

City of Hale Center – Regular City Council Meeting Agenda
LeMond Community Center, 110 E Stevenson, Hale Center, TX 79041
6:00 P.M. – Tuesday – February 13, 2024

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

B. PUBLIC COMMENT *(This is an opportunity for members of the public to address the City Council on any item of local public interest. Each citizen will have three minutes to speak. Any citizen wishing to speak must complete a citizen comment form and return to the City Secretary before the meeting begins. The City Council has no obligation to and may not be permitted to respond to comments or questions from the public during this time. Any response from a member of the City Council may be limited to a statement of factual information, a recitation of existing policy or direction for staff to place the subject on a future City Council Meeting agenda. Speakers shall not and are not permitted to make personal or impertinent remarks, use vulgar, profane, inflammatory, slanderous, or defamatory language.)*

C. CONSENT AGENDA Approve minutes for Regular Council Meeting 1/09/2024; Approve January monthly department report(s): Municipal Court / Hale Center EMS / Hale Center Vol Fire Dept / Hale Center Senior Citizens / Hale Center EDC / Hale Center Library / Financial Reports

D. REGULAR AGENDA

- 1) Parks 'n Rec/Beautification Committee - Request to rename "Windmill Plaza" to "Rudy Hinojosa Memorial Plaza" – Elaine Barrett
- 2) Public Hearing for Annexation, AX01-24
- 3) Consider Ordinance 20240213A – Annexation AX01-24 (Water Tower and FM 1424) – Cactus Park
- 4) Consider Ordinance 20240213B – Update to Animal Control Ordinance of the Hale Center Code of Ordinance
- 5) Consider and approve Interlocal Cooperation Contract – Failure to Appear Program - Court
- 6) Discuss and approve election workers for Hale Center City General Election
- 7) Discuss LeMond Rental and/or Policy/Rules – City Secretary, Patricia Isaguirre
- 8) Hale Center Police Department – Racial Profiling Report
- 9) Discussion of Hale Center EMS board appointment(s)
- 10) Consider funding request for unbudgeted item - concrete slab for the LCC West yard to store road base material(s)
- 11) City Manager Administrative Report
 - a. Hacking cyber attempt
 - b. Extension on CDBG
 - c. Update on active grants
 - d. Update on well 7 / Upgrades at 14th Street Pumphouse
- 12) **Executive Session** - In accordance with Texas Government Code, Section 551.074, Personnel Matters, Annual Performance Review Continuation of City Manager
- 13) **Reconvene Open Session** - in accordance with Texas Government Code, consider any action necessary regarding matters discussed in Executive Session

E. ADJOURNMENT

POSTED: 2/9/2024 TIME: 9:15 A

ATTEST Patricia Isaguirre, TRMC, CFM

City of Hale Center Regular City Council Meeting Minutes
Tuesday, January 9, 2024

Attendance: Mayor W.H. Johnson, Councilmembers: Mario Martinez, Karen Boyce, Junior Garcia;
Absent: Mayor Pro-Tem Peoples
Others Present: City Manager, Mike Cypert; City Attorney, Lanny Voss; Public Works Director, Johnny Ruiz; Chief of Police, Brandon Richardson; S.O.S. Waste, Gary Regner and Brad Griffith; Caprock Waste, Joe Landon, Bobby Fira and Jeff Koch

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

Councilperson Martinez made a motion, Councilperson Garcia seconded allowing for the assignment of the solid waste contract to Waste Connection Inc. under same terms and conditions as existing S.O.S. Waste contract, current S.O.S. contract expires 3/8/2027. Motion carried unanimously.

Councilperson Martinez made a motion, Councilperson Boyce seconded to “Order the General Election for May 4, 2024 for the City of Hale Center for the purpose of electing the positions of two (2) councilmembers and Mayor, to the Hale Center City Council, to hold office for a period of two (2) years; Designating polling places; designating runoff dates; Ordering notices of election to be given as prescribed by law in connection with such election.” And an Order the Special Election for May 4, 2024 for the purpose of electing the position of one (1) councilmember unexpired term; Designating polling places; designating runoff dates; Ordering notices of election to be given as prescribed by law in connection with such election.” Motion carried unanimously.

Councilperson Boyce made a motion, Councilperson Garcia seconded to approve Resolution 20240109, A Joint Election Resolution and Joint Election Agreement between City of Hale Center, Texas and Hale Center Independent School District. Motion carried unanimously.

Councilperson Martinez made a motion, Councilperson Boyce seconded to approve Ordinance 20240109, Calling for Special Election for Hale Center Economic Development Corporation (EDC):

“Termination of the Hale Center Economic Development Corporation, which includes abolition of the ½ 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 ½ 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”.

Motion carried unanimously.

Councilperson Boyce made a motion, Councilperson Martinez seconded to approve service plan AX01-24 for annexation proceedings as corrected. Motion carried unanimously.

Councilperson Boyce made a motion, Councilperson Martinez seconded to approve schedule of Public Hearing for Annexation, AX01-24 to be held February 13, 2024. Motion carried unanimously.

Councilperson Boyce made a motion, Councilperson Martinez seconded to approve Resolution 20240109A, A Resolution authorizing the submission of an application for a Trauma Response Program Grant for funding through Office of Governor (OOG). Motion carried unanimously.

Councilperson Boyce made a motion, Councilperson Martinez seconded to approve Resolution 20240109B, A Resolution authorizing the submission of an application for a Ballistic Shield Grant for funding through Office of Governor (OOG). Motion carried unanimously.

City Manager Cypert presented Administrative Report: Updated council on current projects, having issues with Well 7. Discussion on the future of Paw Pals organization – no action taken. The CDBG will be requiring an extension due to generator delivery, expected delivery will be either January or February. Equipment-Criminal Justice Department Grant (CJD) amendment, moving money from software to equipment – 3 radios additional radar. Body Armor-Criminal Justice Department Grant (CJD) is activated and waiting on vendor for order. Lead Copper Inventory-TCEQ, continued progress, deadline October 16, 2024. Have pending grant applications for Police, AED's and trauma equipment x 4, body shields and Solid Waste, concrete crusher. Actively working on city personnel policies for drug testing.

There were no items to be considered for placement on City Council agenda for February 13, 2024.

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

Signed this 13th day of February, 2024.

W.H. Johnson, Mayor

Patricia Isaguirre, City Secretary, TRMC, CPM

City of Hale Center Municipal Court Council Report From 1/1/2024 to 1/31/2024

2/1/2024 4:18 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
2	0	0	0	1	3

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$756.45	\$393.29	\$1,448.00	\$38.35	\$37.24	\$2,673.33

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
13	0	6	1	4	24

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
101	0	101	202

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

January 2024 Run Report

30 EMS calls

19 Within City Limits

11 Out of City

30 **Total Calls**

08 No Transport

02 Transfer to higher level of care UMC Abernathy.

22 ***Billable Runs***

Transports to Hospital's

15 Covenant Medical Center Plainview

02 University Medical Center

00 Lubbock Heart Hospital

03 Covenant Medical Center Lubbock

00 Covenant Women and children

02 211 UMC Abernathy

9:53 AM
02/06/24
Cash Basis

Ambulance Service of Hale Center
Balance Sheet
As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings	
aGeneral Operating	2,817.68
Fund Raiser Acct	718.53
Petty Cash	81.16
Total Checking/Savings	3,617.37
Total Current Assets	3,617.37
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	135,862.37
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,196.75
Total Accounts Payable	-1,196.75
Other Current Liabilities	
Payroll Liabilities	175,502.39
Total Other Current Liabilities	175,502.39
Total Current Liabilities	174,305.64
Total Liabilities	174,305.64
Equity	
Opening Balance Equity	112,135.13
Unrestricted Net Assets	-150,329.28
Net Income	-249.12
Total Equity	-38,443.27
TOTAL LIABILITIES & EQUITY	135,862.37

9:50 AM
02/06/24
Cash Basis

Ambulance Service of Hale Center
Profit & Loss
January 2024

	Jan 24
Ordinary Income/Expense	
Income	
City Supplement	6,416.67
County Supplement	17,000.00
Donations	45.00
Insurance Billing	5,567.93
Total Income	29,029.60
Gross Profit	29,029.60
Expense	
Accounting	250.00
Billing Service	585.18
Computer Equipment & Software	181.55
Employee Appreciation	30.27
EMS License	
Liability Insurance	3,573.46
Total EMS License	3,573.46
Late Fee	450.67
Loan Payment	688.88
Medical Supplies/Equipment	
Medical Supplies	693.46
Total Medical Supplies/Equipment	693.46
Payroll Expenses	21,934.04
Phone, TV & Internet Expenses	172.58
Station Supplies	127.02
Vehicle Expense	
Vehicle Fuel	647.88
Vehicle Maintenance	270.90
Vehicle Repair	-337.76
Vehicle Expense - Other	10.59
Total Vehicle Expense	591.61
Total Expense	29,278.72
Net Ordinary Income	-249.12
Net Income	-249.12

**CITY OF HALE CENTER
HALE CENTER, TEXAS
MONTHLY REPORT OF BANK BALANCES
January 31, 2024**

Bank Account Balances

(Demand Deposits)

35.19%

Operational Account	0502219	0.05%	\$227,301.43
Back the Blue	7018059	0%	\$786.36
PD Training	7018804	0%	\$2,869.21
Total			\$230,957.00

Schedule of Investments

(Time Deposits)

64.81%

Budget Fund	Account	Origin Date	Current	Length	Original	Current Value
Certificate of Deposit	6324212	11/9/16	4.55%	12 Month	\$150,000.00	\$161,784.31
Certificate of Deposit	6350910	8/23/21	4.80%	12 Month	\$225,000.00	\$130,677.91
Certificate of Deposit	6362447	12/8/22	5.42%	12 Month	\$125,000.00	\$132,861.00
Totals					\$375,000.00	\$425,323.22

Total Cash Accounts	\$230,957.00
Total Investments	\$425,323.22
Total Cash and Investments	\$656,280.22

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	60,026.65	180,667.74	137,743.26	56.74
014021	Ad Valorem P&I	5,300.00		70.80	5,229.20	1.34
014028	Delinquent Ad Valorem Taxes	14,000.00	1,385.13	3,837.38	10,162.62	27.41
014035	Delinquent Ad Valorem P&I	5,900.00	405.33	1,312.77	4,587.23	22.25
014042	Sales Tax	95,330.00	7,570.04	31,741.21	63,588.79	33.30
014049	Sales Tax EDC	47,665.00	3,785.02	15,870.62	31,794.38	33.30
014056	Franchise Fees	144,200.00	8,627.05	44,281.15	99,918.85	30.71
014063	Permits	3,100.00	35.00	1,292.70	1,807.30	41.70
014070	Food Permits	1,100.00		100.00	1,000.00	9.09
014084	Interest Income	120.00	8.52	24.41	95.59	20.34
014098	Animal Control Fees	3,500.00	25.00	105.00	3,395.00	3.00
014105	Misc. Income	500.00	33.00	397.84	102.16	79.57
014112	Leases and Rents	8,325.00	-150.00	1,200.00	7,125.00	14.41
014119	Sanitation Charges	206,750.00	17,024.19	68,592.86	138,157.14	33.18
014126	Recycle Center Fees	51,750.00	4,204.16	16,953.04	34,796.96	32.76
014133	Recycling Income	1,000.00		32.70	967.30	3.27
014140	Mosquito Spray Fees	18,940.00	1,526.07	6,157.94	12,782.06	32.51
014147	Sale of Property	2,000.00		13,275.99	-11,275.99	663.80
014154	Municipal Court Fees	58,400.00	2,950.18	11,731.25	46,668.75	20.09
014169	Police Training -TX Comptroller	690.00			690.00	
014175	Transfer From Water Fund	61,204.00			61,204.00	

	Operating Revenues	1,048,185.00	107,455.34	397,645.40	650,539.60	37.94
Non-Operating Revenues						
014409	TP&W Rec Grant	39,906.00		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	23,613.22	-24.18

	Non-Operating Revenues	62,357.00		27,695.98	34,661.02	44.42

	Total Revenue	1,110,542.00	107,455.34	425,341.38	685,200.62	38.30
	TOTAL REVENUE	1,110,542.00	107,455.34	425,341.38	685,200.62	
Administration						
015007	Appraisal Dist. Exp.	5,550.00		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		2,850.00	-850.00	142.50
015042	Dues, Registrations & Meetings	6,500.00	282.42	2,020.62	4,479.38	31.09
015049	Office Supplies	4,000.00	818.24	1,412.47	2,587.53	35.31
015056	Postage	1,000.00	66.00	302.14	697.86	30.21
015077	Misc. Expense	500.00	6.25	15.00	485.00	3.00

	Administration	34,250.00	1,172.91	10,055.19	24,194.81	29.36

Account	Description	Budget	MTD	YTD	Variance	%
Nondepartmental						
015203	EMS Contract	65,000.00	5,416.67	21,666.68	43,333.32	33.33
015210	Fire Dept. Contract	9,900.00	825.00	3,300.00	6,600.00	33.33
015217	Library Contract	5,400.00	450.00	1,800.00	3,600.00	33.33
015224	Sr. Citizens Contract	12,000.00	1,000.00	4,000.00	8,000.00	33.33
015231	Civil Defense	500.00			500.00	
015238	Hale Center EDC	47,665.00	3,785.02	15,870.62	31,794.38	33.30
015245	EMS Bld. Maint.	250.00			250.00	
015252	Fire Bld. Maint.	250.00			250.00	
015266	LeMond Bld. Maint	1,000.00	185.19	367.67	632.33	36.77
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	4,062.13	10,125.77	5,654.23	64.17
015294	Utilities - Gas and Elect.	20,000.00	2,383.11	6,890.78	13,109.22	34.45
015301	Telephone/Internet	5,500.00	392.91	1,568.78	3,931.22	28.52
015308	Software / IT	5,000.00	195.00	1,242.00	3,758.00	24.84

Nondepartmental		189,870.00	18,695.03	67,057.30	122,812.70	35.32
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	200.00	92.00

Legislative		24,200.00		5,432.13	18,767.87	22.45
Judicial						
015406	Dues, Registrations & Training	2,000.00		600.97	1,399.03	30.05
015413	State Traffic Fees	23,000.00	108.00	245.73	22,754.27	1.07
015427	IT/Software	2,870.00			2,870.00	

Judicial		27,870.00	108.00	846.70	27,023.30	3.04
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		1,116.11	3,883.89	22.32
015490	Vehicle Fuel	22,000.00	1,128.22	6,098.07	15,901.93	27.72
015497	Vehicle Maint.	4,200.00	135.00	601.91	3,598.09	14.33
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	338.58	338.58	18,677.42	1.78

Police		63,201.00	1,601.80	8,504.67	54,696.33	13.46
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	12,669.17	29,330.83	30.16
015567	Street Sign Repairs	750.00			750.00	
015574	Equipment Maint.	10,000.00	286.51	818.41	9,181.59	8.18
015581	Weed Control	3,000.00			3,000.00	
015588	Spray License Fees & Training	1,000.00			1,000.00	
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	Streets	127,750.00	3,381.96	13,559.86	114,190.14	10.61
	Parks					
015609	City Park Maint.	7,000.00	464.88	895.86	6,104.14	12.80
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	727.62	2,695.40	5,204.60	34.12
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	Parks	29,400.00	1,192.50	3,995.06	25,404.94	13.59
	Sanitation					
015651	Contracted Alley Service	161,425.00	13,451.84	53,807.36	107,617.64	33.33
015652	Contracted Fuel Adj. Fees	2,000.00			2,000.00	
015658	Recycle Center Disposal	12,000.00	260.80	2,614.98	9,385.02	21.79
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
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	Sanitation	190,950.00	13,712.64	56,572.34	134,377.66	29.63
	Non-Budgeted Expense					
016021	22-23 Dodge Repair 9/12			958.59	-958.59	
016022	23-24 Borden Park Imp.			2,820.52	-2,820.52	
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	Non-Budgeted Expense			3,779.11	-3,779.11	
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	Total Operating Expense	687,491.00	39,864.84	169,802.36	517,688.64	24.70
	Payroll					
017007	Administrative Payroll	105,530.00	8,031.54	33,247.81	72,282.19	31.51
017014	Police Payroll	204,900.00	18,719.10	72,477.85	132,422.15	35.37
017021	Judicial Payroll	19,790.00	1,259.56	5,786.99	14,003.01	29.24
017028	Sanitation Payroll	8,960.00	267.96	842.16	8,117.84	9.40
017035	TML - Admin	7,053.00	641.24	2,564.96	4,488.04	36.37
017042	TML - Police	28,213.00	2,383.11	9,532.44	18,680.56	33.79
017056	TMRS - Admin	6,950.00		1,074.05	5,875.95	15.45
017063	TMRS - Police	13,480.00		3,313.12	10,166.88	24.58
017098	TWC - Unemployment	1,550.00	6.52	53.26	1,496.74	3.44
017105	TML Workman's Comp	8,140.00	1,839.50	3,679.00	4,461.00	45.20
017175	HR Expense	500.00		343.44	156.56	68.69
017600	Payroll Tax (FICA)	25,985.00	2,163.32	8,595.23	17,389.77	33.08

Account	Description	Budget	MTD	YTD	Variance	%
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	Payroll	431,051.00	35,311.85	141,510.31	289,540.69	32.83
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	Total Payroll Expense	431,051.00	35,311.85	141,510.31	289,540.69	32.83
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	* CURRENT YEAR SURPLUS	-8,000.00	32,278.65	114,028.71	-122,028.71	-1,425.36
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Account	Description	Budget	MTD	YTD	Variance	%
	Operating Revenues					
024007	Metered Water Sales	539,320.00	38,510.44	159,889.41	379,430.59	29.65
024014	Sewer Service Sales	204,500.00	16,923.69	68,278.48	136,221.52	33.39
024021	Late Fees	21,750.00	2,059.99	7,780.68	13,969.32	35.77
024028	Returned Check Fees		90.00	330.00	-330.00	
024035	ACH/CC Processing Fees	8,500.00	579.00	2,358.83	6,141.17	27.75
024056	Reconnection Fees	7,800.00	945.00	2,850.00	4,950.00	36.54
024063	Water Tap Fees	2,400.00			2,400.00	
024070	Misc. Income	1,000.00			1,000.00	
024200	Returns / Overread / Adj.		-622.27	-6,523.39	6,523.39	
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	Operating Revenues	785,270.00	58,485.85	234,964.01	550,305.99	29.92
	Non-Operating Revenues					
024407	CDBG Grant Project	139,537.00			139,537.00	
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	Non-Operating Revenues	139,537.00			139,537.00	
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	Total Revenue	924,807.00	58,485.85	234,964.01	689,842.99	25.41
	TOTAL REVENUE	924,807.00	58,485.85	234,964.01	689,842.99	
	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		1,018.85	4,204.48	-4,204.48	
025035	Dues, Registrations & Meetings	6,500.00	955.85	3,844.25	2,655.75	59.14
025042	Office Supplies	4,000.00	213.65	950.00	3,050.00	23.75
025049	Postage	5,500.00	646.25	2,180.83	3,319.17	39.65
025063	Equipment Leasing / Maint.	6,400.00	848.00	2,407.18	3,992.82	37.61
025070	Misc. Expense	200.00	6.25	25.00	175.00	12.50
		-----	-----	-----	-----	-----
	Administration	37,300.00	3,688.85	16,559.82	20,740.18	44.40
	Nondepartmental					
025105	City Hall Maint.	1,500.00	8.98	308.73	1,191.27	20.58
025112	General Insurance	15,780.00	4,062.12	10,125.73	5,654.27	64.17
025119	Utilities - Gas and Elect.	14,050.00	1,167.74	3,958.80	10,091.20	28.18
025126	Telephone/Internet	5,500.00	392.90	1,723.78	3,776.22	31.34
025133	Software / IT	5,000.00	195.00	1,242.00	3,758.00	24.84
025147	Pest Control	1,420.00	112.00	336.00	1,084.00	23.66
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		-752.38	-3,701.38	3,701.38	
		-----	-----	-----	-----	-----
	Nondepartmental	118,092.00	5,186.36	27,631.34	90,460.66	23.40

Account	Description	Budget	MTD	YTD	Variance	%
	Water / Sewer Maintenance					
025560	Dues, Registrations & Training	6,000.00	218.58	3,125.46	2,874.54	52.09
025567	Uniforms	2,500.00	2,644.10	3,154.04	-654.04	126.16
025581	Engineering Fees	2,000.00			2,000.00	
025588	State Fees & Permits	1,400.00	50.00	1,300.00	100.00	92.86
025595	Production Utilities	49,000.00	2,864.46	12,571.15	36,428.85	25.66
025602	Lab Samples - Testing	5,700.00	487.19	957.93	4,742.07	16.81
025609	Building & Grounds Maint.	1,000.00			1,000.00	
025616	Vehicle & Equip. Fuel	17,863.00	877.12	4,318.42	13,544.58	24.18
025623	Vehicle Maint.	5,000.00	171.53	321.83	4,678.17	6.44
025630	Equip. Maint.	6,000.00	796.96	3,484.05	2,515.95	58.07
025651	Water Sewer Treatment	6,000.00	819.74	909.74	5,090.26	15.16
025658	Utility Repairs & Maint.	91,000.00	2,756.33	7,004.09	83,995.91	7.70
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	11,686.01	37,146.71	320,180.29	10.40
	Non-Budgeted Expense					
026005	LCC WEST YARD			1,372.13	-1,372.13	
		-----	-----	-----	-----	-----
	Non-Budgeted Expense			1,372.13	-1,372.13	
		-----	-----	-----	-----	-----
	Total Operating Expense	512,719.00	20,561.22	82,710.00	430,009.00	16.13
	Payroll					
027007	Administrative Payroll	108,600.00	7,721.86	33,727.73	74,872.27	31.06
027014	WS Maint Payroll	216,000.00	16,091.77	70,139.69	145,860.31	32.47
027021	TML - Admin.	7,053.00	593.39	2,373.56	4,679.44	33.65
027028	TML - Maint.	28,215.00	2,373.56	9,494.24	18,720.76	33.65
027035	TMRS - Admin.	6,815.00		2,326.48	4,488.52	34.14
027042	TMRS - Maint.	13,400.00		2,808.40	10,591.60	20.96
027056	TWC - Unemployment		6.51	6.51	-6.51	
027063	TML Workman's Comp	8,140.00	1,839.50	3,679.00	4,461.00	45.20
027175	HR Expense	500.00		343.44	156.56	68.69
027600	Payroll Tax Expense (FICA)	24,865.00	1,821.75	7,945.90	16,919.10	31.96
		-----	-----	-----	-----	-----
	Payroll	413,588.00	30,448.34	132,844.95	280,743.05	32.12
		-----	-----	-----	-----	-----
	Total Payroll Expense	413,588.00	30,448.34	132,844.95	280,743.05	32.12
	* CURRENT YEAR SURPLUS	-1,500.00	7,476.29	19,409.06	-20,909.06	-1,293.94
		=====	=====	=====	=====	=====

ORDINANCE NO. 20240213A

ANNEXATION OF A CERTAIN PORTION OF CITY OWNED LAND

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN PORTIONS OF CITY OWNED LAND, HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF HALE CENTER, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF, IF ANY, SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hale Center, Texas is a Type A general-law municipality as defined by the Texas Local Government Code that is located in Hale County, Texas; and

WHEREAS, the City of Hale Center has a population in excess of 500 persons; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes General Law municipalities to annex territory in accordance with certain procedures provided for therein; and

WHEREAS Section 43.103 of the Texas Local Government Code authorizes the governing body of a General Law municipality with a population in excess of 500 to annex, without the consent of any person, a part of a street, highway, or other public right of way that is adjacent to and runs parallel to the municipality; and

WHEREAS, Section 43.026 of the Texas Local Government Code authorizes the governing body of a general-law municipality to annex area the municipality owns; and

WHEREAS, A portion of Texas Highway FM 1424 is located in Hale County, Texas described herein in "Exhibit A, Tract 1" is adjacent to and runs parallel to the municipality; and

WHEREAS, an area of land owned by the City of Hale Center located in Hale County, Texas, described herein in "Exhibit A, Tract 2" is adjacent to and runs parallel to said portion of Texas Highway FM 1914; and

WHEREAS, A portion of Texas Highway FM 1914 is located in Hale County, Texas described herein in "Exhibit A, Tract 2" is adjacent to and runs parallel to the city owned land this ordinance seeks to annex; and

WHEREAS, the City Council finds that said territory is contiguous and adjacent to the City of Hale Center, Hale County, Texas; and is vacant and without residents and as such is subject to

annexation into the city limits of the City of Hale Center under the provisions of Chapter 43 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; 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 in the LeMond Community Center in the City of Hale Center, Texas at 6:00 P.M. on February 13th, 2024; 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:

I. ANNEXATION

The hereinafter described portions of State Highway 1424, State Highway 1914, and a tract of land owned by the City of Hale Center, all within Hale County, Texas, all together being contiguous to the present corporate limits of the City of Hale Center, Texas for all municipal purposes and corporate lie and limits of the City of Hale Center, Texas are hereby extended to embrace the said tracts of land, which is more particularly described and attached hereto as "Exhibit A" incorporated herein for all purposes.

II. RIGHTS AND PRIVILEGES

That the inhabitants, if any, of the property hereby annexed to the City of Hale Center, Texas shall be entitled to all the rights and privileges of said citizens of the City of Hale Center, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Hale Center, Texas.

III. OFFICIAL MAP AND BOUNDARIES AMENDED

That the official map and boundaries of the City of Hale Center, Texas, are hereby amended so as to include the aforementioned territory as part of the City of Hale Center, Texas.

IV. CORRECTION OFFICIAL MAP

That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City of Hale Center, Texas to add the territory hereby annexed as required by law.

V. EFFECTIVE DATE

That this Ordinance shall become effective after its passage.

VI. RECORDING

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Hale County, and to perform all other acts necessary to notify the appropriate entities of the City's annexation of territory by this Ordinance.

VII. SEVERABILITY

If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Hale Center, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.

VIII. PROPER NOTICE AND MEETING

That the meeting at which this Ordinance was enacted was open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of the meeting was given as required by the Texas Open Meetings Act.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF
HALE CENTER ON THE 13TH DAY OF FEBRUARY, 2024.**

W. H. Johnson, Mayor

ATTEST:

Patricia Isaguirre, TRMC City Secretary

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.

WHEREAS, the City Council for the City of Hale Center, 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

City of Hale Center, Texas

ORDINANCE NO. 20240213B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALE CENTER, HALE COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3, ANIMAL CONTROL, SECTION 3.06.002, IMPOUNDMENT TIME: REDEMPTION OF ANIMALS; AMENDING APENDIX A SECTION A2.001, ANIMAL CONTROL FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Chapter 3, Section 3.06.002 of the Code of Ordinances of the City of Hale Center, Texas, be, and the same is hereby, amended in its entirety, to read as follows:

3.06.002 Impoundment time: redemption of animal

- (a) Impounded animals, including those released from quarantine, shall be kept for ~~three~~ five days from the date of impoundment. In calculating the length of this time, the first day after impoundment shall be day one. If the owner of such impounded animal does not redeem the impounded animal within ~~three~~ five days after impoundment, disposition will be in accordance with this chapter. The animal may be disposed of prior to the expiration of such time if in the professional opinion of animal control disposition is necessary to avoid the unnecessary suffering of a sick or injured animal.
- (b) Impounded and quarantined animals, except for prohibited animals, shall be available for immediate redemption upon meeting the requirements as set forth by animal control.
- (c) When an owner cannot provide proof to animal control at the time of release from impoundment that the impounded animal is currently vaccinated against rabies, then the owner must meet the requirements of animal control, pre-pay for a vaccination, obtain the vaccination within 48 hours of release, and provide proof of same to animal control. Failure to comply with the provisions of this section is a violation of this chapter.
- (d) The schedule of the current applicable fees for reclaiming impounded or quarantined animals is set forth in the fee schedule in appendix A of this code.

- (e) It is not a defense to prosecution of any citations that applicable impoundment, bite, boarding, vaccination, microchip or registration fees have been paid.
- (f) If an animal is not redeemed within ~~three~~ five days from the date of impoundment as provided in this section, the animal shall become the property of the City of Hale Center and shall, at the direction of the animal control officer, be placed for adoption, transferred to a bona fide humane society or humanely destroyed. ~~local animal rescue group, Paw Pals of Hale Center, and shall be available for adoption.~~

SECTION 2.

That Article A2.000, Section A2.001 of APENDIX A of the Hale Center Code of Ordinances be, and the same is hereby amended to read as follows:

ARTICLE A2.000 ANIMAL CONTROL FEES

Sec. A2.001 Registration, impoundment, quarantine and adoption fees

- (a) Annual city registration: \$5.00.
- (b) Impoundment charges: ~~Animal pickup/quarantine charge: \$25.00~~
 - 1. Where impoundment occurs during regular working hours: \$50.00
 - 2. Where impoundment occurs outside regular working hours: \$100.00
 - 3. A boarding fee of \$10.00 per day shall be added for each day the animal is held.
- (c) Surrender of animal: ~~\$25.00.~~ \$40.00
- (d) Quarantine fee:
 - 1. Quarantine at city facilities: \$150.00
 - 2. Home quarantine: No charge
- (e) Adoption fee: \$50.00. ~~Paw Pals of Hale Center charges an adoption fee. Fees are subject to change at the discretion of Paw Pals of Hale Center and are not regulated, nor collected, by the city.~~
 - 1. The animal control officer shall have the authority to lower or waive any adoption fees
 - 2. There shall be no fee assessed to transfer an impounded or surrendered animal to a bona fide humane society.

SECTION 3. All provisions of the Code of Ordinances of the City of Hale Center, Texas, in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any word, phrase, paragraph, section or portion of this ordinance or of the Code of Ordinances, as amended hereby, be held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or of the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. This ordinance shall become effective from and after its passage and the publication of the caption, as the law in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HALE CENTER, HALE COUNTY, TEXAS, ON THIS THE 14th DAY OF FEBRUARY, 2024.

APPROVED:

W, H, JOHNSON, MAYOR

ATTEST:

**PATRICIA ISAGUIRRE, TRMC
CITY SECRETARY**



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

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COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

HALE CENTER MUNICIPAL COURT
PO BOX 532
HALE CENTER, TX 79041

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas
County of HALE

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the MUNICIPAL Court of the [City or County] of HALE CENTER (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	CITY OF HALE CENTER	Department of Public Safety
Attn.:		Enforcement & Compliance Service
Address:	P O BOX 532, HALE CENTER, TX 79041	5805 North Lamar Blvd., Bldg A
Address:	702 MAIN ST, HALE CENTER, TX 79041	Austin, Texas 78752-0001
Fax:	806-839-9970	(512) 424-5311 [fax]
Email:	court@cityofhalecenter.com	Driver.Improvement@dps.texas.gov
Phone:	806-839-4451	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

CITY MANAGER

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.