

City of Hale Center – Regular City Council Meeting Agenda
LeMond Community Center, 110 E Stevenson, Hale Center, TX 79041
7:00 P.M. – Tuesday – October 18, 2022

A. CALL TO ORDER / WELCOME GUESTS / PLEDGE OF ALLEGIANCE / INVOCATION

B. PUBLIC COMMENT: An opportunity for the public to address City Council on any subject, not on the Agenda, in accordance with Texas Open Meetings Act, City Council may not discuss issues or make any decision at this time. Issues raised may be referred to City staff for research and possible future action.

C. CONSENT AGENDA: Approve minutes of Regular Council Meeting 9/13/2022; Approve September monthly department report(s): Municipal Court / Hale Center EMS / Hale Center Vol Fire Dept / Hale Center EDC / Financial Reports

D. REGULAR AGENDA

- 1) Conduct Public Hearing, Annexation, AX 01-22, Scott Parsley, 0.17 acres
- 2) Consider Ordinance 20221018 Approve Annexation, AX01-22, Scott Parsley, 0.17 acres
- 3) Approve annual service contracts: Paw Pals, Hale Center EMS, Hale Center Volunteer Fire Department, Hale Center Library, Hale Center Senior Citizens
- 4) Review Construction options and add alternates to be included in CDBG construction contract
- 5) Discuss and consider available options for City's retirement plan through TMRS
- 6) Consider Memorandum of Understanding for tower space, Lubbock 911 District
- 7) City Manager Administrative Report
 - a. Update on grants
- 8) Consider items to be placed on City Council meeting agenda for November 8, 2022

E. ADJOURNMENT

POSTED: 10/13/22 TIME: 5:08 PM

ATTEST Patricia Laguerre, TRMC

City of Hale Center Regular City Council Meeting Minutes
Tuesday, September 13, 2022

Attendance: Mayor W.H. Johnson, Councilmembers: Mayor Pro-Tem Israel Flores, Karen Boyce, Mario Martinez Janet Peoples, Junior Garcia; Others Present: City Manager, Mike Cypert; City Secretary, Patricia Isaguirre; City Attorney, Lanny Voss; Chief of Police, Brandon Richardson; Public Works Director, Johnny Ruiz; Hale Center News, Dee Rice

Mayor Johnson called meeting to order at 7:00 p.m. with a quorum present. The Pledge of Allegiance was led by Councilperson Boyce, invocation given by City Secretary, Patricia Isaguirre.

No one was present for Public Comment.

Councilperson Martinez made a motion, Councilperson Peoples seconded to approve Consent Agenda. Motion carried.

Motion, "I move that property taxes be increased by the adoption of a tax rate of \$0.6200/\$100 which is effectively a 0.00 percent decrease in the tax rate", which was made by Councilperson Martinez, motion seconded by Mayor Pro-Tem Flores to approve Ordinance 20220913 having reviewed five (5) AYES were recorded as: Mario Martinez, Israel Flores, Karen Boyce, Janet Peoples and Junior Garcia; zero (0) NAYS; and zero (0) ABSTAINED. Adopted Fiscal Year 2022-2023 Tax Rate.

Councilperson Peoples made a motion, Mayor Pro-Tem Flores seconded to approve October City Council Meeting be rescheduled, for October only, to October 18, 2022 at 7:00 PM. Motion carried.

Councilperson Martinez made a motion, Mayor Pro-Tem Flores seconded to approve Petition for Annexation, AX01-22, Scott Parsley, 0.17 acres. Motion carried.

Councilperson Martinez made a motion, Mayor Pro-Tem Flores seconded to approve Annexation Plan for Annexation, AX01-22, Scott Parsley, 0.17 acres. Motion carried.

Councilperson Martinez made a motion, Mayor Pro-Tem Flores seconded to set date for Public Hearing for Annexation, AX01-22, Scott Parsley, 0.17 acres. Motion carried. Public Hearing will be held, October 18, 2022 at 7:00 PM.

Mayor Pro-Tem Flores made a motion, Councilperson Peoples seconded to approve Resolution 20220913, DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY'S PROPOSED SURCHARGE IN CONNECTION WITH FINAL RATES APPROVED RELATED TO ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2021; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, as presented. Motion carried.

Mayor Pro-Tem Flores made a motion, Councilperson Boyce seconded to approve voting for Incumbent, Elena Quintanilla, to the TML Health Benefits Pool Board. Motion carried.

Discussion on mode of travel for TML Conference in San Antonio, Texas, October 4 – 7, 2022.
Unanimous the mode of travel will be by vehicle.

City Manager Cypert presented administrative report: Update on grants: Park Trails status has changed to closed; the CJD, body cam grant, received final payment of \$4087.50 and status is now closed; ARPA grant, waiting for the second tranche payment; Park Grant has had minimal progress; CDBG is out for construction bids and has scheduled the bid opening date of October 11, 2022, with the earliest date to awarding the construction contract as October 17, 2022; Solid Waste grant, “Chucky”-the wood chipper- has been taken to have repairs done; CJD, vehicle-waiting on an activation notice to order vehicle.

Item for the next agenda for council meeting scheduled for October 18, 2022:

- a. Award construction contract for CDBG
- b. Annual service contracts
- c. Public Hearing for Annexation, AX01-22, Scott Parsley, 0.17 acres
- d. Adopt Annexation Plan, AX01-22, Scott Parsley, 0.17 acres

Mayor Johnson adjourned the meeting at 7:42 p.m.

Signed this ____ day of _____, 2022

W.H. Johnson, Mayor

Patricia Isaguirre, TRMC, City Secretary

City of Hale Center
Municipal Court Council Report
From 9/1/2022 to 9/30/2022

10/12/2022 12:56 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
14	0	1	0	0	15

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$605.67	\$151.79	\$859.00	\$28.11	\$34.43	\$1,679.00

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
6	0	0	0	0	6

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

2:15 PM
10/10/22
Cash Basis

Ambulance Service of Hale Center
Profit & Loss
September 2022

	Sep 22
Ordinary Income/Expense	
Income	
City Supplement	4,000.00
County Supplement	2,500.00
Donations	45.00
Game Coverage	800.00
Insurance Billing	7,159.41
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Total Income	14,504.41
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Gross Profit	14,504.41
Expense	
Accounting	250.00
Bank Service Charges	60.84
Building Improvements	43.29
Computer Equipment & Software	-497.10
Conferences & Training	450.00
Medical Supplies/Equipment	
Medical Supplies	968.96
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Total Medical Supplies/Equipment	968.96
Office Supplies	26.19
Payroll Expenses	16,193.02
Phone, TV & Internet Expenses	168.47
Repairs and Maintenance-Bldg	54.00
Station Supplies	213.27
Vehicle Expense	
Vehicle Fuel	380.45
Vehicle Expense - Other	25.59
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Total Vehicle Expense	406.04
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Total Expense	18,336.98
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Net Ordinary Income	-3,832.57
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Net Income	-3,832.57
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2:16 PM
10/10/22
Cash Basis

Ambulance Service of Hale Center
Balance Sheet
As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
aGeneral Operating	-281.16
Fund Raiser Acct	498.53
Petty Cash	81.16
Total Checking/Savings	298.53
Total Current Assets	298.53
Fixed Assets	
Furniture and Equipment	
Amb Equipment	27,754.00
Total Furniture and Equipment	27,754.00
Vehicles	
3901 - 2010 Chevy Ambulance	57,491.00
3905 2016 Silverado Ambulance	47,000.00
Total Vehicles	104,491.00
Total Fixed Assets	132,245.00
TOTAL ASSETS	132,543.53
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,196.75
Total Accounts Payable	-1,196.75
Other Current Liabilities	
Payroll Liabilities	179,089.77
Total Other Current Liabilities	179,089.77
Total Current Liabilities	177,893.02
Total Liabilities	177,893.02
Equity	
Opening Balance Equity	112,135.13
Unrestricted Net Assets	-116,932.43
Net Income	-40,552.19
Total Equity	-45,349.49
TOTAL LIABILITIES & EQUITY	132,543.53

Hale Center EMS Association

116 W 6th Street • PO Box 1027

Hale Center TX 79041

806-590-8042 • Fax 806-590-8043

Anthony Juarez, Director

September 2022 Run Report

0 Transfers

26 EMS calls

18 Within City Limits

08 Out of City

26 Total Calls

08 No Transport

18 *Billable Runs*

Transports to Hospital's

11 Covenant Medical Center Plainview

03 University Medical Center

00 Lubbock Heart Hospital

03 Covenant Medical Center Lubbock

01 Covenant Woman's and Children's

00 North West Hospital Amarillo

HALE CENTER ECONOMIC DEVELOPMENT CORPORATION

Revenue and Expense for 07/01/22 through 09/30/22

VISTA BANK CHECKING ACCOUNT 0516937

06/30/22 131,764.24

REVENUE/RECEIPTS:

Monthly tax Payment for July 3,279.95

Monthly tax payment for August 4,297.14

Monthly tax payment for September 3,948.54

TOTAL RECEIPTS 11,525.63

EXPENSES:

Payment to Kristina Janet Sherrill – Consulting July -2083.33

Payment to Kristina Janet Sherrill – Consulting August -2,083.33

Payment to Kristina Janet Sherrill – Consulting for September -2,083.33

Payment to Charlie Ingram Vendor's Mkt Music for July -200.00

Payment to Jade Thornberry Vendor's Mkt Music August -200.00

TOTAL EXPENSES -6,649.99

Checking Account Balance 09/30/22 136,639.88

CERTIFICATE OF DEPOSIT VISTA BANK 06/30/22 102,535.06

Interest paid 07/31/22 185.41

Interest Paid 08/31/22 191.93

Interest Paid 9/30/22 192.29

VALUE OF CERTIFICATE OF DEPOSIT 09/30/22 103,104.69

TOTAL HOLDINGS 09/30/22 239,744.57

**CITY OF HALE CENTER
HALE CENTER, TEXAS
MONTHLY REPORT OF BANK BALANCES
October 3, 2022**

Bank Account Balances

(Demand Deposits)

39.22%

Operational Account	0502219	0.05%	\$308,817.82
Back the Blue	7018059	0%	\$786.36
PD Training	7018804	0%	\$2,177.60
Total			\$311,781.78

Schedule of Investments

(Time Deposits)

60.78%

Budget Fund	Account	Origin	Date	Current	Length	Original	Current Value
Certificate of Deposit	6324212		11/9/16	1.40%	12 Month	\$150,000.00	\$155,118.27
Certificate of Deposit	6318810		2/19/16	1.00%	3 Month	\$100,000.00	\$101,059.70
Certificate of Deposit	6350910		8/23/21	1.40%	12 Month	\$225,000.00	\$227,007.85
Totals						\$475,000.00	\$483,185.82

Total Cash Accounts	\$311,781.78
Total Investments	\$483,185.82
Total Cash and Investments	\$794,967.60



Mike Cypert
City Manager

This report complies with the City's Investment Policy and all federal, state, and local statutes, rules, or regulations.

City of Hale Center

Period:Yr 22 Pd 12

Title: Budget vrs Actual

Date: 09/30/2022 8:48 AM

Operating Revenues		Budget	MTD	YTD	Variance	%
14007	Ad Valorem Taxes	\$267,147.00	\$1,353.80	\$265,703.24	\$1,443.76	99.46
14021	Ad Valorem P&I	\$5,300.00	\$224.11	\$3,933.76	\$1,366.24	74.22
14028	Delinquent Ad Valorem Taxes	\$14,000.00	\$1,115.14	\$9,603.27	\$4,396.73	68.59
14035	Delinquent Ad Valorem P&I	\$6,700.00	\$514.20	\$4,190.09	\$2,509.91	62.54
14042	Sales Tax	\$88,000.00	\$7,897.10	\$90,783.16	-\$2,783.16	103.16
14049	Sales Tax EDC	\$44,000.00	\$3,948.54	\$45,391.52	-\$1,391.52	103.16
14056	Franchise Fees	\$99,000.00	\$14.40	\$118,140.70	-\$19,140.70	119.33
14063	Permits	\$3,100.00	\$445.20	\$3,253.30	-\$153.30	104.95
14070	Food Permits	\$1,100.00	\$105.00	\$1,518.31	-\$418.31	138.03
14084	Interest Income	\$2,500.00	\$5.89	\$318.28	\$2,181.72	12.73
14098	Animal Control Fees	\$2,600.00	\$80.00	\$2,741.00	-\$141.00	105.42
14105	Misc. Income	\$1,500.00	\$0.00	\$237.75	\$1,262.25	15.85
14112	Leases and Rents	\$10,000.00	\$600.00	\$8,531.02	\$1,468.98	85.31
14119	Sanitation Charges	\$162,000.00	\$16,471.16	\$170,493.16	-\$8,493.16	105.24
14126	Recycle Center Fees	\$47,000.00	\$4,336.98	\$48,673.73	-\$1,673.73	103.56
14133	Recycling Income	\$2,500.00	\$0.00	\$1,076.45	\$1,423.55	43.06
14140	Mosquito Spray Fees	\$9,380.00	\$1,574.18	\$12,527.18	-\$3,147.18	133.55
14147	Sale of Property	\$2,000.00	\$115.00	\$180.00	\$1,820.00	9.00
14154	Municipal Court Fees	\$78,600.00	\$1,560.58	\$42,964.41	\$35,635.59	54.66
14161	Court Technology Fees	\$1,400.00	\$24.01	\$64.25	\$1,335.75	4.59
14168	Court Security Fees	\$1,125.00	\$29.41	\$74.92	\$1,050.08	6.66
14169	Police Training -TX Comptroller	\$740.00	\$0.00	\$640.25	\$99.75	86.52
14175	Transfer From Water Fund	\$110,674.00	\$0.00	\$0.00	\$110,674.00	0.00
Operating Revenues		\$960,366.00	\$40,414.70	\$831,039.75	\$129,326.25	86.53
Non-Operating Revenues		Budget	MTD	YTD	Variance	%
14401	Insured Claims	\$0.00	\$3,397.00	\$10,838.08	-\$10,838.08	
14407	TP&W Trails Grant	\$0.00	\$0.00	\$4,204.55	-\$4,204.55	
14409	TP&W Rec Grant	\$84,773.00	\$0.00	\$0.00	\$84,773.00	0.00
14410	Park Grant Donation	\$71,080.00	\$0.00	\$0.00	\$71,080.00	0.00
14411	WBU Bond Fund 2022	\$0.00	\$0.00	\$10,000.00	-\$10,000.00	
14428	CJD Grant - Body Cam	\$0.00	\$4,087.50	\$4,087.50	-\$4,087.50	
14434	SLFRF Grant (ARPA)	\$0.00	\$254,979.10	\$255,482.03	-\$255,482.03	
14444	HCAD Excess of Proceeds	\$0.00	\$0.00	\$9,185.30	-\$9,185.30	
Non-Operating Revenues		\$155,853.00	\$262,463.60	\$290,953.60	-\$135,100.60	186.68
TOTAL REVENUE		\$1,116,219.00	\$302,878.30	\$1,121,993.35	-\$5,774.35	100.52

	Administration	Budget	MTD	YTD	Variance	%
15007	Appraisal Dist. Exp.	\$5,320.00	\$391.25	\$4,799.14	\$520.86	90.21
15014	Accounting	\$9,450.00	\$0.00	\$8,550.00	\$900.00	90.48
15021	Attorney Fees	\$4,500.00	\$0.00	\$2,812.50	\$1,687.50	62.50
15028	Legal Publications	\$1,200.00	\$0.00	\$1,225.33	-\$25.33	102.11
15035	Codification	\$1,000.00	\$0.00	\$1,855.00	-\$855.00	185.50
15042	Dues, Registrations & Meetings	\$4,000.00	\$2,754.99	\$8,603.06	-\$4,603.06	215.08
15049	Office Supplies	\$4,000.00	\$984.47	\$3,255.42	\$744.58	81.39
15056	Postage	\$700.00	\$285.98	\$719.81	-\$19.81	102.83
15063	Printing	\$0.00	\$0.00	\$334.28	-\$334.28	
15077	Misc. Expense	\$750.00	\$136.99	\$173.83	\$576.17	23.18

	Administration	\$30,920.00	\$4,553.68	\$32,328.37	-\$1,408.37	104.55
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	Nondepartmental	Budget	MTD	YTD	Variance	%
15203	EMS Contract	\$48,000.00	\$4,000.00	\$48,000.00	\$0.00	100.00
15210	Fire Dept. Contract	\$9,900.00	\$825.00	\$9,900.00	\$0.00	100.00
15217	Library Contract	\$5,400.00	\$450.00	\$5,400.00	\$0.00	100.00
15224	Sr. Citizens Contract	\$6,000.00	\$500.00	\$6,000.00	\$0.00	100.00
15231	Civil Defense	\$2,500.00	\$0.00	\$636.87	\$1,863.13	25.47
15238	Hale Center EDC	\$44,000.00	\$3,948.54	\$45,391.52	-\$1,391.52	103.16
15245	EMS Bld. Maint.	\$250.00	\$0.00	\$636.74	-\$386.74	254.70
15252	Fire Bld. Maint.	\$250.00	\$0.00	\$0.00	\$250.00	0.00
15259	City Hall Bld. Maint.	\$500.00	\$73.47	\$21,780.67	-\$21,280.67	4356.13
15266	LeMond Bld. Maint	\$1,000.00	\$228.82	\$1,167.20	-\$167.20	116.72
15273	Environmental Health Insp.	\$1,100.00	\$0.00	\$0.00	\$1,100.00	0.00
15280	Building Inspection Fees	\$1,600.00	\$0.00	\$150.00	\$1,450.00	9.38
15287	General Insurance	\$13,880.00	\$0.00	\$16,382.49	-\$2,502.49	118.03
15294	Utilities - Gas and Elect.	\$12,500.00	\$1,017.28	\$15,270.78	-\$2,770.78	122.17
15301	Telephone/Internet	\$6,100.00	\$394.27	\$5,023.30	\$1,076.70	82.35
15308	Software / IT	\$3,000.00	\$0.00	\$1,501.04	\$1,498.96	50.03
15337	Capital Outlay - LeMond	\$9,000.00	\$0.00	\$8,979.38	\$20.62	99.77

	Nondepartmental	\$164,980.00	\$11,437.38	\$186,219.99	-\$21,239.99	112.87
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	Legislative	Budget	MTD	YTD	Variance	%
15378	Dues Registrations & Meetings	\$12,000.00	\$2,544.52	\$9,813.03	\$2,186.97	81.78
15385	Election Expense	\$5,500.00	\$0.00	\$4,493.03	\$1,006.97	81.69
15392	Council Stipends	\$2,500.00	\$0.00	\$2,520.00	-\$20.00	100.80

	Legislative	\$20,000.00	\$2,544.52	\$16,826.06	\$3,173.94	84.13
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	Judicial	Budget	MTD	YTD	Variance	%
15406	Dues, Registrations & Training	\$2,000.00	\$500.00	\$1,607.14	\$392.86	80.36
15413	State Traffic Fees	\$27,000.00	\$0.00	\$22,912.54	\$4,087.46	84.86
15420	Prosecutor Fees	\$1,500.00	\$0.00	\$383.40	\$1,116.60	25.56
15427	IT/Software	\$2,785.00	\$2,865.98	\$2,865.98	-\$80.98	102.91

	Judicial	\$33,285.00	\$3,365.98	\$27,769.06	\$5,515.94	83.43
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	Police	Budget	MTD	YTD	Variance	%
15455	Dues, Registrations & Training	\$3,000.00	\$175.00	\$880.96	\$2,119.04	29.37
15462	Uniforms	\$2,000.00	\$0.00	\$1,061.25	\$938.75	53.06
15476	Software / IT	\$5,500.00	\$0.00	\$4,225.00	\$1,275.00	76.82
15483	Supplies & Equipment	\$5,000.00	\$305.88	\$4,117.17	\$882.83	82.34
15490	Vehicle Fuel	\$16,800.00	\$2,169.69	\$25,514.19	-\$8,714.19	151.87
15497	Vehicle Maint.	\$5,450.00	\$516.00	\$12,962.53	-\$7,512.53	237.84
15504	Misc. Expense	\$500.00	\$0.00	\$247.85	\$252.15	49.57
	Police	\$38,250.00	\$3,166.57	\$49,008.95	-\$10,758.95	128.13
	Streets	Budget	MTD	YTD	Variance	%
15532	Sealcoat Project	\$50,000.00	\$0.00	\$48,710.55	\$1,289.45	97.42
15539	Engineering - Sealcoat	\$10,000.00	\$1,625.94	\$9,455.34	\$544.66	94.55
15546	Street & Pothole Repair	\$8,000.00	\$0.00	\$3,651.10	\$4,348.90	45.64
15553	Utilities - Street Lighting	\$33,000.00	\$3,081.53	\$36,949.76	-\$3,949.76	111.97
15560	Street Base Materials	\$2,000.00	\$0.00	\$5,180.15	-\$3,180.15	259.01
15567	Street Sign Repairs	\$750.00	\$0.00	\$377.65	\$372.35	50.35
15574	Equipment Maint.	\$11,500.00	\$567.76	\$671.64	\$10,828.36	5.84
15581	Weed Control	\$2,500.00	\$552.59	\$2,141.09	\$358.91	85.64
15588	Spray License Fees & Training	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00
	Streets	\$119,250.00	\$5,827.82	\$107,137.28	\$12,112.72	89.84
	Parks	Budget	MTD	YTD	Variance	%
15609	City Park Maint.	\$7,000.00	\$1,666.23	\$6,068.87	\$931.13	86.70
15617	TP&W Rec Grant	\$155,853.00	\$0.00	\$45,931.53	\$109,921.47	49.47
15623	Utilities - Parks	\$7,400.00	\$576.21	\$7,411.85	-\$11.85	100.16
	Parks	\$170,253.00	\$2,242.44	\$59,412.25	\$110,840.75	34.90
	Sanitation	Budget	MTD	YTD	Variance	%
15651	Contracted Alley Service	\$137,000.00	\$13,451.85	\$134,484.38	\$2,515.62	98.16
15658	Recycle Center Disposal	\$12,500.00	\$351.43	\$8,886.13	\$3,613.87	71.09
15665	Plainview Recycle Prog.	\$1,800.00	\$0.00	\$1,252.32	\$547.68	69.57
15672	Tire Recycling	\$1,200.00	\$0.00	\$288.00	\$912.00	24.00
15679	Vector Control (Mosq.)	\$7,000.00	\$867.00	\$6,621.47	\$378.53	94.59
15686	Animal Control	\$2,000.00	\$55.90	\$1,687.43	\$312.57	84.37
	Sanitation	\$161,500.00	\$14,726.18	\$153,219.73	\$8,280.27	94.87
	Non-Budgeted Expense	Budget	MTD	YTD	Variance	%
16003	21-22 Solid Waste Grant	\$0.00	\$5,084.31	\$5,084.31	-\$5,084.31	
16006	21-22 PD In-car cams	\$0.00	\$0.00	\$9,510.00	-\$9,510.00	
16007	Insurance Settlement	\$0.00	\$4,397.00	\$10,567.50	-\$10,567.50	
16008	21-22 PD Mobile Computers	\$0.00	\$0.00	\$7,317.29	-\$7,317.29	
16009	21-22 EMS Building repairs	\$0.00	\$0.00	\$850.00	-\$850.00	
16010	21-22 EMS Building repairs - ARPA	\$0.00	\$7,500.00	\$15,000.00	-\$15,000.00	
16011	21-22 CJD Body Cam Grant	\$0.00	\$0.00	\$5,450.00	-\$5,450.00	
	Non-Budgeted Expense		\$16,981.31	\$53,779.10	-\$53,779.10	
	Total Operating Expense	\$738,438.00	\$64,845.88	\$676,681.59	\$61,756.41	91.64

	Payroll	Budget	MTD	YTD	Variance	%
17007	Administrative Payroll	\$94,745.00	\$11,470.38	\$98,399.21	-\$3,654.21	103.86
17014	Police Payroll	\$179,282.00	\$18,826.60	\$177,947.19	\$1,334.81	99.26
17021	Judicial Payroll	\$22,942.00	\$1,801.14	\$17,197.88	\$5,744.12	74.96
17028	Sanitation Payroll	\$7,862.00	\$949.20	\$7,875.00	-\$13.00	100.17
17035	TML - Admin	\$5,615.00	\$1,021.82	\$5,799.49	-\$184.49	103.29
17042	TML - Police	\$22,450.00	\$2,464.53	\$21,416.74	\$1,033.26	95.40
17056	TMRS - Admin	\$4,690.00	\$982.63	\$5,044.91	-\$354.91	107.57
17063	TMRS - Police	\$8,875.00	\$1,659.47	\$8,965.81	-\$90.81	101.02
17098	TWC - Unemployment	\$1,100.00	\$0.00	\$446.02	\$653.98	40.55
17105	TML Workman`s Comp	\$6,370.00	\$0.00	\$5,949.50	\$420.50	93.40
17175	HR Expense	\$500.00	\$0.00	\$0.00	\$500.00	0.00
17600	Payroll Tax (FICA)	\$23,350.00	\$2,528.10	\$23,402.24	-\$52.24	100.22

Payroll	\$377,781.00	\$41,703.87	\$372,443.99	\$5,337.01	98.59
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* CURRENT YEAR SURPLUS	\$196,328.55	\$72,867.77	-\$72,867.77
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City of Hale Center

Period:Yr 22 Pd 12

Title: Budget vrs Actual

Date: 09/30/2022 8:49 AM

Operating Revenues		Budget	MTD	YTD	Variance	%
24007	Metered Water Sales	\$525,000.00	\$39,388.38	\$616,977.17	-\$91,977.17	117.52
24014	Sewer Service Sales	\$149,500.00	\$13,426.96	\$155,222.96	-\$5,722.96	103.83
24021	Late Fees	\$18,200.00	\$2,365.80	\$21,353.33	-\$3,153.33	117.33
24028	Returned Check Fees	\$0.00	\$30.00	\$185.00	-\$185.00	
24035	ACH/CC Processing Fees	\$7,000.00	\$525.00	\$8,574.41	-\$1,574.41	122.49
24056	Reconnection Fees	\$8,700.00	\$435.00	\$5,580.00	\$3,120.00	64.14
24063	Water Tap Fees	\$2,400.00	\$0.00	\$0.00	\$2,400.00	0.00
24070	Misc. Income	\$1,000.00	\$0.00	\$531.30	\$468.70	53.13
24200	Returns / Overread / Adj.	\$0.00	-\$2,370.36	-\$129,170.91	\$129,170.91	
Operating Revenues		\$711,800.00	\$53,800.78	\$679,253.26	\$32,546.74	95.43

TOTAL REVENUE	\$711,800.00	\$53,800.78	\$679,253.26	\$32,546.74	95.43
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Administration		Budget	MTD	YTD	Variance	%
25007	Accounting	\$9,450.00	\$0.00	\$8,550.00	\$900.00	90.48
25014	Attorney Fees	\$4,500.00	\$0.00	\$2,812.50	\$1,687.50	62.50
25021	Legal Publications	\$750.00	\$0.00	\$0.00	\$750.00	0.00
25028	ACH/CC Expense	\$5,500.00	\$0.00	\$0.00	\$5,500.00	0.00
25035	Dues, Registrations & Meetings	\$4,000.00	\$1,171.51	\$7,129.04	-\$3,129.04	178.23
25042	Office Supplies	\$4,000.00	\$424.00	\$4,011.41	-\$11.41	100.29
25049	Postage	\$5,200.00	\$309.76	\$4,616.62	\$583.38	88.78
25056	Printing	\$0.00	\$430.56	\$430.56	-\$430.56	
25063	Equipment Leasing / Maint.	\$4,500.00	\$489.33	\$5,702.72	-\$1,202.72	126.73
25070	Misc. Expense	\$500.00	\$50.00	\$75.00	\$425.00	15.00
Administration		\$38,400.00	\$2,875.16	\$33,327.85	\$5,072.15	86.79

Nondepartmental		Budget	MTD	YTD	Variance	%
25105	City Hall Maint.	\$500.00	\$0.00	\$0.00	\$500.00	0.00
25112	General Insurance	\$13,880.00	\$0.00	\$16,382.51	-\$2,502.51	118.03
25119	Utilities - Gas and Elect.	\$8,600.00	\$1,191.28	\$10,855.06	-\$2,255.06	126.22
25126	Telephone/Internet	\$6,100.00	\$394.27	\$5,023.27	\$1,076.73	82.35
25133	Software / IT	\$3,000.00	\$0.00	\$2,226.39	\$773.61	74.21
25147	Pest Control	\$1,320.00	\$110.00	\$1,320.00	\$0.00	100.00
25154	Debt Service - Lease Purchase 2027	\$13,640.00	\$0.00	\$13,637.68	\$2.32	99.98
25168	Transfer to General Fund	\$110,674.00	\$0.00	\$0.00	\$110,674.00	0.00
25400	Returned Check / Rejected ACH		-\$499.46	-\$7,790.08	\$7,790.08	
Nondepartmental		\$157,714.00	\$1,196.09	\$41,654.83	\$116,059.17	26.41

	Water / Sewer Maintenance	Budget	MTD	YTD	Variance	%
25560	Dues, Registrations & Training	\$6,000.00	\$422.73	\$5,307.59	\$692.41	88.46
25567	Uniforms	\$3,200.00	\$300.00	\$2,394.88	\$805.12	74.84
25581	Engineering Fees	\$4,000.00			\$4,000.00	
25588	State Fees & Permits	\$1,500.00		\$1,250.00	\$250.00	83.33
25595	Production Utilities	\$36,100.00	\$4,105.95	\$42,350.78	-\$6,250.78	117.32
25602	Lab Samples - Testing	\$4,200.00	\$1,682.44	\$5,710.08	-\$1,510.08	135.95
25609	Building & Grounds Maint.	\$1,000.00		\$14.99	\$985.01	1.50
25616	Vehicle & Equip. Fuel	\$14,000.00	\$1,402.34	\$16,257.07	-\$2,257.07	116.12
25623	Vehicle Maint.	\$7,000.00	\$165.00	\$3,719.01	\$3,280.99	53.13
25630	Equip. Maint.	\$9,000.00	\$2,919.79	\$5,961.61	\$3,038.39	66.24
25644	Materials & Supplies	\$16,000.00	\$400.15	\$15,932.20	\$67.80	99.58
25651	Water Sewer Treatment	\$6,000.00	\$256.72	\$5,559.18	\$440.82	92.65
25658	Utility Repairs & Maint.	\$52,276.00	\$7,615.19	\$50,394.26	\$1,881.74	96.40
25665	CDBG Grant Project			\$407.93	-\$407.93	
	Water / Sewer Maintenance	\$160,276.00	\$19,270.31	\$155,259.58	\$5,016.42	96.87

	Non-Budgeted Expense	Budget	MTD	YTD	Variance	%
26003	2021-Variable Drives			\$4,477.84	-\$4,477.84	
26005	LCC WEST YARD			\$5,645.77	-\$5,645.77	
26007	Backhoe Purchase - ARPA			\$81,000.00	-\$81,000.00	
	Non-Budgeted Expense			\$91,123.61	-\$91,123.61	

	Total Operating Expense	\$356,390.00	\$23,341.56	\$321,365.87	\$35,024.13	90.17
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	Payroll	Budget	MTD	YTD	Variance	%
27007	Administrative Payroll	\$89,740.00	\$10,570.86	\$91,688.67	-\$1,948.67	102.17
27014	W/S Maint Payroll	\$189,000.00	\$22,118.43	\$184,169.09	\$4,830.91	97.44
27021	TML - Admin.	\$5,615.00	\$986.26	\$5,568.02	\$46.98	99.16
27028	TML - Maint.	\$28,063.00	\$3,839.21	\$22,390.62	\$5,672.38	79.79
27035	TMRS - Admin.	\$4,442.00	\$877.68	\$5,081.71	-\$639.71	114.40
27042	TMRS - Maint.	\$9,256.00	\$1,795.55	\$8,824.07	\$431.93	95.33
27056	TWC - Unemployment	\$1,100.00	\$0.00	\$446.06	\$653.94	40.55
27063	TML Workman`s Comp	\$6,370.00	\$0.00	\$5,949.50	\$420.50	93.40
27175	HR Expense	\$500.00	\$0.00	\$0.00	\$500.00	0.00
27600	Payroll Tax Expense (FICA)	\$21,324.00	\$2,500.75	\$21,442.06	-\$118.06	100.55
	Payroll	\$355,410.00	\$42,688.74	\$345,559.80	\$9,850.20	97.23

	Total Payroll Expense	\$355,410.00	\$42,688.74	\$345,559.80	\$9,850.20	97.23
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* CURRENT YEAR SURPLUS	-\$12,229.52	\$12,327.59	-\$12,327.59
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ORDINANCE 20221018

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF HALE CENTER, HALE, COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY AND APPROVING THE SERVICE PLAN THEREUPON ATTACHED AND ZONING THE PROPERTY AS R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

On this the 18th day of October, 2022, there came on and was held at the regular meeting place, the LeMond Community Center, in the City of Hale Center, Texas, an open meeting of the City Council of the City of Hale Center, Texas held pursuant to the provisions of the Texas Open Meetings Act (Local 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, **Scott Parsley**, owner of the hereinafter described property did present to the City Council of the City of Hale Center a duly signed and acknowledged petition, bearing the date September 6, 2022 for annexation into the city limits of the City of Hale Center, Texas, the following described territory, to-wit:

Tract

A 60' by 120' tract of land out of the South One-half (S/2) of Section Number 2, Block A-1, Hale County, Texas, described by metes and bounds as follows:

BEGINNING for reference at the Northeast Corner of Lot 2, Boyd Subdivision, Annex No. 3, Hale Center, Texas, which is also the Northwest Corner of Lot 9, Boyd Subdivision, Annex No. 4, and which point is on the South boundary line of South Lawn Street in Hale Center, Texas;

THENCE East 100 feet along the South boundary line of said South Lawn Street to a point, the most easterly North corner of said Annex No. 4 which point is the intersection of the South boundary line of South Lawn Street and the East boundary of 20 foot alley which is East boundary of said Annex No. 4 for the beginning corner of this tract;

THENCE South along the East boundary of said Annex No. 4 and the East boundary of an Alley, 125 feet to a point;

THENCE East parallel with an extension of the South boundary of the South boundary line of South Lawn Street a distance of sixty (60) feet to a point;

THENCE North parallel with the East line of said alley and east line of Annex No. 4 a distance of 125 feet to a point in the extension of the South line of said South Lawn Street;

THENCE West along the extension of the South boundary line of South Lawn Street Sixty (60) feet to the PLACE OF BEGINNING.

Ownership of which is recorded Vol. 2015, Page 3706, Hale County Deed of Records, a copy of which is attached to this document as EXHIBIT "A"

Metes and bounds being better described on a Warranty Deed of the previous owner(s) conveying deed to "EXHIBIT A"; ownership of which is recorded Vol. 2001, Pages 2966 and 2967, Hale County Deed of Records, a copy of which is attached to this document as EXHIBIT "B"

WHEREAS, the City Council finds that said territory is less than one-half mile in width; and is contiguous and adjacent to the City of Hale Center, Hale County, Texas; and is vacant and without residents or has fewer than three (3) qualified resident voters and as such is subject to annexation into the city limits of the City of Hale Center under the provisions of Section 43.028 of the Local Government Code; and

WHEREAS, the City of Hale Center, Texas has prepared a service plan that provides for the extension of municipal services into the area to be annexed, and such plan has been available for inspection by the inhabitants of the area to be annexed, and such service plan is hereby approved and attached and becomes as part of this ordinance, attached as "Exhibit C"; and

WHEREAS, a public hearings, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the hereinabove described property was held at the LeMond Community Center, 110 East Stevenson in the City of Hale Center, Texas at 7:00 P.M. on October 18, 2022; and

WHEREAS, Notice of such public hearing was published in the Abernathy Advocate, a newspaper of general circulation in the City of Hale Center, Texas on September 30, 2020, which date is not more than twenty nor less than ten days prior to the date of such public hearing; and

WHEREAS, the City Council finds that the provisions of Chapter 43 of the Local Government. Code of the State of Texas have been complied with; and

WHEREAS, this meeting is open to the public as required by law and public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, and

WHEREAS, the City Council of the City of Hale Center, Texas has determined that the annexation of said property will not have the effect nor result in denying the right to vote, nor unfairly dilute the voting strength of any person or group of persons on account of race, color, or language minority, and such City Council has directed the City Secretary of the City of Hale Center, Texas to comply with all preclearance provisions of Section 5 of the Voting Rights Act of 1965 (42 U.S.C. Sec. 1973); and

WHEREAS, said property is intended for **R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)** and shall be annexed into the City of Hale Center, Texas in zoning district as such in accordance with the Code of Ordinances of the City of Hale Center, Texas; and

WHEREAS, after hearing such petition and the arguments for and against the same the City Council of the City of Hale Center, Texas has voted to grant such petition and to annex said territory to the City of Hale Center, Texas; and

WHEREAS, it is in the public interest and welfare that this ordinance be passed;

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

That the following described property, to-wit:

A 60' by 120' tract of land out of the South One-half (S/2) of Section Number 2, Block A-1, Hale County, Texas, described by metes and bounds as follows:

BEGINNING for reference at the Northeast Corner of Lot 2, Boyd Subdivision, Annex No. 3, Hale Center, Texas, which is also the Northwest Corner of Lot 9, Boyd Subdivision, Annex No. 4, and which point is on the South boundary line of South Lawn Street in Hale Center, Texas;

THENCE East 100 feet along the South boundary line of said South Lawn Street to a point, the most easterly North corner of said Annex No. 4 which point is the intersection of the South boundary line of South Lawn Street and the East boundary of 20 foot alley which is East boundary of said Annex No. 4 for the beginning corner of this tract;

THENCE South along the East boundary of said Annex No. 4 and the East boundary of an Alley, 125 feet to a point;

THENCE East parallel with an extension of the South boundary of the South boundary line of South Lawn Street a distance of sixty (60) feet to a point;

THENCE North parallel with the East line of said alley and east line of Annex No. 4 a distance of 125 feet to a point in the extension of the South line of said South Lawn Street;

THENCE West along the extension of the South boundary line of South Lawn Street Sixty (60) feet to the PLACE OF BEGINNING.

be and the same is hereby annexed to the City of Hale Center, Texas, and that the boundary limits of the City of Hale Center, Texas be and the same are hereby extended to include the above described territory within the city limits of the City of Hale Center, Texas, and the same shall hereafter be included within the territorial limits of said city, and said land and future inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City of Hale Center, Texas, and shall be bound by the acts and ordinances of said city, and that the service plan hereupon attached shall be approved as part of this ordinance, and that such property shall be zoned as **R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)** The City Secretary is hereby directed to file with the County Clerk of Hale County, Texas a certified Copy of this ordinance.

Upon being put to a vote, the foregoing ordinance was Passed, on October 18, 2022 by a majority vote, there came on and was held at the regular meeting place, the LeMond Community Center, an open meeting of the City Council of the City of Hale Center, Texas held pursuant to the provisions of the Texas Open Meetings Act (Local 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 and Adopted this October 18, 2022 by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Hale Center, Texas and recorded in the ordinance book thereafter.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF HALE CENTER,
TEXAS, ON THE 18th DAY OF OCTOBER, 2022.**

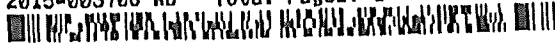
W. H. Johnson, Mayor

ATTEST:

Patricia Isaguirre, TRMC City Secretary

EXHIBIT "A"
AX 01-22

2015-003706 WD Total Pages: 1



Warranty Deed

State of Texas

County of Hale

Grantors

Grantee

Johnny Ray Bullock

Scott Parsley

Mary Nell Bullock

803 South Lawn

49 Steep Hollow

Hattiesburg, Mississippi 39402

Hale Center, Texas 79041

We Johnny Ray and Mary Nell Bullock do hereby Deed to Scott Parsley for the sum of ten dollars (\$10.00) the following describe property in Hale County, Texas, located in the city of Hale Center, Texas

At 803 South Lawn: Property AB 1648 Block A-1

Section 2 60x125 East of and

Adjacent to Lot 9 Boyd Annex #14, .17 acres

Property ID # is 13808

All Taxes are paid excepting the 2015 property taxes which will be paid by the Grantors upon receiving the statement from the Hale County Appraisal District

Johnny Ray Bullock *Mary Nell Bullock*
Johnny Ray Bullock Mary Nell Bullock

State of Mississippi, County of Lamar

Before me the undersigned authority, on this date personally appeared me, Johnny Ray Bullock and Mary Nell Bullock known to me as the Grantors who are on this document and acknowledge to me that They executed this document for the consideration therein stated.

Rebecca J. Harris 11-2-15

CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Latrice Kemp

Latrice Kemp County Clerk
Hale County, Texas
11/09/2015 02:25 PM
Fee: \$26.00
2015-003706 WD



2001 2966

20017796

WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HALE

THAT, I, DORIS J. HILL, hereinafter called GRANTOR(S), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to the said GRANTOR(S) paid by JOHNNY RAY BULLOCK and MARY NELL BULLOCK, whose mailing address is 805 South Lawn, Hale Center, Texas, 79041, hereinafter called GRANTEE(S), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, either expressed or implied, is retained; has (have) Granted, Sold, and Conveyed, and by these presents does (do) Grant, Sell and Convey, unto the said GRANTEE(S), all of the following described property, to-wit:

A 60' by 120' tract of land out of the South One-half (S/2) of Section Number 2, Block A-1, Hale County, Texas, described by metes and bounds as follows:

BEGINNING for reference at the Northeast Corner of Lot 2, Boyd Subdivision, Annex No. 3, Hale Center, Texas, which is also the Northwest Corner of Lot 9, Boyd Subdivision, Annex No. 4, and which point is on the South boundary line of South Lawn Street in Hale Center, Texas;

THENCE East 100 feet along the South boundary line of said South Lawn Street to a point, the most easterly North corner of said Annex No. 4 which point is the intersection of the South boundary line of South Lawn Street and the East boundary of 20 foot alley which is the East boundary of said Annex No. 4 for the beginning corner of this tract herein conveyed;

THENCE South along the East boundary of said Annex No. 4 and the East boundary of an Alley, 125 feet to a point;

THENCE East parallel with an extension of the South boundary of the South boundary line of South Lawn Street a distance of sixty (60) feet to a point;

THENCE North parallel with the East line of said alley and east line of Annex No. 4 a distance of 125 feet to a point in the extension of the South line of said South Lawn Street;

THENCE West along the extension of the South boundary line of South Lawn Street Sixty (60) feet to the PLACE OF BEGINNING.

This conveyance is subject to all valid existing building and use restrictions, easements and rights-of-way of record, visible or apparent, if any, and valid reservations of oil, gas and other mineral interests, if any.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE(S), his (her) (their) (its) heirs (successors) and assigns forever.

GRANTOR(S) hereby bind(s) himself (herself) (themselves) (itself) his (her) (their) (its) heirs, executors and administrators (successors) and assigns, to Warrant and Forever Defend all and singular the said premises unto the said GRANTEE(S) and to the heirs (successors) and assigns of the said GRANTEE(S) against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Payment of current taxes on said property is assumed by GRANTEE(S) herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, whenever the context so admits.

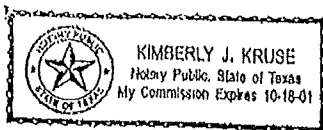
EXECUTED this 26th day of July, 2001.


DORIS J. HILL

STATE OF TEXAS

COUNTY OF HALE

This instrument was acknowledged before me on the 26 day of July, 2001, by
DORIS J. HILL.



Kimberly J. Kruse
Notary Public, State of Texas
My Commission Expires: _____

FILED

2001 JUL 30 PM 3:35

DIANE WILLIAMS
HALE COUNTY CLERK

y. Amelia DEPUTY

THE STATE OF TEXAS §
COUNTY OF HALE § I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED ON THE DATE AND TIME STAMPED HEREON BY AND WAS
RECORDED ON THE 30 DAY OF JULY AD 2001 IN VOL 975 PAGE
OF THE OFFICIAL PUBLIC RECORDS OF HALE COUNTY, TEXAS
DIANE WILLIAMS, COUNTY CLERK
HALE COUNTY, TEXAS

Amelia DEPUTY



#112/NEAB/m

Ret: Johnny R. Bullock
917 Broadway
Fla.

SERVICE PLAN FOR ANNEXED AREA – AX-01-22

WHEREAS, Scott Parsley, owner of the hereinafter described property did present to the City Council of the City of Hale Center, Hale County, Texas a duly signed and acknowledged petition for annexation of certain property described below into the city limits of the City of Hale Center, Hale County, Texas.

WHEREAS, Section 43.076 of the Local Government Code of the State of Texas requires that a plan of service be prepared, prior to the publication of notice of a hearing, providing for the extension of municipal services into the area to be annexed; and

WHEREAS, the following Service Plan has been prepared for said territory and is hereby presented for public inspection and for consideration by the City Council of the City of Hale Center, Hale County, Texas.

PURSUANT TO THE PROVISIONS SECTION 43.076 OF THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS, THERE IS HEREBY PREPARED FOR THE AREA BOUNDED, AS DESCRIBED ABOVE, THE FOLLOWING PLAN OF SERVICE:

SECTION I: AREA COVERD BY SERVICE PLAN.

The following area to be annexed is covered by the provisions of this service plan:

At 803 South Lawn: Property AB 1648 BlockA-1
Section 2 60x125 East of and
Adjacent to Lot 9 Boyd Annex #4, 0.17 acres
Recorded Vol. 2015, Page 3706, Hale County Deed of Records, a copy of which is
attached to this document as EXHIBIT "A"

SECTION II: PROVISION OF SERVICES.

The City of Hale Center, Texas hereby proposes to provide for the provision of municipal services to the area to be annexed. The City shall provide the services in accordance with the provisions of its Code of Ordinances regulating the extension of said services. This service plan does not propose a uniform level of full municipal services to the territory to be annexed if characteristics of topography, land use and population density are considered by the City as a sufficient basis for providing a different level of services. The following service plan shall constitute a program under which the City shall provide the following services in the area within sixty (60) days of the date of annexation.

1. Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided on the effective date of annexation.

2. Fire Protection

Fire protection by present personnel and equipment of the fire fighting force, within the limitations of available water, will be provided on the effective date of annexation.

3. Solid Waste Collection

The same regular solid waste collection service now provided within the city will be extended to the annexed area within sixty (60) days after the effective date of annexation.

4. Maintenance of Water and Wastewater Facilities

a. Water Service

Maintenance of existing city owned water lines in annexed areas will be in accordance with established policies of the city within sixty (60) days after the effective date of annexation.

b. Wastewater Service.

Maintenance of existing city owned wastewater lines will be in accordance with the established policies of the city within sixty (60) days after the effective date of annexation.

5. Maintenance of Roads and Streets, Including Road and Street Lighting

a. Maintenance of Roads and Streets

(1) Emergency maintenance of streets (repair of hazardous chuckholes, measures necessary for traffic flow, etc.) will begin on the effective date of annexation.

(2) Routine maintenance on the same basis as in the present city limits will begin in the annexed area within sixty (60) days after the effective date of annexation.

(3) Reconstruction and resurfacing of streets, installation of storm drainage ditches, and other major improvements, as the need thereof is determined by the governing body, will be accomplished under the present established policies of the city.

b. Street and Road Lighting

Installed street lighting will be maintained in accordance with current standards.

6. Maintenance of Parks and Playgrounds

a. Parks and Playgrounds

Residents of the annexed area may use existing parks and recreational facilities on the effective date of annexation.

7. Maintenance of Any Other Publicly Owned Facility, Building Or Service

a. Inspection and code enforcement services

Any inspection or code enforcement services now provided by the city (building, electrical, plumbing, etc.) will begin in the annexed area on the effective date of annexation.

b. Planning and Zoning

(1) The planning and zoning jurisdiction of the city will extend to the annexed area on the effective date of annexation.

(2) The area annexed will be zoned as R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) on the effective date of annexation.

SECTION III: EXTENSION OF SERVICES.

The City of Hale Center, Texas hereby proposes to provide for the extension of municipal services to the area to be annexed. The City shall provide the services in accordance with the provisions of its Code of Ordinances regulating the extension of said services. The following service plan shall constitute a program under which the City shall extend the following services in the area.

1. Extension of Water and Wastewater Facilities

Doc #3 AX-01-22

a. Water Service

(1) Construction of any new water lines to service the area will be at the expense of the property owner(s) served by the line as provided for in city ordinances.

b. Wastewater Service.

(1) Construction of any new wastewater collection lines will be at the expense of the property owner(s) served by the line as provided for in city ordinances.

2. EXTENSION OF ROADS AND STREETS, INCLUDING ROAD AND STREET LIGHTING

a. Extension of Roads and Streets

(1) Construction of curbs and gutters and paving of streets will be at the expense of the property owner as provided for in city ordinances.

(2) Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards.

(3) Street name signs where needed will be installed within two (2) years after the effective date of annexation.

b. Street and Road Lighting

Street lighting will be installed in accordance with current standards at the time of petition to the governing body for placement of a street light.

SECTION IV: APPROVAL AND TERM OF SERVICE PLAN

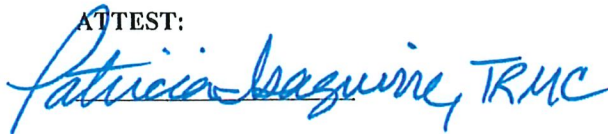
1. Upon completion of the public hearings at which this service plan is presented for public inspection and consideration, this service plan shall be attached to the ordinance annexing the territory described above and approved as part of the ordinance.

2. This service plan shall become effective upon the final approval of the ordinance annexing the territory described above.

This service plan shall be valid for a period not to exceed ten years from the date of annexation.

SUBMITTED on this 6th day of September, 2022, for public inspection and consideration and for approval by the City Council of the City of Hale Center, Hale County, Texas.

ATTEST:



Patricia Isaguirre, TRMC
City Secretary

SIGNED:



Mike Cypert
City Manager

CITY OF HALE CENTER, TEXAS

SERVICE AGREEMENT: PAW PALS ORGANIZATION

This agreement is made and entered into by and between the City of Hale Center, Texas (hereinafter "City"), Texas a municipal corporation situated in Hale County, Texas, and Paw Pals of Hale Center, an animal humane society and volunteer organization which provides much needed care for impounded, strayed and surrendered animals for the City animal shelter.

WHEREAS, Paw Pals and the City desire to have an agreement to provide for the care of present and future animal services;

NOW THEREFORE, the Parties agree as follows:

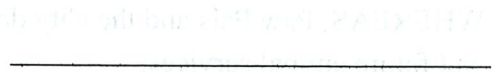
1. Paw Pals will be responsible for the holding and caring of impounded, strayed or abandoned animals; providing necessary food, sustenance and health care including vaccinations and physical exams as may be needed; providing adoption services for suitable animals through advertising, social media, public events, and any manner Paw Pals wishes to publicize its adoption services; and
2. All the administrative work that is associated with caring for stray and impounded animals; and
3. Paw Pals volunteers will have access to the shelter 24 hours a day, seven days a week; and
4. Paw Pals agrees to disseminate information to the public concerning the need for the proper care and treatment of dogs and cats; and
5. To advocate the prevention of needless birth of unwanted dogs and cats; and
6. Paw Pals has the right to charge adoption fees in which they determine to help recover their costs of vaccinations, micro-chipping, medical care, advertising and other costs associated with the care and adoption of the shelter animals; and
7. The City agrees to provide the necessary shelter and equipment to house such animals. The City further agrees to maintain and make any necessary repairs to the shelter; and
8. The City maintains the animal shelter as a "no kill" facility, except for animals that are severely injured, or diseased, in which medical care of the animal is not feasible and in which it would be in the best humane interest of the animal to be humanely euthanized; and
9. The City will be responsible for the capture of stray or abandoned animals inside the city limits of Hale Center. Paw Pals has the right to accept or deny surrendered animals from outside the city; and
10. Any animal at the shelter not claimed within seventy-two ten (72) hours shall be deemed abandoned and will become the property of Paw Pals.

This agreement shall be in effect for a one (1) year period beginning on the 1st day of October, 2022 and continuing until the 30th of September, 2023. This agreement is renewable annually and either party to this agreement may cancel this agreement upon thirty (30) days written notice.

In witness whereof, this Agreement the parties have signed and executed on this the ____ day of October, 2022.

Paw Pals of Hale Center

City of Hale Center



Alex Atwood, President

W.H Johnson, Mayor

Attest:

Patricia Isaguirre, TRMC, City Secretary

CITY OF HALE CENTER, TEXAS

SERVICE FOR FEE AGREEMENT: EMERGENCY MEDICAL SERVICES

This agreement is made and entered into by and between the City of Hale Center, Texas (hereinafter "City"), Texas a municipal corporation situated in HALE County, Texas, and the Hale Center Emergency Medical Service Association, (hereinafter "HCEMS"), an association of volunteers organized to provide emergency medical services within the corporate limits of the City of Hale Center, Texas.

For and in consideration of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

1. The HCEMS shall provide emergency medical services within the corporate limits of the City of Hale Center, Texas.
2. The City shall pay to the HCEMS the sum of \$57,000.00 annually, to be paid monthly in the amount of \$4,750.00, such sum representing amount budgeted annually by the City of Hale Center, Texas dedicated for the benefit of the EMS. This paragraph does not in any way obligate the City to make any annual or additional payments to the HCEMS in any amount, unless otherwise agreed to by the City herein or in another written agreement.

During the term of this agreement, the City shall bear the cost of insuring EMS-owned ambulances and City-owned real estate property either directly or by reimbursement to the HCEMS, at the option of the City. The HCEMS shall at all times keep the City informed as to the identity of all persons who may operate City-insured vehicles, and the HCEMS shall provide the City with information necessary to satisfy inquiries and applications with insurers of the City, specifically driver's license information. The City also agrees to bear the cost(s) of electric, gas and water and sewer utilities, required maintenance and repairs to City-owned buildings housing the HCEMS and to provide a building to the HCEMS lease-free as a base for operations. The HCEMS under the purview and discretion of the Director, may offer in-kind services by HCEMS personnel to assist with repairs and maintenance to offset the cost of such. Any major improvements to city property or buildings require city approval prior to construction. HCEMS will be responsible for the upkeep and maintenance of the lawns and grounds and will keep the grounds mowed and well kept. The HCEMS shall defend, save, and hold harmless from any liability in connection with injury to any person or damage to any property arising out of the acts, omissions, negligence, or other conduct of the operations of the HCEMS.

3. The City shall have the authority to appoint two (2) members to the HCEMS Board of Directors.
4. The Director of the HCEMS shall be appointed by the board of the HCEMS. The Director may be removed by the board of the HCEMS. All other emergency medical technicians/paramedics of the HCEMS shall be appointed by the HCEMS Director.

The Director shall:

- a. Attend meetings of the Hale Center City Council as required by the City Council.
 - b. Execute all documents relating to emergency medical services.
 - c. Assure that the operation of the HCEMS personnel and equipment meets all applicable federal, state, and local standards related to emergency medical services.
 - d. Report to the City Council at the regular City Council meeting of each calendar month on the HCEMS's emergency service, education and training activities, financial status - including balances for all accounts, monthly and year-to-date profit and loss statements and Accounts Receivable/Payable, outstanding debts, etc. – and any other relevant activities.
5. This agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the ordinances of the City of Hale Center, Texas.
 6. This Agreement shall extend to and be binding upon the parties and their respective successors and assignees; provided, however, that the Agreement may not be assigned without the written consent of both parties.
 7. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Hale County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.
 8. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the HCEMS as those terms are understood herein.
 9. Except as otherwise provided herein, this Agreement may be terminated by either party upon written notice to the other party, served upon the either party at least ninety (90)

days prior to termination date. If either party commits a breach of any provision of this Agreement, this Agreement may be terminated by the non-breaching party upon providing ten (10) days written notice to the breaching party, except that if the breaching party cures the breach within the ten (10) day period, the right of the non-breaching party to terminate this Agreement does not accrue.

10. HCEMS agrees that the City shall have the right to inspect all records and documents of the HCEMS at any reasonable time. Such right of inspection shall not be unreasonably withheld by the HCEMS.
 11. By or before July 1st of each calendar year, the HCEMS shall submit an annual proposed budget to the City which includes, at a minimum, the HCEMS's current account balances, estimated revenues, and proposed expenditures for the ensuing year. The HCEMS shall, along with its proposed budget, submit a listing of all assets owned by the HCEMS including all emergency service equipment, apparatus or any other equipment and rolling stock, and a listing of all City-owned property in the possession of the HCEMS.
 12. HCEMS agrees to save, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this Agreement.
- This Agreement is not intended to expand any liability that the HCEMS may have to any third party.
13. This Agreement shall be in effect for a one (1) year period beginning on the 1st day of October, 2022 and continuing until the 30th day of September, 2023.
 14. If any of the provisions of this Agreement are declared invalid for any reason, the invalidation shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions. The provisions of this Agreement are severable.

In witness whereof, this Agreement the parties have signed and executed on this the ____ day of October, 2022.

Hale Center Emergency Medical Service Association:

Mel Gomez, President

Jackie King, Secretary

Wayne Cargill, Director

Junior Garcia, Director

Alisha Murphy, Director

The City of Hale Center, Texas:

W.H. Johnson, Mayor

Attest:

Patricia Isaguirre, TRMC, City Secretary

CITY OF HALE CENTER, TEXAS
SERVICE FOR FEE AGREEMENT: FIRE PROTECTION

This agreement is made and entered into by and between the City of Hale Center, Texas (hereinafter "City"), Texas a municipal corporation situated in HALE County, Texas, and the Hale Center Volunteer Fire Department (hereinafter "HCVFD"), an association of volunteers organized to provide fire protection services within the corporate limits of the City of Hale Center, Texas.

For and in consideration of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

1. The HCVFD shall provide fire prevention, fire protection, and emergency rescue services within the corporate limits of the City of Hale Center, Texas.
2. The City shall pay to the HCVFD the sum of \$9,900.00 annually, to be paid monthly in the amount of \$825.00, such sum representing amount budgeted annually by the City of Hale Center, Texas dedicated for the benefit of the Fire Department. This paragraph does not in any way obligate the City to make any annual or additional payments to the HCVFD in any amount, unless otherwise agreed to by the City herein or in another written agreement.

During the term of this agreement, the City shall allow the HCVFD to use certain firefighting equipment owned by the City, with the City retaining ownership of the equipment. The HCVFD may use the City's firefighting equipment in any of the HCVFD's operations. The City-owned equipment may be used by the department when necessary in the operations of the department outside the corporate limits of the City. Except in extreme emergency situations, however, the HCVFD shall always have sufficient equipment available to protect lives and property within the corporate limits of the City. HCVFD shall maintain the City- owned equipment in good repair, and the City shall bear the cost of insuring the equipment, either directly or by reimbursement to the HCVFD, at the option of the City. The HCVFD shall at all times keep the City informed as to the identity of all persons who may operate City-owned vehicles, and the HCVFD shall provide the City with information necessary to satisfy inquiries and applications with insurers of the City, specifically driver's license information. The City also agrees to reimburse the HCVFD, or purchase the costs of insurance connected with the operation of the HCVFD as to personal injury or property damage to any persons or property. The HCVFD shall defend, save, and hold harmless from any liability in connection with injury to any person or damage to any property arising out of the acts, omissions, negligence, or other conduct of the operations of the HCVFD.

3. The HCVFD shall cooperate with the City in a concerted effort to maintain the lowest possible fire insurance classification of the property within the corporate limits of the City.
4. The HCVFD shall not charge any resident or property owner for the provision of any service within the corporate limits of the City.
5. The Fire Chief of the HCVFD shall be elected by the membership of the HCVFD, subject to the approval of the City Council of the City of Hale Center, Texas. The Fire Chief may be removed by the membership of the HCVFD, subject to the approval of such action by the City Council of the City of Hale Center, Texas. All other officers of the HCVFD shall be elected by the HCVFD members every three years, subject to the approval of the City Council of the City of Hale Center, Texas.
6. The HCVFD agrees to provide personnel, at no cost to the City, to serve in the position of Fire Marshal, should the City choose to appoint a member of the HCVFD to the position of City Fire Marshal. This paragraph is not intended to require the City to appoint the City Fire Marshal from the membership of the HCVFD. The City may appoint anyone who is otherwise qualified to serve in that position.

The Fire Chief shall:

- a. Attend meetings of the Hale Center City Council as required by the City Council.
 - b. Aid in the enforcement of all city ordinances relating to the prevention and control of fire and to the protection of life and property within the City.
 - c. Execute all documents relating to fire prevention, fire protection, and emergency rescue services.
 - d. Assure that the operation of the HCVFD personnel and equipment meets all applicable federal, state, and local standards related to fire protection, fire prevention, and emergency rescue services.
 - e. Report quarterly to the City Council at the regular City Council meeting for the months of January, April, July and October on the HCVFD's firefighting activities, training activities, emergency rescue activities, financial status and any other relevant activities.
7. This agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the Ordinances of the City of Hale Center, Texas.
 8. This Agreement shall extend to and be binding upon the parties and their respective successors and assignees; provided, however, that the Agreement may not be assigned without the written consent of both parties.

9. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Hale County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.
10. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the HCVFD as those terms are understood herein.
11. Except as otherwise provided herein, this Agreement may be terminated by either party upon written notice to the other party, served upon the either party at least ninety (90) days prior to termination date. If either party commits a breach of any provision of this Agreement, this Agreement may be terminated by the non-- breaching party upon providing ten (10) days written notice to the breaching party, except that if the breaching party cures the breach within the ten (10) day period, the right of the non-- breaching party to terminate this Agreement does not accrue.
12. HCVFD agrees that the City shall have the right inspect all records and documents of the HCVFD at any reasonable time. Such right of inspection shall not be unreasonably withheld by the HCVFD.
13. By or before July 1st of each calendar year, the HCVFD shall submit an annual proposed budget to the City which includes, at a minimum, the HCVFD's current account balances, estimated revenues, and proposed expenditures for the ensuing year. The HCVFD shall, along with its proposed budget, submit a listing of all assets owned by the HCVFD including all fire equipment, apparatus or any other equipment and buildings, and a listing of all City-owned property in the possession of the HCVFD.
14. HCVFD agrees to save, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this Agreement.

This Agreement is not intended to expand any liability that the HCVFD may have to any third party.

15. This Agreement shall be in effect for a one (1) year period beginning on the 1st day of October, 2021 and continuing until the 30th day of September, 2022.

16. If any of the provisions of this Agreement are declared invalid for any reason, the invalidation shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions. The provisions of this Agreement are severable.

NOTE: amendment to the Service Agreement:

- The City shall utilize the Texas Community Development Block Grant (TxCDBG) Fire, Ambulance and Service Truck (FAST) Grant provided by the Texas Department of Agriculture (TDA) in the amount of \$471,808 to pay for administration services and purchase one (1) brush truck, one (1) pumper fire truck, four (4) self-contained breathing apparatus (SCBAs), one (1) vehicle extrication rescue set, and all associated appurtenances. The vehicles and equipment are purchased to ensure public safety and comply with current vehicle/equipment safety standards within the primary service area that includes the corporate limits of the City of Hale Center, Texas and the mutual aid agreement with Hale County.*
- The City shall pay, at minimum, \$5,000 in matching funds toward purchase of vehicles and equipment funded by the Texas Community Development Block Grant (TxCDBG) Fire, Ambulance and Service Truck (FAST) Grant provided by the Texas Department of Agriculture (TDA) and will be responsible for any cost overruns that occur pertaining toward the project.*
- The City shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. The City shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, the City shall maintain records of all materials, property, and services as may be procured with funds provided herein.*
- The HCVFD shall comply with federal, state, and TxCDBG procurement policies.*
- The HCVFD shall submit a report detailing the services and/or functions of the vehicle(s) and/or equipment purchased with contract funds. The initial report shall be submitted by December 31st of each year, beginning with the year the Project Completion Report (A1200) is submitted, and shall continue to be submitted annually for four (4) years.*

Hale Center Volunteer Fire Department:

The City of Hale Center, Texas:

Attest:

Patricia Isaguirre, TRMC, City Secretary

Contract for Library Services

This Agreement made and entered into this ____ day of October 2022 by and between the City of Hale Center, Texas (herein further referred to as "the City") and the Hale Center Public Library (herein further referred to as "the Library").

WHEREAS, the residents of the City are in need of library services; and

WHEREAS, the Library Board is willing to provide full library services to one-hundred percent (100%) of the residents of the City in exchange for certain considerations, and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Commencing on the effective date of this agreement, the Library Board agrees to permit all residents of the City the use of the facilities and all other regular services normally provided at the Library, subject to the Library's regular rules and regulations.
2. Upon application and proper identification, residents of the City shall be issued library cards and shall be entitled to the same rights and privileges, as are residents of the City.
3. In consideration of said library services, the City shall pay the Library Board the sum of \$5,400.00 annually, to be paid monthly in the amount of \$450.00, such sum representing amount budgeted annually by the City of Hale Center, Texas dedicated for the benefit of the Library. Said amount shall be payable in twelve (12) equal installments on or before the third (3rd) business day of the month during the term of this contract. This paragraph does not in any way obligate the City to make any annual or additional payments to the Library in any amount, unless otherwise agreed to by the City herein or in another written agreement.

The Library shall defend, save, and hold harmless from any liability in connection with injury to any person or damage to any property arising out of the acts, omissions, negligence, or other conduct of the operations of the Library.

4. This agreement shall be effective on the 1st day of October, 2001, for a term of ten (10) years and shall be automatically extended, thereafter, for five (5)-year periods. Either party, hereto, may terminate this agreement by giving written notice to the other party at least six (6) months prior to each five (5)-year period.
5. The Library shall provide the City with a copy of the financial audit of the Library's operating accounts as soon as possible after its independent accountants have certified it after the close of each fiscal year of the Library during the term of this contract. The Library shall also furnish, at the close of each fiscal year during this contract, its annual report.

6. The City shall provide the Library with a copy of its budget and its financial statement or audit as soon as possible after the close of each of its fiscal years during the term of this contract.
7. This agreement is the sole agreement between the parties that relates to provision of library services. No modification of this Agreement shall be effective unless made by an amendment in writing executed by authorized persons on behalf of both parties.

IN WITNESS WHEREOF, this contract has been formally approved and executed on behalf of each of the parties hereto by their duly authorized representatives on the day above first written.

X

W.H. Johnson
Mayor, City of Hale Center, Texas

REAFFIRMED AND EXECUTED this the _____ day of _____, 2022

X

Jamie Benson

President, Hale Center Public Library

REAFFIRMED AND EXECUTED this the 30th day of September, 2022

CITY OF HALE CENTER, TEXAS

SERVICE FOR FEE AGREEMENT: SENIOR CITIZENS SERVICES

This agreement is made and entered into by and between the City of Hale Center, Texas (hereinafter "City"), Texas a municipal corporation situated in HALE County, Texas, and the Hale Center Senior Citizens Association, Inc., (hereinafter "HCSCA"), a non-profit association organized to provide senior citizen services within the corporate limits of the City of Hale Center, Texas.

For and in consideration of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

1. The HCSCA shall provide senior citizen services within the corporate limits of the City of Hale Center, Texas.
2. The City shall pay to the HCSCA the sum of \$6,000.00 annually, to be paid monthly in the amount of \$500.00, such sum representing amount budgeted annually by the City of Hale Center, Texas dedicated for the benefit of the Senior Citizens Center. This paragraph does not in any way obligate the City to make any annual or additional payments to the HCSCA in any amount, unless otherwise agreed to by the City herein or in another written agreement.

The HCSCA shall defend, save, and hold harmless from any liability in connection with injury to any person or damage to any property arising out of the acts, omissions, negligence, or other conduct of the operations of the HCSCA.

3. Upon the expiration of terms of current directors, the City shall have the authority to appoint two (2) members to the HCSCA Board of Directors.
4. The Director of the HCSCA shall be appointed by the board of the HCSCA. The Director may be removed by the board of the HCSCA. All other personnel of the HCSCA shall be appointed by the HCSCA Director.

The Director shall:

- a. Attend meetings of the Hale Center City Council as required by the City Council.
- b. Execute all documents relating to senior citizen services
- c. Assure that the operation of the HCSCA personnel and programs meets all applicable federal, state, and local standards related to senior citizen services.
- d. Report quarterly to the City Council at the regular City Council meeting on the HCSCA's financial status and other relevant activities.

5. This agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the Ordinances of the City of Hale Center, Texas.
6. This Agreement shall extend to and be binding upon the parties and their respective successors and assignees; provided, however, that the Agreement may not be assigned without the written consent of both parties.
7. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Hale County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.
8. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the HCSCA as those terms are understood herein.
9. Except as otherwise provided herein, this Agreement may be terminated by either party upon written notice to the other party, served upon the either party at least ninety (90) days prior to termination date. If either party commits a breach of any provision of this Agreement, this Agreement may be terminated by the non-- breaching party upon providing ten (10) days written notice to the breaching party, except that if the breaching party cures the breach within the ten (10) day period, the right of the non-- breaching party to terminate this Agreement does not accrue.
10. HCSCA agrees that the City shall have the right inspect all financial records and documents of the HCSCA at any reasonable time. Such right of inspection shall not be unreasonably withheld by the HCSCA.
11. By or before July 1st of each calendar year, the HCSCA shall submit an annual proposed budget to the City which includes, at a minimum, the HCSCA's current account balances, estimated revenues, and proposed expenditures for the ensuing year.
12. HCSCA agrees to save, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this Agreement.

This Agreement is not intended to expand any liability that the HCSCA may have to any third party.

13. This Agreement shall be in effect for a one (1) year period beginning on the 1st day of October, 2022 and continuing until the 30th day of September, 2023.
14. If any of the provisions of this Agreement are declared invalid for any reason, the invalidation shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions. The provisions of this Agreement are severable.

In witness whereof, this Agreement the parties have signed and executed on this the ____ day of October, 2022.

Hale Center Senior Citizens Center:

Karen Boyce, Director

The City of Hale Center, Texas:

W.H. Johnson, Mayor

Attest:

Patricia Isaguirre, TRMC, City Secretary

CITY OF HALE CENTER

TO: Honorable Mayor and City Council Members

SUBJECT: Retirement Benefits - TMRS

While at the TML Conference, I stopped by the Texas Municipal Retirement System booth and inquired about the city's retirement plan options. Three options were suggested including Restricted Prior Service Credits, retirement COLA rates, and city match rates. Any plan changes would require action at a future meeting, and the following is presented for discussion only at this time.

For the 22-23 year, the city's payroll that is subject to TMRS contributions totals \$578,747.74. For this amount, employees will contribute \$28,737,387 from their earnings and the city will contribute match totaling \$31,252.38.

Restricted Prior Service Credits helps employees reach vesting and retirement eligibility sooner by counting military and other governmental employment years. Only service time is credited and employees do not receive any monetary credit. RPSC applies to previous full-time employment with the following types of entities:

- A public authority or agency created by the U.S. government
- A U.S. state or territorial government
- Any political subdivision of any state in the U.S.
- Any public agency or authority created by a state or territory of the U.S.
- Any law enforcement entity that employed them as a college campus security employee at a Texas institution of higher education
- Any of the Statewide Proportionate Retirement System in which the employee has refunded their account

If an employee previously worked for a TMRS city and left their account intact, their account automatically reflects the service of all TMRS cities for which they have non-refunded service. There is a buy-back option available for employees who withdrew their previous retirement, but this option is not presented at this time.

TMRS offers COLA (Cost of Living Adjustment) options at 50% and 70%. These rates would apply to retiree benefits and contribution would be distributed between all cities that retirees have worked for in the past, assuming they had a matching COLA rate. At present, the City of Hale Center carries a 50% COLA option. Below is a table that shows how moving the rate to 70% would affect the city's payroll if no other city offers the 70% COLA rates:

2022-23 Payroll	COLA	Match	Net Change
\$578,747.74	50%	\$31,252.38	\$0.00
\$578,747.74	70%	\$34,203.99	\$2,951.61

TMRS offers 2 higher contribution rates, 1.5:1 and 2:1 match rates. These options are probably too costly for the City to consider at this time. Below is a breakdown of how match rates would affect budgeted payroll:

2022-23 Payroll	Match Rate	Match	Net Change
\$578,747.74	1:1	\$31,252.38	\$0.00
\$578,747.74	1.5:1	\$46,878.57	\$15,626.19
\$578,747.74	2:1	\$62,504.78	\$31,252.38

Respectfully submitted,

Mike Cypert

MEMORANDUM OF UNDERSTANDING
BETWEEN
LUBBOCK EMERGENCY COMMUNICATION DISTRICT
AND
THE CITY OF HALE CENTER
REGARDING A SECONDARY NETWORK TOWER SITE

This Memorandum of Understanding (MOU) is made and entered into on _____, 2022, by and between Lubbock Emergency Communication District (the “District”), a body corporate and politic under the laws of the State of Texas and the City of Hale Center (the “City”), a body corporate and politic under the laws of the State of Texas, under the authority of the Texas Government Code Chapter 791.

Article 1. Background and Purpose of MOU

The District has committed to a significant upgrade to its 9-1-1 Internet Protocol (IP) Network (the “911 Network”). A consultant has been retained by the District to assist with the replacement of aging equipment on the 9-1-1 Network, and a vendor has been selected to install the new equipment. The District will be responsible for purchasing the equipment at the designated sites.

The purpose of this MOU is to establish the relationship between the District and the City regarding the addition of microwave antennae and radios to the water tower located within the City of Hale Center.

Article 2. Objective

The parties intend to set forth the terms upon which the District and the City will handle issues related to the proposed tower site located within the City. This MOU provides the terms of the agreement including financial considerations, network access, location of equipment, network management, and organizational commitments.

Article 3. Duration of the Agreement

The term of this MOU is five (5) years and it shall automatically renew and continue thereafter for five (5) additional periods of five (5) years each unless the terminating party provides the other party with ninety (90) days’ prior written notice of the intent not to renew. The initial term reflects the proposed 9-1-1 network equipment life expectancy and the amortization schedule for the new network equipment.

Annual meetings of the parties will be scheduled, unless the parties mutually agree to cancel such meeting. It is assumed that the parties will have regular discussions on issues as they arise as is the current practice.

Article 4. Tower Site Access by The Lubbock Emergency Communication District

The District and its designees shall have full access, 24 hours per day, 7 days a week, all 365 days of the year to the water tower site located within the City. The tower site shall be maintained by the City, all costs related to maintenance of the equipment will be borne by the District.

Article 5. Responsibilities of Parties

5.1 City of Hale Center Responsibilities

The City agrees to provide sufficient, quality space for the new 9-1-1 network equipment to be located within the City. The proposed site is the main water tower building, located approximately at 411 9th Street. City responsibilities include the provision of:

- A secure, environmentally controlled location with sufficient space for the District's equipment that is to be stored on City property if such building exists.
- Adequate commercial power.
- Adequate space on the building structure for the required microwave dishes.
- Reasonable access to the 9-1-1 network system on City property to include parking for District staff and designated maintenance personnel 24x7x365 days.
- The City shall keep the tower site and equipment property in good condition and free from encumbrances or conditions which would interfere with the functionality and/or performance of the equipment and tower and/or which would interfere with access to the tower and equipment by District personnel or by other contractors needing access to the equipment and/or tower site.

5.2 Lubbock Emergency Communication District Responsibilities

The District will be responsible for identifying and purchasing all 9-1-1 network equipment and inventory for the City site location. The responsibilities of the District include:

Design, engineering, licensing, specification, and acquisition of necessary 9-1-1 network equipment to be located in/on City of Hale Center facilities.

- If a secure, environmentally controlled location with sufficient space for the District's equipment that is to be located on the City property does not exist then the District will be responsible for the acquisition or construction of said facility.
- The District will supply sufficient conduit from the proposed equipment room to the tower where antennas/microwave dishes will be located, if required.
- Adequate commercially provided power if not provided above.
- Adequate emergency power (generator(s)) and all associated costs of said generators, if required.

- Notifications to be provided to the City for maintenance and testing of the backup generator(s) by the District.

5.3 Radio Expansion Requirements

Should the District need to position additional 9-1-1 network equipment at the City site, the City and the District will develop a mechanism to plan expansion requirements and agree as to placement and maintenance requirements.

Article 6. Tower Site System Management

The City and the District agree that the 9-1-1 network is owned, maintained, and managed by the District. The following considerations provide guidance for both parties:

The District will expeditiously act on City modifications so long as they comply with the terms of this Agreement and do not cause undue delays or significant impediments to the District.

Both The City and the District will name primary and secondary points of contact for all respective management decisions/interactions to the benefit of both parties. Neither party will be required to interact with departments or areas outside of these points of contact.

Both parties agree not to implement any operational procedures that would have a material adverse impact on the operation of the equipment and tower located at the tower site.

Article 7. Equipment Management/Ownership

It is understood that the District is committed to the design, procurement and implementation of the 9-1-1 network. The assets acquired for the 911 system, will be solely owned by the District notwithstanding their physical location throughout the District's territory, including on City of Hale Center property. Likewise, the property and building where the tower site and associated equipment is located is the sole property of the City of Hale Center. Unless specifically negotiated otherwise, the two entities will continue to maintain and own each of their assets.

Subject to the District's right to use the premises as set forth in this agreement, the District shall not otherwise use the premises in any way which interferes with the use of the property by the City, or lessees or licensees of the City, with rights in the property prior in time to the District's (subject to the District's rights under this agreement, including without limitation, non-interference). Similarly, the City shall not use, nor shall the City permit its tenants, licensees, employees, invitees or agents to use, any portion of the property in any way that interferes with the District's use of the premises or the operations of the District. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to (i) bring a court action to enjoin such interference or (ii) terminate this Lease immediately upon written notice.

Article 8. General

This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Any action arising out of this MOU shall be brought in the courts with jurisdiction in Lubbock County, Texas.

This MOU and the terms and conditions contained herein constitute all of the agreements between the parties hereto with respect to the subject matter contained herein. Any modifications of this MOU shall not be effective unless they be in writing and executed by both parties.

No delay or failure to enforce any provision of this MOU shall constitute a waiver of limitation of a party's right to enforce its rights hereunder. Neither party may assign this MOU without the prior written consent of the other party. Memorandum of Understanding, intending to be legally bound, as of the date listed above.

FOR THE CITY OF HALE CENTER
AGENCY:

FOR THE LUBBOCK EMERGENCY
COMMUNICATION DISTRICT:

W. H. Johnson, Mayor
City of Hale Center, Texas

Nathan Kizer, Executive Director
Lubbock Emergency Communication
District, Texas

FOR THE LUBBOCK EMERGENCY
COMMUNICATION DISTRICT:

ATTEST:

Mike Cypert, City Manager

Steve Hailey, Board Chairman
Lubbock Emergency Communication
District Board