck, Sheriff

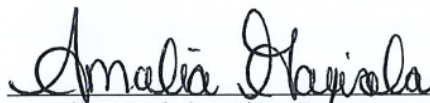
ATTEST:


Clerk

CITY OF MEMPHIS, TEXAS


By: Joe Davis, Mayor

ATTEST:


Amalia Gaxiola, City Secretary