

City of Hale Center – Regular City Council Meeting Agenda
LeMond Community Center, 110 E Stevenson, Hale Center, TX 79041
6:00 P.M. – Tuesday – January 9, 2024

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 for Regular Council Meeting 12/12/2023. Approve December monthly department report(s): Municipal Court / Hale Center EMS / ~~Hale Center Vol Fire Dept~~ / Hale Center EDC / Financial Reports

D. REGULAR AGENDA

- 1) Consider assignment of the solid waste contract to Waste Connection Inc. under same terms and conditions as existing S.O.S. Waste contract – S.O.S. contract expires 3/8/2027
- 2) Order May 4, 2024 Hale Center City General Election and Special Election to fill one (1) city councilmember unexpired term
- 3) Approve Resolution 20240109 for City Joint Election with Hale Center Independent School District
- 4) Approve Ordinance 20240109 - Calling for Special Election on Hale Center Economic Development Corporation (EDC) request to change from Type A to Type B
- 5) Review and approve service plan 01-24 for annexation proceeding
- 6) Schedule Public Hearing for Annexation, AX01-24 – February 13, 2024
- 7) Approve Resolution 20240109A - Authorize submission of Trauma Response Program Grant funding through Office of Governor (OOG)
- 8) Approve Resolution 20240109B - Authorize submission of Ballistic Shield Grant funding through Office of Governor (OOG)
- 9) City Manager Administrative Report
 - a. Current projects
 - b. Paw Pals
- 10) Items to be placed on City Council meeting agenda – February 13, 2024

E. ADJOURNMENT

POSTED: 1/5/2024 TIME: 11:35A

ATTEST Patricia Laguerre, TRMC, CPM

City of Hale Center Regular City Council Meeting Minutes
Tuesday, December 12, 2023

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

Mayor Johnson called meeting to order at 6:00 p.m. with a quorum present. The Pledge of Allegiance was led by Mayor Johnson, invocation given by Councilperson Boyce.

No one was present for Public Comment.

Councilperson Boyce made a motion, Councilperson Martinez seconded to approve Consent Agenda. Motion carried unanimously. After motion carried Mayor Pro-Tem Peoples questioned why all reports, from each entity the city provides a stipend to, were not in the council packet. Councilperson Boyce explained, on behalf of the Senior Citizen Center, they use documentation for their report from South Plains Association of Governments (SPAG) and that information come after deadline for the City Council packet deadline. Boyce explained does not have a problem with bring paper copies of their report to the council meetings. No further discussion.

Attorney Voss explained to council, at the previous meeting he should have caught this item. The item as listed was for "discussion only" and not an "action item", therefore the council should not have acted on the agenda item. Councilperson Martinez made a motion, Councilperson Garcia seconded to rescind the invalid council action regarding the vacant city council position which was taken during the November 14, 2023 council meeting due to the agenda item was listed for discussion only. Motion carried unanimously.

Councilperson Martinez explained he recalls the council consensus, discussed at the September 12, 2023 council meeting, was to leave council vacancy open until the May 2024 election, Councilperson Boyce agreed with that statement. The council consensus was to leave the vacancy until the May 2024 election, no further action or discussion was taken.

Councilperson Martinez made a motion, Mayor Pro-Tem Peoples seconded to approve bid received for city owned lot(s) at 1003 Hi-Line Road from Ricky Diaz for sale amount of \$250.00. Motion carried unanimously.

Presentation by the Hale Center Economic Development Corporation (HCEDC), Laura Patterson, Kristina Janet and Janine Benson. They explained they would like to change to from a Type A to a Type B EDC. The change is in an effort to have more flexibility to utilize their funds to improve in and around the community. Councilperson Martinez made a motion, Councilperson Boyce seconded to approve City Manager Cypert to prepare an ordinance calling for an election for placement on the ballot for HCEDC to change from a Type A to Type B EDC. Motion carried unanimously.

Mayor Johnson announced entering into Public Hearing, at 6:32 p.m. on proposed changes to Zoning Ordinance for R-2 Residential Zoning allowing for Definition Allowances.

Mayor Johnson announced exiting Public Hearing at 6:37 p.m. No one was present for Public Hearing. Councilperson Boyce made a motion, Councilperson Martinez seconded to approve Ordinance 20231212A – Zoning Definition Allowances for R-2 Residential Zoning. Motion carried unanimously.

Councilperson Boyce made a motion, Mayor Pro-Tem Peoples seconded to call for Annexation proceedings for City owned land (Water Tower) and FM 1424. Motion carried unanimously.

City Manager Cypert presented Administrative Report: Cypert informed council he was approached by SPAG to consider their nomination for appointment to the Community Development Block Grant (CDBG) Rules Board for Texas Department Agriculture (TDA).
Updated council on current projects.

Consider items to be place on City Council agenda for January 9, 2024:

Mayor Johnson adjourned the meeting at 7:00 p.m.

Signed this 9th day of January, 2024.

W.H. Johnson, Mayor

Patricia Isaguirre, City Secretary, TRMC, CPM,

City of Hale Center
Municipal Court Council Report
From 12/1/2023 to 12/31/2023

1/4/2024 3:40 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
0	0	0	0	0	0

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$772.51	\$518.84	\$1,090.90	\$40.27	\$40.57	\$2,463.09

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
7	0	3	0	0	10

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
2	0	2	4

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

December 2023 Run Report

23 EMS calls

19 Within City Limits

04 Out of City

18 Total Calls

05 No Transport

02 Transfer to higher level of care UMC Abernathy.

18 Billable Runs

Transports to Hospital's

12 Covenant Medical Center Plainview

01 University Medical Center

01 Lubbock Heart Hospital

02 Covenant Medical Center Lubbock

00 Covenant Women and children

02 211 UMC Abernathy

5:49 PM
01/03/24
Cash Basis

Ambulance Service of Hale Center
Balance Sheet
As of December 31, 2023

	Dec 31, 23
ASSETS	
Current Assets	
Checking/Savings	
aGeneral Operating	5,685.67
Fund Raiser Acct	673.53
Petty Cash	81.16
Total Checking/Savings	6,440.36
Total Current Assets	6,440.36
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	138,685.36
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,196.75
Total Accounts Payable	-1,196.75
Other Current Liabilities	
Payroll Liabilities	188,677.47
Total Other Current Liabilities	188,677.47
Total Current Liabilities	187,480.72
Total Liabilities	187,480.72
Equity	
Opening Balance Equity	112,135.13
Unrestricted Net Assets	-156,560.37
Net Income	-4,370.12
Total Equity	-48,795.36
TOTAL LIABILITIES & EQUITY	138,685.36

5:42 PM
01/03/24
Cash Basis

Ambulance Service of Hale Center
Profit & Loss
December 2023

	Dec 23
Ordinary Income/Expense	
Income	
City Supplement	6,416.67
County Supplement	5,000.00
Donations	45.00
Insurance Billing	10,028.45
Total Income	21,490.12
Gross Profit	21,490.12
Expense	
Accounting	250.00
Computer Equipment & Software	844.97
Employee Appreciation	150.00
Employee Expenses	197.45
EMS License	
Bond / Letter of Credit Fee	500.00
Total EMS License	500.00
Late Fee	334.38
Loan Payment	688.88
Medical Supplies/Equipment	
Medical Supplies	1,200.00
Total Medical Supplies/Equipment	1,200.00
Payroll Expenses	15,210.93
Phone, TV & Internet Expenses	172.57
Station Supplies	
Cleaning Supplies	0.00
Station Supplies - Other	88.58
Total Station Supplies	88.58
Vehicle Expense	
Vehicle Fuel	475.68
Vehicle Expense - Other	10.59
Total Vehicle Expense	486.27
Total Expense	20,124.03
Net Ordinary Income	1,366.09
Net Income	1,366.09

HALE CENTER ECONOMIC DEVELOPMENT CORPORATION
REVENUE AND EXPENSE 11/01/23 THROUGH 11/30/23

VISTA BANK CHECKING ACCOUNT 0516937 11/1/2023	142,023.12
REVENUE/RECEIPTS	
SALES TAX PAYMENT NOVEMBER	4,554.25
TOTAL RECEIPTS	4,554.25
EXPENSES	
KRISTINA SHERRILL CONSULTING FOR NOVEMBER	2083.33
VISTA BANK FEE	2.00
WAL MART - SUPPLIES	31.31
LOCKNEY EDC - REIMBURSE FOR SEMINAR EXPENSE	274.62
TOTAL EXPENSES	-2,391.26
CHECKING ACCOUNT BALANCE 11/30/2023	144,186.11
CERTIFICATE OF DEPOSIT VISTA BANK 11/01/23	106,505.47
INTEREST PAID	434.20
CERTIFICATE OF DEPOSIT 11/30/23	106,939.67
TOTAL HOLDINGS 11/30/2023	251,125.78

**CITY OF HALE CENTER
HALE CENTER, TEXAS
MONTHLY REPORT OF BANK BALANCES
January 2, 2024**

Bank Account Balances

(Demand Deposits)

32.76%

Operational Account	0502219	0.05%	\$202,732.73
Back the Blue	7018059	0%	\$786.36
PD Training	7018804	0%	\$2,869.21
Total			\$206,388.30

Schedule of Investments

(Time Deposits)

67.24%

Budget Fund	Account	Origin Date	Current	Length	Original	Current Value
Certificate of Deposit	6324212	11/9/16	4.55%	12 Month	\$150,000.00	\$161,161.68
Certificate of Deposit	6350910	8/23/21	4.80%	12 Month	\$225,000.00	\$130,092.68
Certificate of Deposit	6362447	12/8/22	5.42%	12 Month	\$125,000.00	\$132,322.75
Totals					\$375,000.00	\$423,577.11

Total Cash Accounts	\$206,388.30
Total Investments	\$423,577.11
Total Cash and Investments	\$629,965.41

Committed funds not yet expended

CDBG Change Orders	5/9/2023	\$12,327.50
		\$12,327.50



Mike Cypert
City Manager

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

Account	Description	Budget	MTD	YTD	Variance	%
Operating Revenues						
014007	Ad Valorem Taxes	318,411.00	19,908.76	120,641.09	197,769.91	37.89
014021	Ad Valorem P&I	5,300.00		70.80	5,229.20	1.34
014028	Delinquent Ad Valorem Taxes	14,000.00	727.06	2,452.25	11,547.75	17.52
014035	Delinquent Ad Valorem P&I	5,900.00	222.45	907.44	4,992.56	15.38
014042	Sales Tax	95,330.00	6,600.77	24,171.17	71,158.83	25.36
014049	Sales Tax EDC	47,665.00	3,300.39	12,085.60	35,579.40	25.36
014056	Franchise Fees	144,200.00		35,654.10	108,545.90	24.73
014063	Permits	3,100.00	85.00	1,257.70	1,842.30	40.57
014070	Food Permits	1,100.00		100.00	1,000.00	9.09
014084	Interest Income	120.00	7.76	15.89	104.11	13.24
014098	Animal Control Fees	3,500.00	30.00	80.00	3,420.00	2.29
014105	Misc. Income	500.00	264.84	364.84	135.16	72.97
014112	Leases and Rents	8,325.00	225.00	1,350.00	6,975.00	16.22
014119	Sanitation Charges	206,750.00	17,054.00	51,568.67	155,181.33	24.94
014126	Recycle Center Fees	51,750.00	4,212.35	12,748.88	39,001.12	24.64
014133	Recycling Income	1,000.00		32.70	967.30	3.27
014140	Mosquito Spray Fees	18,940.00	1,530.40	4,631.87	14,308.13	24.46
014147	Sale of Property	2,000.00		13,275.99	-11,275.99	663.80
014154	Municipal Court Fees	58,400.00	3,144.53	8,781.07	49,618.93	15.04
014169	Police Training -TX Comptroller	690.00			690.00	
014175	Transfer From Water Fund	61,204.00			61,204.00	
<hr/>						
	Operating Revenues	1,048,185.00	57,313.31	290,190.06	757,994.94	27.69
<hr/>						
Non-Operating Revenues						
014409	TP&W Rec Grant	39,906.00	32,293.20	32,293.20	7,612.80	80.92
014422	23-24 CJD Grant - Body Armor	3,435.00			3,435.00	
014423	23-24 CJD Grant - Equip	19,016.00	-4,597.22	-4,597.22	23,613.22	-24.18
<hr/>						
	Non-Operating Revenues	62,357.00	27,695.98	27,695.98	34,661.02	44.42
<hr/>						
	Total Revenue	1,110,542.00	85,009.29	317,886.04	792,655.96	28.62
	TOTAL REVENUE	1,110,542.00	85,009.29	317,886.04	792,655.96	
<hr/>						
Administration						
015007	Appraisal Dist. Exp.	5,550.00	1,612.46	1,612.46	3,937.54	29.05
015014	Accounting	8,800.00			8,800.00	
015021	Attorney Fees	5,200.00		1,712.50	3,487.50	32.93
015028	Legal Publications	700.00		130.00	570.00	18.57
015035	Codification	2,000.00	1,195.00	2,850.00	-850.00	142.50
015042	Dues, Registrations & Meetings	6,500.00	527.57	1,738.20	4,761.80	26.74
015049	Office Supplies	4,000.00	80.21	594.23	3,405.77	14.86
015056	Postage	1,000.00	118.07	236.14	763.86	23.61
015077	Misc. Expense	500.00	6.25	8.75	491.25	1.75
<hr/>						
	Administration	34,250.00	3,539.56	8,882.28	25,367.72	25.93

Account	Description	Budget	MTD	YTD	Variance	%
	Nondepartmental					
015203	EMS Contract	65,000.00		16,250.01	48,749.99	25.00
015210	Fire Dept. Contract	9,900.00	825.00	2,475.00	7,425.00	25.00
015217	Library Contract	5,400.00	450.00	1,350.00	4,050.00	25.00
015224	Sr. Citizens Contract	12,000.00	1,000.00	3,000.00	9,000.00	25.00
015231	Civil Defense	500.00			500.00	
015238	Hale Center EDC	47,665.00	3,300.39	12,085.60	35,579.40	25.36
015245	EMS Bld. Maint.	250.00			250.00	
015252	Fire Bld. Maint.	250.00			250.00	
015266	LeMond Bld. Maint	1,000.00	182.48	182.48	817.52	18.25
015273	Environmental Health Insp.	1,100.00			1,100.00	
015280	Building Inspection Fees	525.00		225.00	300.00	42.86
015287	General Insurance	15,780.00		6,063.64	9,716.36	38.43
015294	Utilities - Gas and Elect.	20,000.00	1,893.96	4,507.67	15,492.33	22.54
015301	Telephone/Internet	5,500.00	389.61	1,175.87	4,324.13	21.38
015308	Software / IT	5,000.00	195.00	1,047.00	3,953.00	20.94
		-----	-----	-----	-----	-----
	Nondepartmental	189,870.00	8,236.44	48,362.27	141,507.73	25.47
	Legislative					
015378	Dues Registrations & Meetings	15,000.00		3,132.13	11,867.87	20.88
015380	Website Expense	1,200.00			1,200.00	
015385	Election Expense	5,500.00			5,500.00	
015392	Council Stipends	2,500.00	2,300.00	2,300.00	200.00	92.00
		-----	-----	-----	-----	-----
	Legislative	24,200.00	2,300.00	5,432.13	18,767.87	22.45
	Judicial					
015406	Dues, Registrations & Training	2,000.00	600.97	600.97	1,399.03	30.05
015413	State Traffic Fees	23,000.00	137.73	137.73	22,862.27	.60
015427	IT/Software	2,870.00			2,870.00	
		-----	-----	-----	-----	-----
	Judicial	27,870.00	738.70	738.70	27,131.30	2.65
	Police					
015455	Dues, Registrations & Training	3,000.00			3,000.00	
015462	Uniforms	2,000.00			2,000.00	
015476	Software / IT	4,050.00		350.00	3,700.00	8.64
015483	Supplies & Equipment	5,000.00	851.88	1,116.11	3,883.89	22.32
015490	Vehicle Fuel	22,000.00	1,315.80	4,969.85	17,030.15	22.59
015497	Vehicle Maint.	4,200.00	89.20	466.91	3,733.09	11.12
015504	Misc. Expense	500.00			500.00	
015509	23-24 CJD Grant - Body Armor	3,435.00			3,435.00	
015510	23-24 CJD Grant - Equip	19,016.00			19,016.00	
		-----	-----	-----	-----	-----
	Police	63,201.00	2,256.88	6,902.87	56,298.13	10.92
	Streets					
015532	Sealcoat Project	50,000.00			50,000.00	

Account	Description	Budget	MTD	YTD	Variance	%
015539	Engineering - Sealcoat	11,000.00			11,000.00	
015546	Street & Pothole Repair	10,000.00		72.28	9,927.72	.72
015553	Utilities - Street Lighting	42,000.00	3,095.45	9,573.72	32,426.28	22.79
015567	Street Sign Repairs	750.00			750.00	
015574	Equipment Maint.	10,000.00		531.90	9,468.10	5.32
015581	Weed Control	3,000.00			3,000.00	
015588	Spray License Fees & Training	1,000.00			1,000.00	
		-----	-----	-----	-----	-----
	Streets	127,750.00	3,095.45	10,177.90	117,572.10	7.97
	Parks					
015609	City Park Maint.	7,000.00	287.98	430.98	6,569.02	6.16
015617	TP&W Rec Grant	11,500.00		403.80	11,096.20	3.51
015620	Park Lighting	3,000.00			3,000.00	
015623	Utilities - Parks	7,900.00	666.17	1,967.78	5,932.22	24.91
		-----	-----	-----	-----	-----
	Parks	29,400.00	954.15	2,802.56	26,597.44	9.53
	Sanitation					
015651	Contracted Alley Service	161,425.00	13,451.84	40,355.52	121,069.48	25.00
015652	Contracted Fuel Adj. Fees	2,000.00			2,000.00	
015658	Recycle Center Disposal	12,000.00	318.05	2,354.18	9,645.82	19.62
015665	Plainview Recycle Prog.	2,525.00			2,525.00	
015679	Vector Control (Mosq.)	10,000.00			10,000.00	
015686	Animal Control	3,000.00		150.00	2,850.00	5.00
		-----	-----	-----	-----	-----
	Sanitation	190,950.00	13,769.89	42,859.70	148,090.30	22.45
	Non-Budgeted Expense					
016021	22-23 Dodge Repair 9/12		958.59	958.59	-958.59	
016022	23-24 Borden Park Imp.			2,820.52	-2,820.52	
		-----	-----	-----	-----	-----
	Non-Budgeted Expense		958.59	3,779.11	-3,779.11	
		-----	-----	-----	-----	-----
	Total Operating Expense	687,491.00	35,849.66	129,937.52	557,553.48	18.90
	Payroll					
017007	Administrative Payroll	105,530.00	9,153.19	25,216.27	80,313.73	23.89
017014	Police Payroll	204,900.00	22,657.23	53,758.75	151,141.25	26.24
017021	Judicial Payroll	19,790.00	1,857.06	4,527.43	15,262.57	22.88
017028	Sanitation Payroll	8,960.00		574.20	8,385.80	6.41
017035	TML - Admin	7,053.00	641.24	1,923.72	5,129.28	27.28
017042	TML - Police	28,213.00	2,383.11	7,149.33	21,063.67	25.34
017056	TMRS - Admin	6,950.00	472.87	1,074.05	5,875.95	15.45
017063	TMRS - Police	13,480.00	1,294.23	3,313.12	10,166.88	24.58
017098	TWC - Unemployment	1,550.00	46.74	46.74	1,503.26	3.02
017105	TML Workman's Comp	8,140.00		1,839.50	6,300.50	22.60
017175	HR Expense	500.00		343.44	156.56	68.69
017600	Payroll Tax (FICA)	25,985.00	2,575.58	6,431.91	19,553.09	24.75

Account	Description	Budget	MTD	YTD	Variance	%
		-----	-----	-----	-----	-----
	Payroll	431,051.00	41,081.25	106,198.46	324,852.54	24.64
		-----	-----	-----	-----	-----
	Total Payroll Expense	431,051.00	41,081.25	106,198.46	324,852.54	24.64
		-----	-----	-----	-----	-----
	* CURRENT YEAR SURPLUS	-8,000.00	8,078.38	81,750.06	-89,750.06	-1,021.88
		=====	=====	=====	=====	=====

Account	Description	Budget	MTD	YTD	Variance	%
	Operating Revenues					
024007	Metered Water Sales	539,320.00	38,260.61	121,378.97	417,941.03	22.51
024014	Sewer Service Sales	204,500.00	16,970.84	51,354.79	153,145.21	25.11
024021	Late Fees	21,750.00	1,773.93	5,720.69	16,029.31	26.30
024028	Returned Check Fees			240.00	-240.00	
024035	ACH/CC Processing Fees	8,500.00	660.83	1,779.83	6,720.17	20.94
024056	Reconnection Fees	7,800.00	525.00	1,905.00	5,895.00	24.42
024063	Water Tap Fees	2,400.00			2,400.00	
024070	Misc. Income	1,000.00			1,000.00	
024200	Returns / Overread / Adj.		-787.97	-5,901.12	5,901.12	
		-----	-----	-----	-----	-----
	Operating Revenues	785,270.00	57,403.24	176,478.16	608,791.84	22.47
	Non-Operating Revenues					
024407	CDBG Grant Project	139,537.00			139,537.00	
		-----	-----	-----	-----	-----
	Non-Operating Revenues	139,537.00			139,537.00	
		-----	-----	-----	-----	-----
	Total Revenue	924,807.00	57,403.24	176,478.16	748,328.84	19.08
	TOTAL REVENUE	924,807.00	57,403.24	176,478.16	748,328.84	
	Administration					
025007	Accounting	8,800.00			8,800.00	
025014	Attorney Fees	5,200.00		2,948.08	2,251.92	56.69
025021	Legal Publications	700.00			700.00	
025028	ACH/CC Expense		1,007.86	3,185.63	-3,185.63	
025035	Dues, Registrations & Meetings	6,500.00	463.50	2,888.40	3,611.60	44.44
025042	Office Supplies	4,000.00	281.55	736.35	3,263.65	18.41
025049	Postage	5,500.00	567.88	1,534.58	3,965.42	27.90
025063	Equipment Leasing / Maint.	6,400.00	419.35	1,559.18	4,840.82	24.36
025070	Misc. Expense	200.00	6.25	18.75	181.25	9.38
		-----	-----	-----	-----	-----
	Administration	37,300.00	2,746.39	12,870.97	24,429.03	34.51
	Nondepartmental					
025105	City Hall Maint.	1,500.00	299.75	299.75	1,200.25	19.98
025112	General Insurance	15,780.00		6,063.61	9,716.39	38.43
025119	Utilities - Gas and Elect.	14,050.00	777.57	2,791.06	11,258.94	19.87
025126	Telephone/Internet	5,500.00	389.62	1,330.88	4,169.12	24.20
025133	Software / IT	5,000.00	195.00	1,047.00	3,953.00	20.94
025147	Pest Control	1,420.00	112.00	224.00	1,196.00	15.77
025154	Debt Service - Lease Purchase 2027	13,638.00		13,637.68	.32	100.00
025168	Transfer to General Fund	61,204.00			61,204.00	
025400	Returned Check / Rejected ACH		-751.36	-2,949.00	2,949.00	
		-----	-----	-----	-----	-----
	Nondepartmental	118,092.00	1,022.58	22,444.98	95,647.02	19.01

Account	Description	Budget	MTD	YTD	Variance	%
	Water / Sewer Maintenance					
025560	Dues, Registrations & Training	6,000.00	2,231.95	2,906.88	3,093.12	48.45
025567	Uniforms	2,500.00	209.94	509.94	1,990.06	20.40
025581	Engineering Fees	2,000.00			2,000.00	
025588	State Fees & Permits	1,400.00		1,250.00	150.00	89.29
025595	Production Utilities	49,000.00	2,699.54	9,706.69	39,293.31	19.81
025602	Lab Samples - Testing	5,700.00	156.44	470.74	5,229.26	8.26
025609	Building & Grounds Maint.	1,000.00			1,000.00	
025616	Vehicle & Equip. Fuel	17,863.00	834.78	3,441.30	14,421.70	19.26
025623	Vehicle Maint.	5,000.00		150.30	4,849.70	3.01
025630	Equip. Maint.	6,000.00	67.56	2,687.09	3,312.91	44.78
025651	Water Sewer Treatment	6,000.00	30.00	90.00	5,910.00	1.50
025658	Utility Repairs & Maint.	91,000.00	1,995.27	4,247.76	86,752.24	4.67
025663	Capital Outlay,23-24 Meter Upgrades	12,000.00			12,000.00	
025665	CDBG Grant Project	151,864.00			151,864.00	
		-----	-----	-----	-----	-----
	Water / Sewer Maintenance	357,327.00	8,225.48	25,460.70	331,866.30	7.13
	Non-Budgeted Expense					
026005	LCC WEST YARD		577.83	1,372.13	-1,372.13	
		-----	-----	-----	-----	-----
	Non-Budgeted Expense		577.83	1,372.13	-1,372.13	
		-----	-----	-----	-----	-----
	Total Operating Expense	512,719.00	12,572.28	62,148.78	450,570.22	12.12
	Payroll					
027007	Administrative Payroll	108,600.00	10,151.88	26,005.87	82,594.13	23.95
027014	W/S Maint Payroll	216,000.00	20,999.35	54,047.92	161,952.08	25.02
027021	TML - Admin.	7,053.00	593.39	1,780.17	5,272.83	25.24
027028	TML - Maint.	28,215.00	2,373.56	7,120.68	21,094.32	25.24
027035	TMRS - Admin.	6,815.00	901.22	2,326.48	4,488.52	34.14
027042	TMRS - Maint.	13,400.00	1,001.68	2,808.40	10,591.60	20.96
027063	TML Workman's Comp	8,140.00		1,839.50	6,300.50	22.60
027175	HR Expense	500.00		343.44	156.56	68.69
027600	Payroll Tax Expense (FICA)	24,865.00	2,383.09	6,124.15	18,740.85	24.63
		-----	-----	-----	-----	-----
	Payroll	413,588.00	38,404.17	102,396.61	311,191.39	24.76
		-----	-----	-----	-----	-----
	Total Payroll Expense	413,588.00	38,404.17	102,396.61	311,191.39	24.76
	* CURRENT YEAR SURPLUS	-1,500.00	6,426.79	11,932.77	-13,432.77	-795.52
		=====	=====	=====	=====	=====

CITY OF HALE CENTER

TO: Honorable Mayor and City Council Members

SUBJECT: Solid Waste Contract

On January 2, SOS notified the City that because of circumstances involving an increase in insurance rates associated with a vehicle accident, the company was ceasing operations in the near future.

Caprock Waste, a division of Waste Connections has negotiated with SOS to assume their contracts under the same terms and conditions in current negotiated rates.

The timeframe the city has to make a decision is short and the assignment of the contract makes sense given there are no new rates to be negotiated.

The other option available to the city is to call for a Request for Proposals (RFP) and place the contract out for bid. With this, the risk is that the rates associated with the winning bidder could increase over what has been previously budgeted. Typically, the RFP process would take 3 months.

Given that Caprock Waste' parent company is a nationwide company with the ability to serve the City's waste hauling needs at no additional cost coupled with the urgent need not to disrupt service, my recommendation is to allow Caprock Waste to assume the contract which expires 3/8/2027.

Suggested Motion:

"The City Council finds it necessary to assign the SOS Waste contract for solid waste hauling to Caprock Waste Inc. with the understanding that service will be continued uninterrupted, and will be continued under the same terms and conditions now in effect for the City of Hale Center. Additionally, the Mayor is authorized to sign any documents necessary to enact this contract assignment."

Respectfully submitted,

Mike Cypert



SOS WASTE DISPOSAL, INC.

1725 N Nashville
LUBBOCK TX 79415

Off: 806-771-1179 Toll Free: 844-767-3867
Fax: 806-687-6376

January 4, 2024

To:	The Honorable Mayor W. H. Johnson	joh2j@netscape.net
	The Honorable Mayor Pro-Tem Janet Peoples	harleypeoples@att.net
	The Honorable Councilwoman Karen Boyce	kjboy78@sbcglobal.net
	The Honorable Councilwoman Israel Flores	israelflores92@yahoo.com
	The Honorable Councilman Mario Martinez	bigpoppa70mm@gmail.com
	The Honorable Councilman Junior Garcia	jrgarcia0614@gmail.com

From: Gary Regnor, Vice President SOS Waste Disposal Inc.
Brad Griffith, President SOS Waste Disposal Inc.

To the Honorable Mayor and City Council of Hale Center, Texas:

Re: Request for Consent Item on Waste Contract assignment added to Consent Agenda

Thank you for including us on your January 9, 2024, Council meeting agenda. Your time is valuable, and we appreciate your including this item. We appreciated the opportunity to work with everyone in Hale Center. Brad and I have determined that it is in the best interest of our customers and company that we transition out of the industry.

This letter specifically requests that our existing contract dated March 8, 2016 (attached below) be amended to include Attachment "B", (also attached below) as a Consent Item during Hale Center's next City Council meeting. Attachment B amends the contract which terminates on March 8, 2027, to substitute Waste Connections of Texas, Inc as the "Contractor".

Thank you again for your time and attention to this matter. We look forward to hearing from you soon.

Most Sincerely,

Gary Regner
COO

Encl

ATTACHMENT B TO SANITATION CONTRACT

Date of Original Contract: March 8, 2016

Parties: SOS Waste Disposal, Inc. ("Contractor") and the City of Hale Center, ("City")

Amendments, Additions, Deletions from Original Contract:

Opening Paragraph: amended as follows:

SOS Waste Disposal Service, Inc. (CONTRACTOR) is replaced by Waste Connections of Texas, LLC (CONTRACTOR)

Effective 1st of January, 2024

Ratification of Contract: As amended herein, the existing contract between the City and the Contractor is hereby ratified and affirmed in all respects for its term and renewal terms.

The parties are signing this addendum on _____, 2024

ATTEST:

WASTE CONNECTIONS OF TEXAS, LLC

City Secretary

President

CITY of HALE CENTER

Mayor

To: The Honorable City Manager, Mike Cypert
Hale Center, TX

From: Gary Regner & Brad Griffith of SOS Waste Disposal, Inc.

Re: Contract Amendment for SOS Waste Disposal, Inc.

Dear Mike:

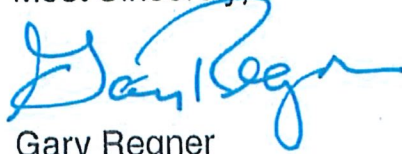
Hope this finds you well. Per our discussions, please find the 2016 dated contract dated 2016 between SOS Waste Disposal, Inc. and the town of Hale Center. As you know, SOS Waste Disposal, Inc. assumed this contract from Triple C Waste in February of 2021.

While SOS assumed this contract in February of 2021, the same Contract rates have actually been in effect since March of 2016. Since March of 2016, diesel has increased in price from approximately \$2.00 per gallon to over \$5.30 a gallon today. SOS uses approximately 430 gallons per month in providing Hale Center's Waste collection services. This translates into 430 gallons x \$3.30 increase = \$1419. per month in additional fuel costs alone. In the same timeframe, our landfill charges have risen from \$32.94 to \$38.19 per ton, or a price increase of \$5.25 per ton at the Lubbock landfill (which is the only landfill used). Covid exacerbated these landfill charges as our tonnage has also increased with residents spending more time at home. Given our 120 ton average collections in Hale Center, 120 tons X the \$5.25 per ton increase equals \$630 additional costs. Labor is up \$3.00 per hour X times 25 hours per week x 4.33 weeks per month equals another \$325. per month. We have replaced approximately 48 containers since the assumption of this contract last year. One new 3 yard container costs in excess of \$800, and we we have replaced containers at a rate of 3 containers per month in our first year. So while just considering Diesel, Landfill, Labor and one new container per month, we have additional monthly costs of \$1419. + \$630. + \$325. + \$600. = \$2974. Again, this is only for on site labor, fuel, landfill and container costs. This is not to mention what has happened to our other expenses like new trucks and insurance.

Due to all of the above, we are respectfully requesting an additional \$2974. in monthly charges for June billing and monthly going forward. This is based on \$5.30 per gallon diesel fuel (the "Base Rate") at Allsup's in Hale Center measured on the last day of each month. Fuel surcharges in all future months

beyond June 2022 will be based on any price increase above \$5.30 per gallon X 430 gallons. If diesel does not rise above the base rate of \$5.30 per gallon, no fuel surcharge will be added.

Most Sincerely,



Gary Regner

Brad Griffith

STATE OF TEXAS

COUNTY OF HALE

AGREEMENT

This AGREEMENT is made this 8th day of March, 2016, by and between THE CITY OF HALE CENTER (hereinafter called "City"), and TRIPLE C WASTE SERVICE, INC. (hereinafter called "Contractor"), whereby in consideration of the promises and of mutual covenants hereinafter set forth, City and Contractor have agreed, and by these presents do agree as follows:

WITNESSETH:

1. The City hereby grants to Contractor a permit to use the public streets and alleys within the corporate limits of City for purpose of engaging in the business of collection and disposal of garbage and refuse for a period of six years from the date of this agreement, subject, however, to the limitations and conditions hereinafter set out.

2. Contractor shall properly collect and deliver to a permitted landfill all household and commercial business garbage and refuse (herein the "garbage") accumulated on premises within the corporate limits of the City for which charge for such service is made by the City and dispose of same at any landfill that may be agreed upon between the City and Contractor. Contractor will collect and deliver to the landfill only permitted "municipal solid waste" as the term is defined, from time to time, by governmental regulations. Presently, such regulations specifically prohibits the deposit of "hazardous, toxic, industrial (based on class or type), and infectious wastes as defined by such governmental regulations.

3. Contractor shall, at its own cost and expense, furnish all trucks, machinery, equipment, tools, superintendent, labor, insurance and other accessories necessary to efficiently and properly render such collection and disposal service. Contractor will furnish containers in two sizes, one and one-half cubic yard and three cubic yards. It is agreed that a one and one-half (1 1/2) cubic yard container will service two (2) residential units and that a three (3) cubic yard container will service four (4) residential units for "household type waste" on a once per week pick-up. Business establishments will be furnished containers, the size and frequency of service determined between the individual and the Contractor according to the requirement of the business but not to exceed more than three times per week.

4. Contractor shall operate such garbage collection service in a manner so as to prevent scattering of garbage, trash and refuse from the Contractor's trucks, both within the corporate limits of the City and along the route to the sanitary landfill. All garbage shall be properly deposited in the containers by customers so

as to prevent scattering of garbage at the site of collection and at the landfill. The City should periodically notify residents that all loose material, (papers, grass clippings, newspapers, and similar material) that is subject to blowing winds, etc. at the collection site or at the landfill be bagged in paper or plastic bags and placed in the containers. Neither Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of Contractor or City.

5. Contractor will, subject to weather conditions and the conditions of streets and alleys, make collection of garbage, trash and refuse as follows:

(a) Residential premises - once per week

(b) Commercial establishments - at least once each week and more often where quantity makes such additional collection necessary, however not to exceed more than three collections per week.

6. Contractor shall comply with any and all City, County, State, and Federal laws, ordinances or regulations which are now in effect or which may hereinafter be passed regulating the collection, transportation and delivery of garbage and refuse. Contractor and the City will coordinate with one another, as necessary to define and determine necessary procedures or practices to conform to any new or additional guidelines or regulations that govern collection, transportation, and delivery of garbage and refuse. Contractor and City will comply respectively with whatever obligations they may have respectively in this regard. Contractor has the right to meet with the City to discuss and negotiate methods to meet or conform to such new guidelines as necessary to meet the new laws.

7. Contractor shall, at his cost and expense, furnish sufficient refuse collection containers and necessary equipment thereof to handle all garbage and refuse to be collected by Contractor. Such refuse collection containers shall be kept in good repair. If any users set fires in containers, vandalize, or otherwise damage containers, then City shall enforce its appropriate ordinances to reasonably prevent repeated incidents by users, and Contractor shall be entitled to recover civil damages for damages to containers from such user's actions or proceedings instigated by Contractor at Contractor expense. Contractor shall pay all fees, taxes and royalties applicable to the refuse containers and the equipment for the handling thereof and shall hold the City harmless from any liability arising in connection therewith. All refuse containers shall be of sufficient capacity to contain all garbage, trash and refuse which will ordinarily accumulate between scheduled collection times.

8. Contractor shall provide at his own cost and expense each of the following:

(a) Workmen's compensation insurance as required by law.

(b) Public liability insurance covering the performance of all obligations of not less than \$300,000.00 for any injuries in any one accident, and \$100,000.00 for property damage.

(c) The City shall be named as Co-insured under such policies of insurance, and the original of such Policies of Insurance shall be deposited with the Secretary of the City. All such policies of Insurance shall contain a clause providing that the cancellation thereof shall not be effective until the expiration of ninety (90) days after notice of such cancellation is given to the City. Contractor shall pay all premiums on such policies as they become due and shall furnish the City evidence of such payment within ten (10) days of the due date thereof.

9. Contractor shall indemnify and save the City harmless from and against any and all claims, demands, actions, causes of action and cost, including attorney fees and other expenses which may be asserted against City by reason of Contractor's negligence or performance or lack of performance of its obligations under this contract. Contractor is an independent contractor in the performance of all obligations imposed under this contract and is not an agent, servant or employee of the City. The City agrees to enact appropriate ordinances prohibiting the deposit of hazardous, toxic, industrial class wastes, or other materials that are prohibited by statute, government regulations, or landfill entities in Contractor containers.

10. On or before the 10th day of each month, the City shall pay Contractor eleven thousand, and forty-five dollars (\$11,045.00) for service of all residences and commercial businesses where garbage service has been provided for the prior month. The City has the right; in its discretion to set any and all charges for collection and disposal services over and above rates of contractor. Contractor will invoice City based on rate and all pertinent information provided by city as to residential requirements and commercial requirements. If any new growth of city relating to commercial establishments, new residential requirements or apartments which require additional new containers and additional services, the contractor will invoice the city for new requirements according to the rate schedule in "Attachment A". The rate will be reviewed periodically and shall be subject to renegotiation once each year on or about the annual anniversary date of this contract to compensate for inflation, volatile fuel cost, maintenance and increased disposal quantity rates of city or other such factors beyond the reasonable control of Contractor. With respect to disposal costs due to landfill situations, where per load fees, surcharge fees or other fees may be increased by the landfill entity, it is agreed that City and Contractor will adjust on an interim basis the Contractor's monthly rates or charges so Contractor can continue to provide the collection services to City on a cost effective and economical basis. In general, as in the past, the City and Contractor agree to cooperate, in a

reasonable fashion, to resolve problems, economic or otherwise, from time to time, as problems arise, so as to efficiently service the solid waste collection and disposal needs of the City, on the most economical and efficient basis for the City; its customers, and for the Contractor. The Contractor in this regard will make every effort to control its variable expenses and expenses within the control of the Contractor. In relation to the volatile nature of fuel and price increases the Contractor may apply a surcharge if necessary to compensate for fuel costs, with approval of council. If agreement cannot be reached Contractor or City may cancel contract with in ninety (90) days. The City will furnish the Contractor upon his request a monthly billing report for an occasional check of service being provided. The State service tax will be collected and paid by the City.

11. Contractor shall collect all garbage and refuse for the fees herein provided. City acknowledges that Contractor's equipment is not designed or capable of handling large items such as: carpets, furniture, (couches/chairs, etc.) stoves, refrigerators, tubs, lavatories, etc., or construction/demolition or remodeling building materials (sheet rock/drywall, shingles, concrete blocks lumber etc.), tires, rocks, dirt, Christmas trees, large tree limbs over 1/2 inch in diameter, or grass clippings (unless bagged). This specific waste can be disposed of by recycling all metals; tires and appliances, other types of waste may be disposed of in a roll-off box provided by Contractor under a separate agreement. Contractor has not contracted and will not contract to pick-up or dispose of hazardous, toxic, or industrial class waste or any other waste that government agencies or landfills prohibit disposal of in a solid waste landfill. If any such waste or items are deposited in the containers and Contractor or its employees discover or observe such items in the containers, Contractor nor its employees are under no obligation to pick-up or dump containers and employees are not required to remove any such prohibited items and container will not be dumped until all prohibited items are removed by the user (customer) or the City.

12. All additional fees levied by the City and collected by the City for any other purposes shall be retained by the City.

13. While it is the primary obligation of the customers of the City to deposit all acceptable garbage and refuse in the containers to be furnished by the Contractor. Contractor shall use its best efforts to insure all garbage and refuse will be collected in a clean and orderly manner. Contractor shall furnish service commensurate with the health and welfare of the public; however, Contractor will not be responsible for any unsanitary condition of containers furnished due to a customer's negligence or misuse. Contractor will not be responsible for control of pests or insects, such as flies, or the scattering of garbage by animals when lids are not closed because Contractor cannot control how a customer disposes of food and other items using unsanitary methods. Contractor shall furnish such number of trucks and personnel as the quantity of garbage and refuse require for collection and removal thereof.

14. The City shall advise Contractor of all complaints received by the City concerning the performance of Contractor's obligations hereunder. Contractor shall investigate as soon as feasible such complaints and take such corrective action as may be required.

15. If Contractor shall fail to perform any material obligation imposed upon Contractor hereunder and such failure shall continue for forty-five (45) days after written notice from the City to Contractor thereof, the City shall have the option to cancel this contract by written notice to the Contractor (with such cancellation being effective one-hundred eighty days after the mailing or delivery of such notice) or to take such action as it may deem necessary to correct any such default and/or to enforce specific performance.

16. Upon the expiration of the primary term hereof or upon the cancellation and termination hereof, Contractor shall remove all of its containers, machinery, and equipment; such removal shall be effected within sixty (60) days from the expiration of the primary term hereof or from the date of cancellation.

17. Contractor is hereby given the option to extend this contract for an additional five-(5) years at prices and fees to be negotiated between the parties. In the event a mutual agreement cannot be reached establishing prices for services by the Contractor, the contract shall terminate as to both parties and all obligations cease on the agreed date.

18. Contractor will not sublet nor assign neither this contract nor any part thereof without prior written consent of the City.

19. City will maintain alleys free of tree limbs, low wires of any kind and chug or mud holes. City will maintain alleys to permit vehicular traffic for trucks. City will publish a yearly notice in a newspaper of general circulation and in customer billings informing all persons that no person outside corporate limits of city is permitted to dispose of their waste in a container or otherwise within the city limits as this constitutes theft of services. As to any person disposing of waste originating outside city limits, the City shall take appropriate action to prevent reoccurrence. Anyone disposing of trash originating outside city limits may be subjected to legal prosecution. City shall periodically publish notice by newspaper and/or customer billings stating or informing customers that building or general contractors cannot dispose of any waste generated during the job in a container in the alley. Any contractor or builder from outside the city must be notified about restrictions when starting work within the city or upon obtaining a building permit. City agrees to periodically inform and notify customers as to what constitutes or is considered to be hazardous, toxic, or industrial class waste; and that such waste cannot be disposed of in containers;

and the proper procedures for disposal. City will collect and make payment of the state service tax revenues to the State.

21. Contractor will make timely payment to the landfill entity of all monthly disposal fees, surcharges and other charges levied by the landfill entity.

22. Contractor will furnish two (2) thirty (30) cubic yard roll-off box containers for the convenience station for other types of permitted waste upon request by City. The cost will be one-hundred and ninety-five dollars (\$195.00) plus disposal cost for each box transported. Contractor will invoice city for cost of roll-off box service with addition of disposal cost and copy of landfill ticket for roll-off service. The contractor does not have the equipment or labor (manpower) to provide services for home/commercial demolitions or new construction.

CITY OF HALE CENTER

BY: Eugene Carter
Mayor

ATTEST:

BY: Patricia Isquiere
City Secretary

TRIPLE C WASTE SERVICE, INC.

BY: Ronald Coomer
Ronald Coomer, President

ATTEST:

Ramy Ippolito

Triple C Waste Service
P.O. Box 1037
Idalou Texas, 79329

City of Hale Center

ATTACHMENT A

March 8th 2016

Rate Schedule:

- A. Residential Collection services for customers within the City Limits. One (1) time per week.
- B. Rate Per Month: \$11.147 per household unit.
- C. Apartments: \$11.21 per unit
- D. Commercial Rate per month: \$18.55 (minimum).
- E. Any additional commercial service requirements will be rated according to schedule below and not to exceed three times per week.

COMMERCIAL CONTAINER COLLECTION

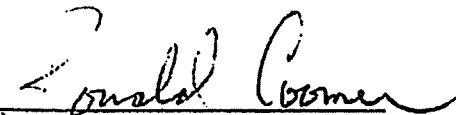
Containers	Service	Price
1-3.0 Yard	1 x week	\$18.55
1- 3.0 Yard	2 x week	\$37.10
1- 3.0 Yard	3 x week	\$55.50
2- 3.0 Yard	1 x week	\$37.10
2- 3.0 Yard	2 x week	\$74.20
2- 3.0 Yard	3 x week	\$111.00

- F. All residents outside City Limits but on City Utilities (Water & Sewer) the Rate is \$12.50.
- G. Residential Rate Outside but within ½ mile of Corporate City Limits: Rate Per Month: \$28.00.

The haul rate for roll-off containers is \$195.00 per box plus cost of disposal. There is no delivery charge or rental charge.

Attachment A for contract dated: 8th March, 2016

Mayor: _____ Triple C Waste



RESOLUTION NO. 20240109

BE IT REMEMBERED THAT ON THE 9TH DAY OF JANUARY, 2024, THE CITY COUNCIL OF THE CITY OF HALE CENTER, IN ITS REGULAR MONTHLY MEETING, DID ENACT THE FOLLOWING RESOLUTION REGARDING A JOINT ELECTION TO BE HELD BETWEEN THE CITY OF HALE CENTER AND THE HALE CENTER INDEPENDENT SCHOOL DISTRICT, MORE FULLY DESCRIBED IN THE JOINT ELECTION AGREEMENT, ATTACHED HERE TO AS EXHIBIT A AND INCORPORATED BY REFERENCE HEREIN, THE SAME AS IF FULLY COPIED AND SET FORTH AT LENGTH:

WHEREAS, the City of Hale Center ("City"), and the Hale Center Independent School District ("School") are each political Subdivision of the State of Texas;

WHEREAS, the City of Hale Center, Texas will hold a Municipal City General Election;

WHEREAS, the City and the School will hold all of this election in a Joint Uniform Election, May 4, 2024, pursuant to resolutions and agreements previously enacted and executed by those entities;

WHEREAS, the City and School are both wholly located within the boundaries of the county;

WHEREAS, the City and School desire to hold all of the above need elections in a Joint Election to be held on May 4, 2024, as set forth in the Joint Election Agreement;

WHEREAS, the City and School have common voters, and it would be to the benefit of the City and School and their citizens and voters, to hold the election jointly at a common polling place.

BE IT THEREFORE RESOLVED, that the City of Hale Center here by adopts the above recitals as findings of fact and operative provision hereof the same as it set out in full;

BE IT FURTHER RESOLVED that the City of Hale Center City Council authorizes the Mayor and Hale Center ISD Superintendent to enter into the attached Joint Election Agreement.

PASSED AND APPROVED on this the 9th day of January, 2024, by way of majority vote of the City Council of the City of Hale Center, Texas, in a meeting open to the public and at its regular time and place.

W.H. Johnson, Mayor

Patricia Isaguirre, TRMC, CPM, City Secretary

**JOINT ELECTION AGREEMENT
BETWEEN
CITY OF HALE CENTER AND HALE CENTER ISD**

Pursuant to Texas Election Code Chapter 271, City of Hale Center, Texas ("City") and the Hale Center Independent School District ("School") enter into the following agreement for the purpose of establishing their mutual responsibilities for conducting a Joint Election on the 2023 May Uniform Election Date, May 4, 2024.

WHEREAS, Texas Election Code §271.003 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the City of Hale Center and Hale Center ISD (collectively "Parties") are each political subdivisions of the State of Texas;

WHEREAS, the City is a municipality located in the School District;

WHEREAS, the School is an educational organization located in the municipality boundaries;

WHEREAS; May 4, 2024 is a Uniform Election Day under the Texas Election Code §41.001 ("Election Day");

WHEREAS, City of Hale Center and School desire to hold a joint election as set forth in this Joint Election Agreement ("Agreement");

WHEREAS, City and School serve common electors, and it would be to the benefit of Participating Entities, and the citizens and voters thereof, to hold elections jointly in the election precincts that can be served by common places insofar as possible.

NOW, THEREFORE, in consideration of the subjects of the following terms and provisions, the Joint Election and Election Services Agreement ("Agreement") set forth below is entered into by and between City, acting by and through its City Council, and School, acting by and through Hale Center Independent School District:

1. Scope:

- a. This Agreement governs the conduct of the City and School elections, to be held on May 4, 2024.

2. Legal Documents:

- a. The Participating Entities shall each be responsible for the preparation, adoption, and publication, (Including bilingual publications) of their respective required elections orders, notices, and any other pertinent documents required by law, unless otherwise set forth herein.
- b. If required, each Participating Entity shall prepare and tender a pre-clearance submission to the Department of Justice, as required by the Voting Rights Act.

3. Polling Places

- a. As permitted by §271.003, and as set forth in the Participating Entities' election orders, Joint Election Day voting shall be held at:

LeMond Community Center
110 E Stevenson
Hale Center, Texas 79041

4. Supplies

a. Each Participating Entity shall be responsible for ordering and paying for its respective election supplies.

5. Expenses

a. Joint election expenses incurred under this Agreement shall be split evenly (50/50) among the Parties, unless otherwise set forth herein. Expenses to be split between the Participating Entities include, but are not limited to, compensation for election officials and workers.

b. The Participating Entities hereby agree to enter an agreement with Hale County for the rental of an electronic voting system. Cost related to electronic voting systems shall be split evenly, unless otherwise set forth in the Parties' agreement with the County. If the Parties are unable to enter into a single agreement with the County, each Party shall be responsible for costs as set forth in its respective agreement with the County.

c. The Participating Entities shall *NOT* split costs related to notices, newspaper publishing translations of documents, supplies, and legal fees, unless otherwise set forth herein, all those costs shall be borne by the Party incurring same.

6. Cancellation

a. Either Participating Entity may cancel its election as permitted by Texas Election Code Sec. §2.051. In the event of cancellation, the withdrawing Party is relieved from its joint election obligation, unless otherwise set forth herein.

b. If either Participating Entity cancels its election, it shall be responsible only for its prorated share of expenses incurred through the date of cancellation.

c. If either Participating Entity cancels its election, the remaining Party shall be responsible for all election expenses incurred following the cancellation of an election by the other Party.

7. Election Officers

a. City and School shall select a mutually agreeable Joint Election Judge.

b. City and School shall ensure that joint election officers are properly trained.

8. Compensation of Judge & Clerks

a. Election judges and clerks shall be compensated in accordance with Texas Election Code §271.013 and Chapter 32, Subchapter E.

9. Early Voting

a. Early voting by personal appearance will be conducted jointly at the following joint polling place:

LeMond Community Center
110 E Stevenson
Hale Center, Texas 79041

10. Method of Voting

- a. Electronic Voting Systems and/or Paper may be used at the joint polling place, as permitted by Texas Education Code §271.0071.
- b. The Participating Entities will enter into a separate agreement with an electronic voting system provider for the programming, delivery, testing, set-up and removal of the electronic voting machines as needed. Said contract shall address the training of election workers on the electronic voting machines. See section 5 above.

11. Ballots

- a. Each Participating Entity shall be responsible for preparing language for its respective ballot.
- b. Each Participating Entity shall be responsible for their pro rata costs associated with the paper ballots.
- c. Preparation of electronic ballots shall be governed by contract between the Participating Entities and the electronic voting system provider(s).

12. Canvassing

- a. Canvassing shall be conducted separately.

13. Recounts

- a. Recounts, if necessary, shall be conducted separately.

14. Election Records Retention

- a. The Participating Entities will each be responsible for retention of their respective records, in accordance with the Texas Election Code §271.002(e).

15. Order, Resolution or Other Official Action

- a. The Participating Entities agree to state the terms of this Agreement in an order, resolution, or other official action adopted by the governing body of each Participating Entity, at a lawfully called meeting, as required by Texas Election Code §271.002(d).

16. Agreement Preservation

- a. An executed copy of this Agreement shall be preserved by each Participating Entity for the same retention period used to preserve the precinct election records, as required by Texas Election Code §271.002(e).

17. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Participating Entities created hereunder are performable in Hale County, Texas.
- b. The Participating Entities shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

c. In event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. Either Participating Entity may terminate its participation in the Agreement by tendering written notice to the other Party.

e. Any amendment of this Agreement shall be of no effect unless in writing and signed by all the Participating Entities hereto.

f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

THE CITY of HALE CENTER:

By: _____
W.H. Johnson-Mayor, City of Hale Center

Date: _____

HALE CENTER ISD:

By: _____
Jance Morris, Superintendent, Hale Center ISD

Date: _____

ORDINANCE 20240109A

AN ORDINANCE TO CALL A SPECIAL ELECTION ON MAY 4, 2024 THROUGHOUT THE CITY OF HALE CENTER, TEXAS FOR THE ADOPTION OF A SALES AND USE TAX FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES FOR THE TYPE B SALES AND USE TAX, INCLUDING SETTING THE ALLOCATED SALES TAX PERCENTAGE; AND DISSOLVING THE CURRENT TYPE A CORPORATION; ORDERING AND ESTABLISHING A DATE FOR HOLDING AND CONDUCTING A SPECIAL ELECTION IN AND THROUGHOUT THE CITY OF HALE CENTER; PROVIDING FOR THE ELECTION TO RUN CONCURRENTLY WITH THE CALLED MAY 4, 2024 CITY COUNCIL ELECTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 504, Texas Local Government Code (the "Act") authorizes a municipality to dissolve a Type A municipal development corporation; and

WHEREAS, Chapter 505 of the Act authorizes a municipality to create a Type B municipal development corporation, and the municipality that holds an election to abolish a tax imposed under Chapter 504 may in the same proposition or in a separate proposition on the same ballot adopt a tax under Chapter 505; and

WHEREAS, the Hale Center City Council deems it advisable to hold a Special Election for the adoption of a sales and use tax for the promotion and development of new and expanded business enterprises at the rate of one-half of one percent as appropriate for the proposed tax rate; and

WHEREAS, the Act provides for both tax allocation changes to be presented in one proposition.

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

Section 1. Order

It is hereby ordered that a special election be held on May 4, 2024, at which the following proposition shall be submitted to the voters to vote for or against:

"Termination of the Hale Center Economic Development Corporation, which includes abolition of the 1/2 cent sales and use tax within the City of Hale Center for the promotion and development of new and expanded business enterprises under Chapter 504 of the Texas Local Government Code (Type A Corporation); and the adoption, in the place of the abolished tax, of a 1/2 cent sales and use tax within the city of Hale Center for the promotion and development of new and expanded business enterprises and other lawful purposes pursuant to Chapter 505 of the Texas Local Government Code (Type B Corporation); all of which will result in no net increases in sales and use taxes collected by the City of Hale Center."

Section 2. Election Procedures to run concurrent with the called May 4th Election

It is hereby ordered that the Municipal Election ordered in Section 1 of this ordinance shall be conducted in conjunction with the ordered election for Hale Center City Council positions set for May 4th, 2024; and said election shall be conducted according to the rules and procedures established by the Texas Election Code.

Section 3. Effective Date

This Ordinance shall become effective immediately after its final passage.

PASSED AND APPROVED BY THE HALE CENTER CITY COUNCIL ON THIS 9TH DAY OF JANUARY, 2024.

W. H. Johnson, Mayor

ATTEST:

Patricia Isaguirre, TRMC CPM
City Secretary

REVIEWED FOR ADMINISTRATION

Mike Cypert, City Manager

REVIEWED AS TO FORM & LEGALITY

Lanny Voss, City Attorney

WHEREAS, the City Council for the City of Abernathy, Hale County, Texas wishes to annex city owned land into the city as allowed by and in accordance with Section 43.026 for the Local Government Code; and

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 area to be annexed, attached as “Exhibit A” and made part of this document, is covered by the provisions of this service plan.

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

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

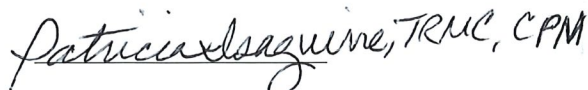
1. Upon completion of the public hearings at which this service plan is presented for public inspection and consideration, this service plan shall be attached to the ordinance annexing the territory described above and approved as part of the ordinance.

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 9th day of January, 2024, 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

EXHIBIT A
Hale Center Annexation
AX01-24

Tract 1 - FM 1424

Being a portion of Texas Farm to Market Highway 1424 (Avenue K) containing 19.42 acres, running parallel to municipal boundaries of the City of Hale Center, Texas being described as follows:

BEGINNING at the NW corner a 160 acre tract of land in the Northwest one-fourth of Section Fifteen (15), Block A-1, Hale County, Texas, the same tract being recorded in the Hale County Deed of Records Volume 784, Pages 381 through 384 for the POINT OF BEGINNING;
THENCE West, to a point along the West Right-of-Way for State Highway FM 1424, where the South Right-of-Way for Hale County Road 165 intersects said Right-of-Way for State Highway FM 1424;
THENCE South, following the West side of the Right-of-Way line for State Highway FM 1424 to the S.E. corner of Block 38, Orchard Addition, Hale Center, Hale County, Texas;
THENCE East, to point where FM 1424 meets U. S Interstate Highway 27, adjoining the southernmost municipal boundary for the City of Hale Center, Texas;
THENCE North, following the East Right-of-Way line for State Highway FM 1424 to the POINT OF BEGINNING.

Tract 2 - Tower and Park

Being a tract of land containing 3.16 acres of land, including Lots 1-7, Block 3, Orchard Addition, Hale Center, Texas; including portions of Avenue L, Cleveland Avenue, and Texas Highway 1914 described as follows:
BEGINNING at the SW corner of Lot 1, Block 78, OT Hale Center, Texas for the POINT OF BEGINNING;
THENCE West, 530 feet to a point;
THENCE South, 260 feet to the N.W. corner of Lot 1, Block 4, Orchard Addition, Hale Center, Texas;
THENCE East, to the N.W. corner of Lot 1, Block 89, OT Hale Center;
Thence North, to the POINT OF BEGINNING.

AX 01-24



City of Hale Center, Texas

Resolution 20240109A

**City of Hale Center
Hale Center, Texas**

WHEREAS, The City Council for the City of Hale Center finds it in the best interest of the citizens of Hale Center Texas, that the ***Trauma Response Program*** be operated for the FY 24-25 year; and

WHEREAS, the City Council for the City of Hale Center agrees to provide any applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, the City Council for the City of Hale Center agrees that in the event of loss or misuse of the Office of the Governor Criminal Justice Division funds, the City Council for the City of Hale Center assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council for the City of Hale Center designates the City Manager, as the grantee's authorized official. The Authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Hale Center approves submission of the grant application for the ***Trauma Response Program*** to the Office of the Governor, Criminal Justice Division.

Passed and Approved this 9th day of January, 2024

W. H. Johnson, Mayor

ATTEST:

Patricia Isaguirre, TRMC City Secretary

Grant Application Number: 4945901

Resolution 20240109B

**City of Hale Center
Hale Center, Texas**

WHEREAS, The City Council for the City of Hale Center finds it in the best interest of the citizens of Hale Center Texas, that the ***2024 Ballistic Shield Grant*** be operated for the FY 24-25 year; and

WHEREAS, the City Council for the City of Hale Center agrees to provide any applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, the City Council for the City of Hale Center agrees that in the event of loss or misuse of the Office of the Governor Criminal Justice Division funds, the City Council for the City of Hale Center assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council for the City of Hale Center designates the City Manager, as the grantee's authorized official. The Authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Hale Center approves submission of the grant application for the ***2024 Ballistic Shield Grant*** to the Office of the Governor, Criminal Justice Division.

Passed and Approved this 9th day of January, 2024

W. H. Johnson, Mayor

ATTEST:

Patricia Isaguirre, TRMC City Secretary

Grant Application Number: 4947201