

City of Hale Center – Regular City Council Meeting Agenda
LeMond Community Center, 110 E Stevenson, Hale Center, TX 79041
6:00 P.M. – Tuesday – May 14, 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.)*

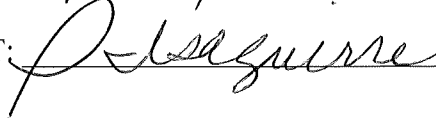
C. CONSENT AGENDA Approve minutes for Regular Council Meeting 4/8/2024; Approve April monthly department report(s): Municipal Court / Hale Center EMS / ~~Hale Center Vol Fire Dept~~ / Hale Center Senior Citizens / Hale Center EDC / ~~Hale Center Library~~ / Financial Reports

D. REGULAR AGENDA

- 1) Canvass the City General Election, May 4, 2024
- 2) Oath of office for elected Councilmembers and accept filings of office - City Secretary
- 3) Election of Mayor Pro-Tem – City Council
- 4) Affirmation of Mayor's appoint of Hale Center Municipal Judge
- 5) Consider and approve exception for setback of compressor placement – David Trotter
- 6) Consider and approve request of placement of a community locker – Jason Martin
- 7) Presentation of Fiscal Year 2023 Audit, Randal Terry and Ryan King, Terry & King CPA's P.C.
- 8) Consider approval of Fiscal Year 2023 Audit
- 9) Public Hearing – Community Development Block Grant (CDBG) taking comment on the project process upon grant close-out
- 10) Discuss and consider request for funding of \$4350 for ambulance repairs - Hale Center EMS
- 11) Approve Municipal Maintenance Agreement – TXDOT
- 12) Discuss and consider change to Police Department vehicle use policy – Janet Peoples
- 13) Review and consider property bid received, for city owned lot, and authorize sale – Orlando Morales and Deandrea Jimenez – 612 East 10th Street
- 14) Discussion of by-laws and board appointments, if necessary - Hale Center Economic Development Commission
- 15) City Manager Administrative Report
 - a. Update on EMS meeting between Hale Center EMS/City of Hale Center and City of Petersburg/ Hale County
 - b. Update on active projects/grants
 - c. abatement of property conditions – 902 Main Street
- 16) Items to be placed on June 11, 2024, City Council meeting agenda

E. ADJOURNMENT

POSTED: 5/9/2024 TIME: 4:55 AM/PM

ATTEST: 

City of Hale Center Regular City Council Meeting Minutes
Monday, April 8, 2024

Attendance: Mayor W.H. Johnson, Mayor Pro-Tem Peoples, Councilmembers: Karen Boyce, Mario Martinez, and Junior Garcia

Others Present: City Manager, Mike Cypert; City Attorney, Lanny Voss; City Secretary, Patricia Isaguirre; Public Works Director, Johnny Ruiz; Chief of Police, Brandon Richardson

Community present: Hale Center EMS, Mel Gomez, Jackie King, Wayne Cargill; Israel Flores, Linda Pshigoda, Katlyn Ashby, Alex Anthony, Jessica Anthony, Kelsi Loza, Harold King, Christine Reyna, Cruz Reyna, Vicki Milner, Darenda Ashby, Ashley Richardson, Marilyn King, Jesse J Mendoza, Ellysa Harris, Linda Cantu, Maria Jimenez

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

No one was present for Public Comment.

Councilperson Boyce made a motion, Mayor Pro-Tem Peoples seconded to approve Consent Agenda. Motion carried unanimously.

Discussion about Hale Center EMS status and how to proceed, members of the community voiced their opinion about the need for EMS to stay in Hale Center by

No action was taken on exception for setback of compressor placement, David Trotter, will revisit on next meeting agenda.

No action was taken about obtaining Hale Center Library building, will revisit on next meeting agenda.

Councilperson Martinez made a motion, Councilperson Boyce seconded to approve Interlocal Agreement with City of Olton regarding vector control, City Attorney Voss confirmed agreement is in good, legal form. Motion carried unanimously.

Legislative Update, City Attorney Voss, postponed to the next meeting.

City Manager Cypert presented the Administrative Report, updated the council on current projects, beginning with the CDBG, the generator is 100% operational. CJD Grants update, 4 active 23-24 waiting for radios and body armor; Ballistic Shields – waiting to hear for funding; AED's were approved today.

The Lead Copper Inventory requested by TCEQ is 25% complete, deadline is October 16, 2024.

Mayor Johnson adjourned the meeting at 7:32 p.m.

Signed this 8th day of April 2024.

W.H. Johnson, Mayor

Patricia Isaguirre, City Secretary, TRMC, CPM

City of Hale Center
Municipal Court Council Report
From 4/1/2024 to 4/30/2024

Violations by Type

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

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$1,407.55	\$880.26	\$1,666.05	\$60.40	\$60.40	\$4,074.66

Warrants

Issued	Served	Closed	Total
0	0	2	2

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
12	0	3	0	0	15

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
76	0	76	152

Hale Center EMS Association

116 W 6th Street * PO Box 1027

Hale Center TX 79041

806-590-8042 * Fax 806-590-8043

Jackie King, Acting Director

March 2024 Run Report

28 EMS calls

20 Within City Limits

08 Out of City

28 Total Calls

06 No Transport

01 Transfer to higher level of care UMC Abernathy.

20 *Billable Runs*

Transports to Hospital's

14 Covenant Medical Center Plainview

03 University Medical Center

00 Lubbock Heart Hospital

03 Covenant Medical Center Lubbock

00 Covenant Women and children

01 211 UMC Abernathy

6:40 PM
04/28/24
Cash Basis

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

	<u>Mar 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
aGeneral Operating	-11,082.77
Fund Raiser Acct	808.53
Petty Cash	81.16
	<u> </u>
Total Checking/Savings	<u>-10,193.08</u>
Total Current Assets	<u>-10,193.08</u>
Fixed Assets	
Furniture and Equipment	
Amb Equipment	27,754.00
	<u> </u>
Total Furniture and Equipment	<u>27,754.00</u>
Vehicles	
3901 - 2010 Chevy Ambulance	57,491.00
3905 2016 Silverado Ambulance	47,000.00
	<u> </u>
Total Vehicles	<u>104,491.00</u>
Total Fixed Assets	<u>132,245.00</u>
TOTAL ASSETS	<u><u>122,051.92</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,196.75
	<u> </u>
Total Accounts Payable	<u>-1,196.75</u>
Other Current Liabilities	
Payroll Liabilities	174,803.83
	<u> </u>
Total Other Current Liabilities	<u>174,803.83</u>
Total Current Liabilities	<u>173,607.08</u>
Total Liabilities	<u>173,607.08</u>
Equity	
Opening Balance Equity	112,135.13
Unrestricted Net Assets	-150,329.28
Net Income	-13,361.01
	<u> </u>
Total Equity	<u>-51,555.16</u>
TOTAL LIABILITIES & EQUITY	<u><u>122,051.92</u></u>

6:49 PM

04/28/24

Cash Basis

Ambulance Service of Hale Center

Profit & Loss

March 2024

	Mar 24
Ordinary Income/Expense	
Income	
Donations	45.00
Total Income	45.00
Gross Profit	45.00
Expense	
Medical Supplies/Equipment	
Medical Supplies	500.00
Total Medical Supplies/Equipment	500.00
Payroll Expenses	15,386.32
Total Expense	15,886.32
Net Ordinary Income	-15,841.32
Net Income	-15,841.32

Hale Center EMS Association

116 W 6th Street * PO Box 1027

Hale Center TX 79041

806-590-8042 * Fax 806-590-8043

Jackie King, Acting Director

April 2024 Run Report

04 EMS calls

03 Within City Limits

01 Out of City

04 Total Calls

01 No Transport

00 Transfer to higher level of care UMC Abernathy.

03 Billable Runs

Transports to Hospital's

03 Covenant Medical Center Plainview

00 University Medical Center

00 Lubbock Heart Hospital

00 Covenant Medical Center Lubbock

00 Covenant Women and children

00 211 UMC Abernathy

8:12 PM

05/05/24

Cash Basis

Ambulance Service of Hale Center

Balance Sheet

As of April 30, 2024

	Apr 30, 24
ASSETS	
Current Assets	
Checking/Savings	
aGeneral Operating	-19,830.67
Fund Raiser Acct	808.53
Petty Cash	81.16
Total Checking/Savings	-18,940.98
Total Current Assets	-18,940.98
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	113,304.02
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,196.75
Total Accounts Payable	-1,196.75
Other Current Liabilities	
Payroll Liabilities	173,025.11
Total Other Current Liabilities	173,025.11
Total Current Liabilities	171,828.36
Total Liabilities	171,828.36
Equity	
Opening Balance Equity	112,135.13
Unrestricted Net Assets	-150,329.28
Net Income	-20,330.19
Total Equity	-58,524.34
TOTAL LIABILITIES & EQUITY	113,304.02

8:00 PM
05/05/24
Cash Basis

Ambulance Service of Hale Center
Profit & Loss
April 2024

	<u>Apr 24</u>
Ordinary Income/Expense	
Expense	
Medical Supplies/Equipment	
Medical Supplies	<u>522.61</u>
Total Medical Supplies/Equipment	522.61
Payroll Expenses	<u>6,446.57</u>
Total Expense	<u>6,969.18</u>
Net Ordinary Income	<u>-6,969.18</u>
Net Income	<u><u>-6,969.18</u></u>

HALE CENTER ECONOMIC DEVELOPMENT CORPORATION

REVENUE AND EXPENSE 03/01/24 THROUGH 03/31/24

VISTA BANK CHECKING ACCOUNT 0516937

3/1/2024

144,961.28

REVENUE/RECEIPTS

FEBRUARY SALES TAX PAYMENT

5,065.79

TOTAL RECEIPTS

5,065.79

EXPENSES

KRISTINA SHERRRILL/CONSULTING

2,083.33

VISTA BANK FEE

2.00

TOTAL EXPENSE

-2085.33

CHECKING ACCOUNT BALANCE 03/31/24

147,941.74

CERTIFICATE OF DEPOSIT 02.01/24

108,236.54

INTEREST PAID

411.66

CERTIFICATE OF DEPOSIT 02/29/24

108,648.29

TOTLA HOLDINGS 02/29/24

256,590.03

**CITY OF HALE CENTER
HALE CENTER, TEXAS
MONTHLY REPORT OF BANK BALANCES
May 3, 2024**

Bank Account Balances

(Demand Deposits)

23.83%

Operational Account	0502219	0.05%	\$130,223.49
Back the Blue	7018059	0%	\$786.36
PD Training	7018804	0%	\$3,672.03
Total			\$134,681.88

Schedule of Investments

(Time Deposits)

76.17%

Budget Fund	Account	Origin Date	Current	Length	Original	Current Value
Certificate of Deposit	6324212	11/9/16	4.55%	12 Month	\$150,000.00	\$163,621.45
Certificate of Deposit	6350910	8/23/21	4.80%	12 Month	\$225,000.00	\$132,407.50
Certificate of Deposit	6362447	12/8/22	5.42%	12 Month	\$125,000.00	\$134,452.93
Totals					\$375,000.00	\$430,481.88

Total Cash Accounts	\$134,681.88
Total Investments	\$430,481.88
Total Cash and Investments	\$565,163.76

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	9,139.37	286,298.29	32,112.71	89.91
014021	Ad Valorem P&I	5,300.00	759.10	1,959.56	3,340.44	36.97
014028	Delinquent Ad Valorem Taxes	14,000.00	772.46	5,789.51	8,210.49	41.35
014035	Delinquent Ad Valorem P&I	5,900.00	241.40	2,038.12	3,861.88	34.54
014042	Sales Tax	95,330.00	6,714.84	55,862.04	39,467.96	58.60
014049	Sales Tax EDC	47,665.00	3,357.42	27,931.03	19,733.97	58.60
014056	Franchise Fees	144,200.00	13,762.74	76,970.97	67,229.03	53.38
014063	Permits	3,100.00	235.00	2,923.10	176.90	94.29
014070	Food Permits	1,100.00		100.00	1,000.00	9.09
014084	Interest Income	120.00	12.70	57.83	62.17	48.19
014098	Animal Control Fees	3,500.00	25.00	230.00	3,270.00	6.57
014105	Misc. Income	500.00	12.00	414.84	85.16	82.97
014112	Leases and Rents	8,325.00	875.00	8,237.88	87.12	98.95
014119	Sanitation Charges	206,750.00	16,276.45	118,936.57	87,813.43	57.53
014126	Recycle Center Fees	51,750.00	3,998.53	29,365.07	22,384.93	56.74
014133	Recycling Income	1,000.00	122.40	155.10	844.90	15.51
014140	Mosquito Spray Fees	18,940.00	1,448.64	10,659.30	8,280.70	56.28
014147	Sale of Property	2,000.00		13,275.99	-11,275.99	663.80
014154	Municipal Court Fees	58,400.00	3,680.76	25,530.06	32,869.94	43.72
014169	Police Training -TX Comptroller	690.00		802.82	-112.82	116.35
014175	Transfer From Water Fund	61,204.00			61,204.00	
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	Operating Revenues	1,048,185.00	61,433.81	667,538.08	380,646.92	63.69
	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			19,016.00	
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	Non-Operating Revenues	62,357.00		32,293.20	30,063.80	51.79
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	Total Revenue	1,110,542.00	61,433.81	699,831.28	410,710.72	63.02
	TOTAL REVENUE	1,110,542.00	61,433.81	699,831.28	410,710.72	
	Administration					
015007	Appraisal Dist. Exp.	5,550.00		3,224.92	2,325.08	58.11
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	1,148.85	1,338.13	-638.13	191.16
015035	Codification	2,000.00		2,850.00	-850.00	142.50
015042	Dues, Registrations & Meetings	6,500.00		3,427.58	3,072.42	52.73
015049	Office Supplies	4,000.00	490.40	3,778.31	221.69	94.46
015056	Postage	1,000.00	186.09	606.29	393.71	60.63
015077	Misc. Expense	500.00	6.25	44.74	455.26	8.95
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	Administration	34,250.00	1,831.59	16,982.47	17,267.53	49.58

Account	Description	Budget	MTD	YTD	Variance	%
	Nondepartmental					
015203	EMS Contract	65,000.00	22,833.34	55,333.36	9,666.64	85.13
015210	Fire Dept. Contract	9,900.00	1,650.00	6,600.00	3,300.00	66.67
015217	Library Contract	5,400.00	900.00	3,600.00	1,800.00	66.67
015224	Sr. Citizens Contract	12,000.00	2,000.00	8,000.00	4,000.00	66.67
015231	Civil Defense	500.00	765.75	765.75	-265.75	153.15
015238	Hale Center EDC	47,665.00	3,357.42	27,931.03	19,733.97	58.60
015245	EMS Bld. Maint.	250.00			250.00	
015252	Fire Bld. Maint.	250.00			250.00	
015266	LeMond Bld. Maint	1,000.00		816.35	183.65	81.64
015273	Environmental Health Insp.	1,100.00			1,100.00	
015280	Building Inspection Fees	525.00	225.00	450.00	75.00	85.71
015287	General Insurance	15,780.00	4,237.12	14,362.89	1,417.11	91.02
015294	Utilities - Gas and Elect.	20,000.00	1,480.07	12,675.48	7,324.52	63.38
015301	Telephone/Internet	5,500.00	613.39	2,973.94	2,526.06	54.07
015308	Software / IT	5,000.00	1,160.00	2,597.00	2,403.00	51.94
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	Nondepartmental	189,870.00	39,222.09	136,105.80	53,764.20	71.68
	Legislative					
015378	Dues Registrations & Meetings	15,000.00	6,750.00	9,927.13	5,072.87	66.18
015380	Website Expense	1,200.00	1,200.00	1,200.00		100.00
015385	Election Expense	5,500.00	2,441.30	2,441.30	3,058.70	44.39
015392	Council Stipends	2,500.00		2,300.00	200.00	92.00
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	Legislative	24,200.00	10,391.30	15,868.43	8,331.57	65.57
	Judicial					
015406	Dues, Registrations & Training	2,000.00	159.48	760.45	1,239.55	38.02
015413	State Traffic Fees	23,000.00	7,151.49	7,651.05	15,348.95	33.27
015427	IT/Software	2,870.00			2,870.00	
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	Judicial	27,870.00	7,310.97	8,411.50	19,458.50	30.18
	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	1,816.72	3,039.72	1,960.28	60.79
015490	Vehicle Fuel	22,000.00	1,183.01	9,684.83	12,315.17	44.02
015497	Vehicle Maint.	4,200.00	815.49	2,539.61	1,660.39	60.47
015504	Misc. Expense	500.00			500.00	
015509	23-24 CJD Grant - Body Armor	3,435.00	3,026.00	3,026.00	409.00	88.09
015510	23-24 CJD Grant - Equip	19,016.00		7,047.96	11,968.04	37.06
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	Police	63,201.00	6,841.22	25,688.12	37,512.88	40.65
	Streets					
015532	Sealcoat Project	50,000.00			50,000.00	

Account	Description	Budget	MTD	YTD	Variance	%
015539	Engineering - Sealcoat	11,000.00	10,360.59	10,360.59	639.41	94.19
015546	Street & Pothole Repair	10,000.00	5,988.61	6,060.89	3,939.11	60.61
015553	Utilities - Street Lighting	42,000.00	3,176.33	22,121.36	19,878.64	52.67
015567	Street Sign Repairs	750.00			750.00	
015574	Equipment Maint.	10,000.00	383.55	1,201.96	8,798.04	12.02
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	19,909.08	39,744.80	88,005.20	31.11
	Parks					
015609	City Park Maint.	7,000.00	2,085.93	7,249.04	-249.04	103.56
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	766.20	4,748.86	3,151.14	60.11
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	Parks	29,400.00	2,852.13	12,401.70	16,998.30	42.18
	Sanitation					
015651	Contracted Alley Service	161,425.00	40,355.56	121,066.61	40,358.39	75.00
015652	Contracted Fuel Adj. Fees	2,000.00			2,000.00	
015658	Recycle Center Disposal	12,000.00	981.06	4,974.81	7,025.19	41.46
015665	Plainview Recycle Prog.	2,525.00		2,936.50	-411.50	116.30
015679	Vector Control (Mosq.)	10,000.00	500.00	500.00	9,500.00	5.00
015686	Animal Control	3,000.00	80.35	451.55	2,548.45	15.05
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	Sanitation	190,950.00	41,916.97	129,929.47	61,020.53	68.04
	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	
016023	23-24 LCC Asphalt Slab			6,208.74	-6,208.74	
016024	23-24 LCC Access Ramp			2,439.34	-2,439.34	
016025	23-24 LCC Roof		13,475.00	13,475.00	-13,475.00	
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	Non-Budgeted Expense		13,475.00	25,902.19	-25,902.19	
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	Total Operating Expense	687,491.00	143,750.35	411,034.48	276,456.52	59.79
	Payroll					
017007	Administrative Payroll	105,530.00	8,493.08	63,435.13	42,094.87	60.11
017014	Police Payroll	204,900.00	14,524.56	123,086.05	81,813.95	60.07
017021	Judicial Payroll	19,790.00	1,988.31	11,686.70	8,103.30	59.05
017028	Sanitation Payroll	8,960.00	746.46	3,454.77	5,505.23	38.56
017035	TML - Admin	7,053.00	641.24	4,488.68	2,564.32	63.64
017042	TML - Police	28,213.00	1,783.87	15,483.29	12,729.71	54.88
017056	TMRS - Admin	6,950.00	1,426.83	3,211.55	3,738.45	46.21
017063	TMRS - Police	13,480.00	2,179.20	7,686.00	5,794.00	57.02

Account	Description	Budget	MTD	YTD	Variance	%
017098	TWC - Unemployment	1,550.00	703.87	757.13	792.87	48.85
017105	TML Workman's Comp	8,140.00	1,839.50	5,967.00	2,173.00	73.30
017175	HR Expense	500.00		343.44	156.56	68.69
017600	Payroll Tax (FICA)	25,985.00	1,970.06	15,427.30	10,557.70	59.37
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	Payroll	431,051.00	36,296.98	255,027.04	176,023.96	59.16
		-----	-----	-----	-----	-----
	Total Payroll Expense	431,051.00	36,296.98	255,027.04	176,023.96	59.16
		-----	-----	-----	-----	-----
	* CURRENT YEAR SURPLUS	-8,000.00	-118,613.52	33,769.76	-41,769.76	-422.12
		=====	=====	=====	=====	=====

Account	Description	Budget	MTD	YTD	Variance	%
	Operating Revenues					
024007	Metered Water Sales	539,320.00	39,654.29	276,435.43	262,884.57	51.26
024014	Sewer Service Sales	204,500.00	16,103.77	118,239.14	86,260.86	57.82
024021	Late Fees	21,750.00	1,650.01	12,835.99	8,914.01	59.02
024028	Returned Check Fees		90.00	480.00	-480.00	
024035	ACH/CC Processing Fees	8,500.00	672.00	4,185.83	4,314.17	49.25
024056	Reconnection Fees	7,800.00	1,085.00	5,160.00	2,640.00	66.15
024063	Water Tap Fees	2,400.00			2,400.00	
024070	Misc. Income	1,000.00	35.00	35.00	965.00	3.50
024200	Returns / Overread / Adj.		-1,520.53	-10,297.30	10,297.30	
		-----	-----	-----	-----	-----
	Operating Revenues	785,270.00	57,769.54	407,074.09	378,195.91	51.84
	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	57,769.54	407,074.09	517,732.91	44.02
	TOTAL REVENUE	924,807.00	57,769.54	407,074.09	517,732.91	
	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		998.52	7,302.93	-7,302.93	
025035	Dues, Registrations & Meetings	6,500.00	1,042.97	5,202.22	1,297.78	80.03
025042	Office Supplies	4,000.00	531.82	2,044.31	1,955.69	51.11
025049	Postage	5,500.00	906.89	4,081.88	1,418.12	74.22
025063	Equipment Leasing / Maint.	6,400.00	718.78	3,716.57	2,683.43	58.07
025070	Misc. Expense	200.00	6.25	43.75	156.25	21.88
		-----	-----	-----	-----	-----
	Administration	37,300.00	4,205.23	25,339.74	11,960.26	67.93
	Nondepartmental					
025105	City Hall Maint.	1,500.00		496.53	1,003.47	33.10
025112	General Insurance	15,780.00	4,237.13	14,362.86	1,417.14	91.02
025119	Utilities - Gas and Elect.	14,050.00	1,619.00	8,430.86	5,619.14	60.01
025126	Telephone/Internet	5,500.00	613.38	3,128.93	2,371.07	56.89
025133	Software / IT	5,000.00	1,160.00	4,522.00	478.00	90.44
025147	Pest Control	1,420.00	224.00	784.00	636.00	55.21
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		-457.98	-4,959.79	4,959.79	
		-----	-----	-----	-----	-----
	Nondepartmental	118,092.00	7,395.53	40,403.07	77,688.93	34.21

Account	Description	Budget	MTD	YTD	Variance	%
	Water / Sewer Maintenance					
025560	Dues, Registrations & Training	6,000.00	30.00	3,155.46	2,844.54	52.59
025567	Uniforms	2,500.00	414.50	3,318.57	-818.57	132.74
025581	Engineering Fees	2,000.00			2,000.00	
025588	State Fees & Permits	1,400.00		1,300.00	100.00	92.86
025595	Production Utilities	49,000.00	5,438.67	23,834.46	25,165.54	48.64
025602	Lab Samples - Testing	5,700.00	1,139.36	2,845.25	2,854.75	49.92
025609	Building & Grounds Maint.	1,000.00		233.96	766.04	23.40
025616	Vehicle & Equip. Fuel	17,863.00	1,658.36	8,261.79	9,601.21	46.25
025623	Vehicle Maint.	5,000.00	557.83	1,994.57	3,005.43	39.89
025630	Equip. Maint.	6,000.00	6.79	4,495.80	1,504.20	74.93
025651	Water Sewer Treatment	6,000.00	263.25	1,232.99	4,767.01	20.55
025658	Utility Repairs & Maint.	91,000.00	1,339.14	16,033.95	74,966.05	17.62
025663	Capital Outlay,23-24 Meter Upgrades	12,000.00			12,000.00	
025665	CDBG Grant Project	151,864.00	96,275.17	96,275.17	55,588.83	63.40
		-----	-----	-----	-----	-----
	Water / Sewer Maintenance	357,327.00	107,123.07	162,981.97	194,345.03	45.61
	Non-Budgeted Expense					
026005	LCC WEST YARD		458.08	1,830.21	-1,830.21	
		-----	-----	-----	-----	-----
	Non-Budgeted Expense		458.08	1,830.21	-1,830.21	
		-----	-----	-----	-----	-----
	Total Operating Expense	512,719.00	119,181.91	230,554.99	282,164.01	44.97
	Payroll					
027007	Administrative Payroll	108,600.00	6,486.22	59,709.11	48,890.89	54.98
027014	W/S Maint Payroll	216,000.00	16,012.99	125,310.47	90,689.53	58.01
027021	TML - Admin.	7,053.00	5.85	3,572.04	3,480.96	50.65
027028	TML - Maint.	28,215.00	2,373.56	16,614.92	11,600.08	58.89
027035	TMRS - Admin.	6,815.00	1,198.48	5,174.75	1,640.25	75.93
027042	TMRS - Maint.	13,400.00	2,642.91	7,076.66	6,323.34	52.81
027056	TWC - Unemployment		703.87	710.38	-710.38	
027063	TML Workman's Comp	8,140.00	1,839.50	5,967.00	2,173.00	73.30
027175	HR Expense	500.00		343.44	156.56	68.69
027600	Payroll Tax Expense (FICA)	24,865.00	1,721.18	14,154.02	10,710.98	56.92
		-----	-----	-----	-----	-----
	Payroll	413,588.00	32,984.56	238,632.79	174,955.21	57.70
		-----	-----	-----	-----	-----
	Total Payroll Expense	413,588.00	32,984.56	238,632.79	174,955.21	57.70
	* CURRENT YEAR SURPLUS	-1,500.00	-94,396.93	-62,113.69	60,613.69	4,140.91
		=====	=====	=====	=====	=====

Cumulative Results Report

City of HC and HCISD

Run Time 3:20 PM

Run Date 05/07/2024

CITY OF HALE CENTER / HALE CENTER ISD

GENERAL ELECTION

5/4/2024

Page 1

Official Results

Registered Voters

301 of 1650 = 18.24%

Precincts Reporting

0 of 8 = 0.00%

Hale Center Independent School District School Board Trustees - Vote for none, one, two or three

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Paul Chandler		5	31.25%	119	21.21%	52	18.44%	176	20.49%
Steven Espinosa, Sr		0	0.00%	47	8.38%	25	8.87%	72	8.38%
Meranda Sierra		6	37.50%	192	34.22%	94	33.33%	292	33.99%
Gabriel Jimenez		3	18.75%	36	6.42%	29	10.28%	68	7.92%
Heath Huffhines		2	12.50%	167	29.77%	82	29.08%	251	29.22%
Cast Votes:		16	100.00%	561	100.00%	282	100.00%	859	100.00%
Undervotes:		2		30		12		44	
Overvotes:		0		0		0		0	

City of Hale Center Mayor - Vote for none or one

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
W.H. Johnson		2	100.00%	130	100.00%	62	100.00%	194	100.00%
Cast Votes:		2	100.00%	130	100.00%	62	100.00%	194	100.00%
Undervotes:		2		34		19		55	
Overvotes:		0		0		0		0	

City of Hale Center City Council Members - Vote for none, one or two

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
JR Garcia		2	28.57%	112	36.84%	59	37.58%	173	36.97%
Karen Boyce		4	57.14%	101	33.22%	46	29.30%	151	32.26%
Shane Rowell		1	14.29%	91	29.93%	52	33.12%	144	30.77%
Cast Votes:		7	100.00%	304	100.00%	157	100.00%	468	100.00%
Undervotes:		1		24		5		30	
Overvotes:		0		0		0		0	

City of Hale Center City Council Member - Unexpired Term - Vote for none or one

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Julio De La Garza		0	0.00%	78	52.70%	48	61.54%	126	54.78%
Linda Cantu		4	100.00%	70	47.30%	30	38.46%	104	45.22%
Cast Votes:		4	100.00%	148	100.00%	78	100.00%	230	100.00%
Undervotes:		0		16		3		19	
Overvotes:		0		0		0		0	

Cumulative Results Report

City of HC and HCISD

Run Time 3:20 PM

Run Date 05/07/2024

CITY OF HALE CENTER / HALE CENTER ISD**GENERAL ELECTION**

5/4/2024

Page 2

Official Results

Registered Voters

301 of 1650 = 18.24%

Precincts Reporting

0 of 8 = 0.00%

City of Hale Center Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		3	100.00%	98	67.12%	61	77.22%	162	71.05%
Against		0	0.00%	48	32.88%	18	22.78%	66	28.95%
Cast Votes:		3	100.00%	146	100.00%	79	100.00%	228	100.00%
Undervotes:		1		18		2		21	
Overvotes:		0		0		0		0	

*** End of report ***

Election Reconciliation - Official Totals

County Hale

Election Name City of Hale Center/Hale Center ISD

Registered Voters 11650

Election Date 5/4/2024

		2. Rejected ballots		3. Counted ballots (from tabulation software)	
A. Early voting in person voters	195			I. Early voting ballots counted	195
B. Election day in person voters	97 + 1 omission			J. Election day ballots counted	98
C. Mail ballot voters	6	F. Mail ballots rejected	0	K. Mail ballots counted	6
D. Provisional ballots submitted	5	G. Provisional ballots rejected	3	L. Provisional ballots counted	2
E. Total voters (A+B+C+D)	304	H. Total ballots rejected (F+G)	3	M. Total ballots counted (I+J+K+L)	301

N. Difference between voters and ballots (E-H-M)	0	O. Difference as percentage of voters (N+(E-H)*100)	0 %
P. Explanation for difference, if any			

Q. "I certify that the information contained in this document accurately reflects the official reconciliation of votes and voters from the above stated election"

Christine Reyna Christine Reyna 5/7/24
Presiding judge signature Print name Date

6. Mail ballots	
R. Mail ballots sent	8
S. Mail ballots not returned by voter	2
T. Mail ballots surrendered	0

7. Provisional ballots	
U. Provisional ballots deemed incomplete	0



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____, 2024, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ Hale Center _____ (population _____ 2062 _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
- A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E.** Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F.** Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G.** Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A.** Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B.** When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C.** Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D.** Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E.** Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F.** Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Hale Center

State of Texas

Signature

TxDOT District Engineer

W. J. Johnson
Name

Steven P. Warren, P.E.
Name

Mayor
Title

Date

Date

2-6-24

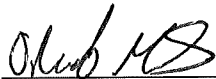
To the Hale Center Mayor and City Council,

Jointly, we would like to offer \$505.60 for the tax lot located at 612 East 10th Street, Hale Center. This amount is equal to the current past taxes owed against the property.

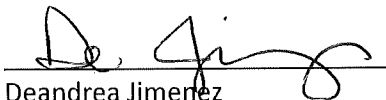
We realize that if allowed, the property will be conveyed in an "as is" condition and we will be responsible for all filing and deed transfer fees.

The HCAD property tax ID number is 27239. Legal description for the property is - OT HC BLK 55 LOT 19

Thank you,



Orlando Morales
P.O. Box 478
Hale Center, TX 79041



Deandrea Jimenez
P.O. Box 478
Hale Center, TX 79041
PH: 806-572-3276