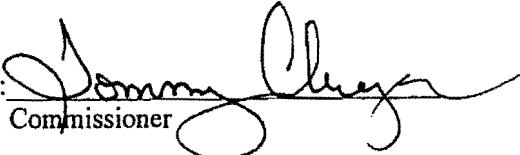


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 1ST day of April, 2013, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, March 18, 2013.
2. Read for approval for all monthly bills and claims submitted to the court and dated through April 1, 2013.
3. Hear Public Assistance monthly report.
4. Hear update from Texas AgriLife Extension Service.
5. Consider and take necessary action to approve the Racial Profiling Report submitted by the Hockley County Constable of Precinct #2.
6. Consider and take necessary action to approve the donation to SPC for the 1st Anniversary of the Mallet Event Center and Arena.
7. Consider and take necessary action to approve the Interlocal Cooperation Agreement concerning detention services between Hockley County and Lubbock County.
8. Consider and take necessary action concerning the finding of ESPY Services concerning the Windstream Contract.
9. Consider and take necessary action concerning the Tips Taps Program and the roofing issue.
10. Consider and take necessary action to approve the road bores of Chevron U.S.A. Inc. on Roughneck Road and Tumbleweed Road.
11. Consider and take necessary action to approve the update of airport zoning.
12. Consider and take necessary action to approve the TIF #1 expansion.
13. Consider and take necessary action to approve the TIF #2 expansion.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

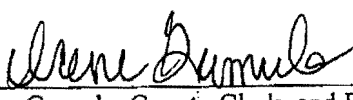
BY: 
Commissioner

BY: 
Commissioner

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 28TH day of March, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

Dated this day 28TH day of March, 2013.


Irene Gumula, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

VOL. 59 PAGE 536 MAR 28 2013


County Clerk, Hockley County, Texas

to

REGULAR MEETING
APRIL 1, 2013

Be it remembered that on this the 1st day of April A.D. 2013, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter (ABSENT)	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 18th day of March A.D. 2013, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through April 1, A.D. 2013, be approved and paid as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Chevron USA Inc. to lay, construct, operate and maintain production pipelines transporting oil, water & gas, under and across certain county roads, situated in Commissioners' Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

RECORD, PETITION, EXHIBIT AND ORDER OF THE COURT

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Chevron U.S.A. Inc., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Chevron U.S.A. Inc., and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain Production pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Oil, Water & Gas from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 25th day of March, 2013.

BY 

Exhibit "A"

Sampson Post Rd

Set Outter 1-4

Proposed Road Bore

Tumbler Weed Rd

301 East

12" casing
8" casing

Roughneck Rd.

80' casing

2471
.4 mile

3598
.7 mile

2654'
.5 mile

12" casing
8" casing
92' casing

2646'
.5 mile

303

303 Rd

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

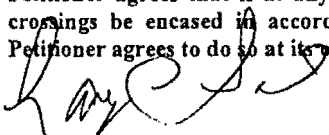
IN THE MATTER OF THE APPLICATION OF Chevron U.S.A. Inc. FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of Chevron U.S.A. Inc., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried gas line across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, Chevron U.S.A. Inc. is hereby granted permission and authority to lay, construct, operate and maintain buried gas line across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said buried gas line undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried gas line undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried gas line undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried gas line are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said buried gas line are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried gas line undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said buried gas line from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said buried gas line by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.



County Judge



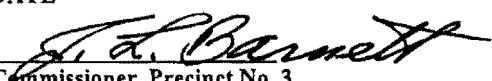
Commissioner, Precinct No. 1



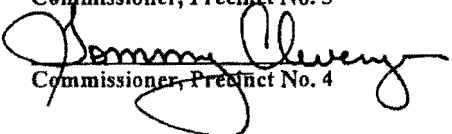
Commissioner, Precinct No. 2

4/11/13

DATE



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4

Rebecca Currington, Public Assistance Administrator reported her March, 2013, monthly approvals and denial requests for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of March 2013.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Josepha Garcia	207 Ave. C	Levelland	Gas	\$34.36
Tamara Crow	1817- 9 th	Levelland	Electric	\$75.00
Cynthia Davis	204 E. 9 th , #4	Anton	Electric	\$70.82
A'Myah Calcote	200 Mike	Levelland	Gas	\$75.00
Lauren Denman	804 Ave A	Levelland	Gas	\$75.00
Destry McLaurin	112 Elm	Levelland	Gas	\$75.00

DENIED APPLICANTS

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>
Olivia Tienda	205 Cypress	Levelland

Commissioners' Court met with the Texas AgriLife Extension Service, and gave the court an update.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Racial Profiling Reports submitted by the Hockley County Constable of Precinct #2, as per Reports recorded below.

FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: HOCKLEY CO. CONST. PCT. 2
Reporting Date: 03/01/2013
TCLEOSE Agency Number: 219102
Chief Administrator: EVERETT B. MCDANIEL
Agency Contact Information: Mailing Address:
HOCKLEY CO. CONST. PCT. 2
Box 116
Sundown, Tx 79372

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: EVERETT B. MCDANIEL

Chief Administrator

HOCKLEY CO. CONST. PCT. 2

Date: 03/01/2013

Submitted electronically to the



**Texas Commission on Law Enforcement
Officer Standards and Education**

Motion by Commissioner Thrash, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the donation to SPC for the 1st
Anniversary of the Mallet Event Center and Arena, as per Donation recorded below.

SOUTH PLAINS COLLEGE

ATHLETIC DEPARTMENT

1401 South College Ave
Levelland, Texas 79336
(806) 894-9611 Ext 2221

DATE: March 26, 2013
INVOICE # 1334
FOR:

TO:

Hockley County
Attn: Linda Barnette
1212 Houston Street
Levelland, Texas 79336

DESCRIPTION	AMOUNT
Performance Sponsor - Rink Bownds Memorial NIRA Rodeo	\$5,000.00
Please remit to: Joe Tubb South Plains College 1401 S College Ave Levelland, Texas 79336	
TOTAL	\$5,000.00

Motion by Commissioner Thrash, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Cooperation
Agreement concerning detention services between Hockley County and Lubbock, as per
Agreement recorded below.

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Hockley County, Texas (hereinafter "Contracting County") and Lubbock County, Texas (hereinafter "Lubbock County") on the date indicated below.

WHEREAS, Contracting County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Lubbock County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the Contracting County and Lubbock County desire to enter into an agreement pursuant to which Lubbock County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Contracting County's jail.

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

ARTICLE I DETENTION SERVICES

- 1.01 **HOUSING AND CARE OF INMATES:** Lubbock County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the Contracting County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Lubbock County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.
- 1.02 **Medical Services:** The per day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside Lubbock County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with hospitalization of an inmate. The Contracting County shall pay Lubbock County an amount equal to the amount Lubbock County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Lubbock County shall contact the Contracting County, through its Sheriff or designated representative, as soon as possible to

inform the Contracting County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Lubbock County will arrange for the hospital or health care provider to bill the Contracting County directly for the costs of hospitalization and/or medical care, rather than Lubbock County paying the costs directly. Hospital and/or medical providers shall be informed to mail medical claim forms to Hockley County IHC, 802 Houston, Ste. 109, Levelland, Tx 79336.

1.03 **MEDICAL INFORMATION:** The Contracting County shall provide Lubbock County with medical information for all inmates sought to be transferred to Lubbock County's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contracting County is solely responsible for the transportation of its inmates to and from Lubbock County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to the Contracting County by Lubbock County.

Lubbock County will provide stationary guard services (\$30.00 per hour per guard, with a minimum of two guards) as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. The Contracting County shall compensate Lubbock County for the actual cost of said guard services to Lubbock County, which shall be billed by Lubbock County along with regular monthly billing for detention services.

The Contracting County is responsible for the transport of its inmates from Lubbock County's facility to the Texas Department of Criminal Justice, Institutional Division.

1.05 **SPECIAL PROGRAMS:** The per day rate set out in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** Lubbock County shall provide the detention services described herein at the Lubbock County Detention Center in Lubbock, Texas, which is operated by the Lubbock County Sheriff.

ARTICLE II FINANCIAL PROVISIONS

2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is sixty-five dollars (\$65.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this Agreement, except that the Contracting County will not be billed

for two days when an inmate is admitted one evening and removed the following morning. In that situation, Lubbock County will bill for the day of arrival, but not for the day of departure.

- 2.02 **BILLING PROCEDURE:** Lubbock County shall submit an itemized invoice for the services provided each month to the Contracting County, in arrears, invoices will be submitted to the officer of the Contracting County designated to receive the same on behalf of the Contracting County. The Contracting County shall make payment to Lubbock County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Lubbock County and remitted to:

Lubbock County Detention Center
P.O. Box 10536
Lubbock, TX 79408

Amounts which are not paid timely in accordance with the above procedure shall bear an interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the Contracting County under this Agreement. Contracting County further agrees that Lubbock County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE III ACCEPTANCE OF INMATES

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution.
- 3.02 **RENEWALS:** This Agreement may be renewed annually by mutual agreement of the parties. Contracting County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 **TERMINATION:** This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the happening of an event that renders the performance hereunder by Lubbock County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the Contracting County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon Lubbock County to house the Contracting County's inmates where the housing of said inmates will, in the opinion of Lubbock County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Lubbock County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that Lubbock County's Sheriff determines that a condition exists at Lubbock County's facility necessitating the removal of the Contracting County's prisoners, or any specified number thereof, the Contracting County shall, upon notice by Lubbock County's Sheriff to the Sheriff of the Contracting County, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION:** The only inmates of the Contracting County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the Contracting County's jail and pursuant to the custody assessment system in place at Lubbock County's facility.

All inmates proposed by the Contracting County to be transferred to Lubbock County's facility under this Agreement must meet the eligibility requirements set forth above. Lubbock County reserves the right to review the inmates' classifications/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Lubbock County's facility, Lubbock County reserves the right to demand that the Contracting County remove that inmate and replace said inmate with a non-high risk inmate of the Contracting County.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Lubbock County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Lubbock County's facility, and the Contracting County shall cooperate with and provide information requested regarding any prisoner of the Contracting County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Lubbock County's Sheriff makes the inmate unacceptable for continued incarceration in Lubbock County's facility in the opinion of Lubbock County's Sheriff, the Contracting County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Lubbock County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCES:** Lubbock County shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the Contracting County. It shall be the responsibility of the Contracting County to notify Lubbock County of any discharge date for an inmate at least ten (10) days before such date. Lubbock County will release inmates of the Contracting County only when such release is specifically requested in writing by the Sheriff of the Contracting County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contracting County to pick up and return inmates to the Contracting County facility shortly before their discharge date, and for the Contracting County to discharge the inmate from its own facility. The Contracting County accepts all responsibility for the calculations and determinations set forth above and for giving Lubbock County notice of the same, and to the extent allowed by law, shall indemnify and hold Lubbock County harmless for all liability or expense of any kind arising therefrom. The Contracting County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Lubbock County: Lubbock County Detention Center
 Attn: Chief Deputy - Detention
 PO Box 10536
 Lubbock, TX 79408

To Contracting County: Hockley County Auditor's Office
 802 Houston St. #103
 Levelland, Texas 79336

5.03 **AMENDMENTS:** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.

- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 **CHOICE OF LAW AND VENUE:** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Lubbock, Lubbock County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Lubbock County, Texas.
- 5.06 **APPROVALS:** This Agreement must be approved by the Commissioners' Court of the Contracting County and the Commissioners' Court of Lubbock County in accordance with the Interlocal Agreement Act.
- 5.07 **FUNDING SOURCE:** The Contracting County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Contracting County's Treasurer below certifies that there are sufficient funds from current revenues available to the Contracting County to meet its obligations under this Agreement.

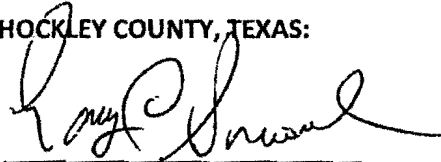
LUBBOCK COUNTY, TEXAS:



Thomas V. Head
Lubbock County Judge

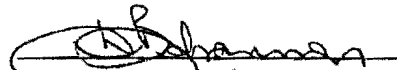
Date Approved by Lubbock County
Commissioners Court 4-22-13

HOCKLEY COUNTY, TEXAS:



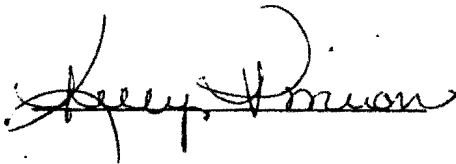
Larry Sprowls
Hockley County Judge

Date Approved by Hockley County
Commissioners Court 4/1/13



Denise Bohannon
Hockley County Treasurer

ATTEST:

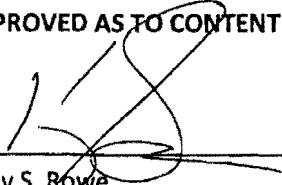



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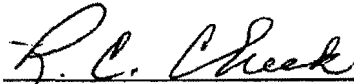
Kelly Pinion
Lubbock County Clerk

Irene Gumula
Hockley County Clerk

APPROVED AS TO CONTENT:

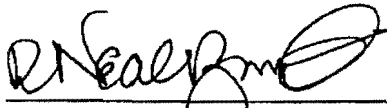


Kelly S. Rowe
Lubbock County Sheriff



R. C. Cheek
Hockley County Sheriff

REVIEWED AS TO FORM:



Neal Burt, Civil Division Chief
Criminal District Attorney's Office

Motion by Commissioner Clevenger, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the ESPY Services concerning the
Windstream Contract, as per Contract recorded below.



Service Schedule: Internet

Company Name: Hockley County of
 Contact Number: (806) 894-6070

Contract No.: 201212235211
 Date: 12/10/2012

Term: 36

* Note: Broadband service and/or tiers not available in all areas.

Description of Service(s)	Quantity	Monthly Service Charge/Unit	Total Monthly Service Charges	Total Non-Recurring Charges	Total Charge
Business HSI 3M/768K - 2YR	1	39.99	39.99		
Total			\$39.99	\$0.00	\$0.00

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) . For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

Availability and speeds are not guaranteed and are affected by wireless signal strength. Maximum bandwidth for backup is 2 Mb regardless of the amount of bandwidth a customer has. Customer may not remove the wireless card from the service address. Service can be used as a backup for Windstream MPLS, but real time quality of service is not available. Service is for backup purposes only.

Date: 4/11/13

Customer Initials



Service Schedule: Long Distance

Company Name: Hockley County of
 Contact Number: (806) 894-6070

Contract No.: 201212235211
 Date: 12/10/2012

BTN: (806) 894-6070

Term: 36

1. Long Distance Services

<u>Type of Service</u>	<u>Intrastate</u>	<u>Rate/Minute</u>	<u>Interstate</u>
2000 min at \$64.00			

Circuit Charges: Rate/Min Circuit Type:

Description of Dedicated-Access Equipment	Quantity	Monthly Service Charge/Unit	Total Monthly Service Charges	Total Non-Recurring Charges	Total Charges

2. Calling Cards

	<u>Quantity</u>	<u>Rate/Min</u>	<u>Surcharge/Call</u>

4. Report Packages (Monthly Charges per account, CAMS-billed customers only)

5. Account Codes (Monthly Charges per account, CAMS-billed customers only)

6. Conferencing

	<u>Rate/Minute</u>

For Cellware-billed customers:

Customer Type:
 Group Account Number:
 CGSA:

If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) . For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

Date: 4/11/13 PRD
 Customer Initials _____



Customer Name: Hockley County of
Address for service: 1310 Ave H, Levelland, TX 79336
Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

CUSTOMER SERVICE AGREEMENT #201212235211

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Hockley County of ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

- Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.
- Charges for Services; Billing and Payment; Credits.** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.** For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.
- Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.
- Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- Credit and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.
- Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's

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Handwritten initials

address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

7. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.
8. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.
9. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
10. **Google.** IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
11. **American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/necpt/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer

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to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

14. Effect of Termination.

a. Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. Post-Installation- CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal *does not* include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

15. **Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION, UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.**

16. **Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.**

17. **Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY.** Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because TIs and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

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18. **Confidentiality.** Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.
19. **Telephone Numbers.** In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.
20. **Miscellaneous.** (a) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES; (b) **Applicable Law:** This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) **Waiver of Jury Trial,** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. (d) **Assignment:** Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent. Any attempted assignment in violation of this provision is void; (e) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (f) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) **Survival:** Sections 14 through 20 survive after this Agreement ends; (i) **Handwritten Changes:** Handwritten changes are not binding on either party; (j) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) **Representation on Authority of Parties/Signatories:** Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SERVICE SPECIFIC PROVISIONS:

For Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.



For Private IP VPN Services only:

Encryption. For the IPsec Private IP-VPN Managed solution, Company shall provision and maintain the IPsec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY

By:

Name:

Title:

[Handwritten Signature]
HARRY SPROWLS
County Judge

CUSTOMER

By:

Name: Pat Yeskie

Title: Agent

Tax ID Number: 75-6001001

Customer Initials *[Handwritten Initials]*



Espy Services

Finding 3 -Hockley County

Windstream is billing Hockley County for Local Service and DSL on multiple accounts. None of these accounts have agreements. The County would benefit by going on a 36 month agreement with Windstream. This will not change the service, only give a price reduction.

Current Charges

<u>Account</u>	<u>Service</u>	<u>Quantity</u>	<u>Rate</u>		<u>Total Cost</u>
125156792	ISDN PRI	1	\$	675.99	\$675.99
125156792	Business Lines	15	\$	18.33	\$274.98
125832388	Business Lines	1	\$	29.35	\$29.35
126309941	Business line and DSL	1	\$	80.44	\$80.44
125156792	DID Trunks	2	\$	58.25	\$116.50
Total					\$1,177.26

New Charges

<u>Account</u>	<u>Service</u>	<u>Quantity</u>	<u>Rate</u>		<u>Total Cost</u>
125156792	ISDN PRI	1	\$	565.00	\$565.00
125156792	Business Lines	15	\$	18.33	\$274.98
125832388	Business Lines	1	\$	18.33	\$18.33
126309941	Business line and DSL	1	\$	74.00	\$74.00
125156792	DID Trunks	2	\$	78.25	\$156.50
Total					\$1,088.81

Monthly Savings \$88.45

Annual Savings \$1,061.40

Auditor: PY 12-11-12

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the proposal from GKS Commercial, Inc. for roofing county buildings, as per Proposal recorded below.

GKS COMMERCIAL

Proposal For:

From:

County Buildings Complete Total
Randy Ferguson

GKS Commercial, Inc
14402 CR 1800
Lubbock, TX 79424
Phone: 1-866-794-5600
Fax: 806-783-8701

Levelland, TX 79336
FAX: 894-6917 893-1980 cell
Email: rferguson@hockleycounty.org

Prefabricated Durolast Roof System

ENGINEERING SPECIALTY DESIGN SPECIFICATIONS

- o Roof Design to meet I - 90 Design specifications
 - Fasteners 12" OC in field, 6" OC around perimeter, Double wind tabs at 31" & 59" from perimeter
- o Metal Edge Detail Engineered for ES-1 classification
- o CLASS - A Fire Rating
 - A -1/2 inch Dens Deck gives Class - A Rating for noncombustible
- o 15 yr Maintenance Plan with no additional costs to County for 15 Years

<u>Building</u>	<u>Total</u>	<u>Notes</u>
<input type="checkbox"/> Hospital	\$450,000	Tearoff/Tapered/60mil/Extra Walkpads Metal Roofing/Gutters/Fascia
<input type="checkbox"/> Jail	\$200,000	Tearoff/Tapered/60mil/Walkpads/Gutters
<input type="checkbox"/> Department of Human Services	\$ 75,000	Tearoff/Tapered/60mil/Walkpads/Gutters
<input type="checkbox"/> Annex Building	\$ 45,000	Tearoff/Tapered/60mil/Walkpads/Gutters
<input type="checkbox"/> Courthouse	\$ 60,000	Tearoff/Tapered/60mil/Walkpads/Gutters
<input type="checkbox"/> Old Jail	\$ 25,000	Tearoff/Tapered/60mil/Walkpads/Gutters
<input type="checkbox"/> Senior Citizens	\$130,000	Tearoff/Tapered/60mil/Walkpads/Gutters
<input type="checkbox"/> Probation Office	\$ 90,000	Tearoff/Tapered/60mil/Walkpads/Gutters
<input type="checkbox"/> Women's Building	\$145,000	Tearoff/Tapered/60mil/Decking/Fascia
<input type="checkbox"/> Family Medicine	\$100,000	3inch ISO/60mil/Walkpads/Gutters
<input type="checkbox"/> Prepayment Discount for materials	<u>\$ -23,500</u>	

ROOF SUBTOTAL	\$1,296,550	
GSA Purchasing Program with Bonds	<u>\$ 87,580</u>	
ROOF TOTAL	\$1,384,130	
A/C, Mechanical Upgrades	\$	change order at later date
Old Stock Show Barn	\$	change order at later date

TOTAL : \$ _____ (Sales Tax Exempt)

Hockley County Commissioner
By: 

GKS Commercial, Inc.
By: _____

Date: 7 / 1 / 2013

Date: ____ / ____ / 2013

Motion by Commissioner Barnett, seconded by Commissioner Thrash
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Resolution for updates of the
Levelland Joint Airport Zoning Board, as per Resolution recorded below.

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF HOCKLEY COUNTY, TEXAS APPOINTING MEMBERS TO THE LEVELLAND JOINT AIRPORT ZONING BOARD FOR THE LEVELLAND MUNICIPAL AIRPORT.

Whereas, on September 9, 1968 the Hockley County Commissioners by Order established the Levelland Joint Airport Zoning Board to implement federal and state requirements related to Zoning regulations for Levelland Municipal Airport; and,

Whereas, a number of significant changes have occurred at the Levelland Municipal Airport in the forty-five years since the initial airport zoning regulations were implemented; and,

Whereas, these changes have caused the Texas Department of Transportation Aviation Division to require the Levelland Joint Airport Zoning Board to update the zoning for the Levelland Municipal Airport; and,

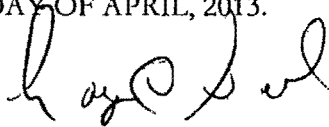
Whereas, new members are needed on the Levelland Joint Airport Zoning Board to fulfill the duties required to update these zoning regulations; AND,

Whereas, the Commissioners Court of Hockley County must appoint two members to the Levelland Joint Airport Zoning Board;

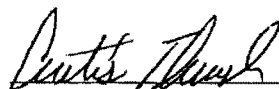
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS, THAT:

Curtis Thrash and Raymon Jackson are hereby appointed as the Hockley County members of the Levelland Joint Airport Zoning Board.

PASSED, APPROVED, AND ADOPTED BY THE COMMISSIONER'S COURT OF HOCKLEY COUNTY, TEXAS, THIS 1ST DAY OF APRIL, 2013.



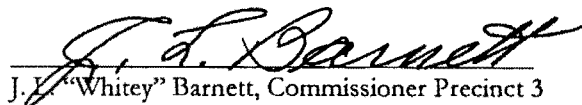
Larry D. Sprowls, County Judge



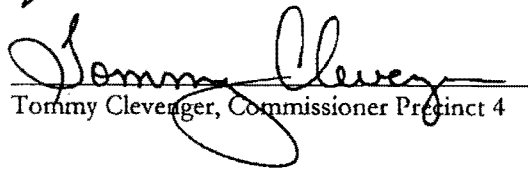
Curtis Thrash, Commissioner Precinct 1



Larry Carter, Commissioner Precinct 2

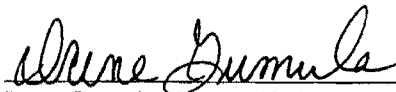


J. F. "Whitey" Barnett, Commissioner Precinct 3



Tommy Cleverger, Commissioner Precinct 4

ATTEST:



Irene Gumula, County Clerk

TO: Honorable Mayor and City Council
Honorable County Judge and County Commissioners

FROM: Rick Osburn, City Manager
Airport Advisory Board

DATE: March 26, 2013

SUBJECT: Update of Airport Zoning

The Texas Department of Transportation has advised us that our 45 year old airport zoning height hazard zoning is in need of updating (See Attachment A). Since we adopted our current airport zoning in 1968 our runway has almost doubled in length and has been shifted to the south about 1,000 feet. Attachment B shows the new zoning proposed by TxDOT. In order to continue to receive state and federal funds to improve our airport we will need to update our airport zoning to this standard.

Attachment C shows the procedures we must follow to update our airport zoning. Since the City and County established a Joint Airport Zoning Board (JAZB) in 1968 when the original zoning was put in place, the first step will be to appoint new members to the JAZB. The City and County each appoint two members and those four then select a fifth member to serve as chairman. The five members then hold a public hearing and adopt the new regulations if deemed appropriate. Since the City has zoning enforcement authority, the City will also adopt the regulations through an ordinance to allow for enforcement of the regulations.

On March 25th the Airport Advisory Board reviewed and discussed the zoning and recommends that the County and City appoint them to serve as the JAZB. The current members of the Airport Advisory Board are: Curtis Thresh (County Representative), Larry Davidson (City Representative), Dave Graf, Raymon Jackson, and David Barnes. The board recommends the following:

County appoints Curtis Thresh and Raymon Jackson to the JAZB
City appoints Larry Davidson and Dave Graf to the JAZB

David Barnes is then selected as the fifth member and board chairman

I will be glad to answer any questions you may have.



Texas Department of Transportation

AVIATION DIVISION
2000 WEST STREET SUITE 1000 DENVER, COLORADO 80202-1500 PHONE 303.761.4000 FAX 303.761.4001

November 9, 2011

Rick Osburn
City Manager
PO BOX 1010
Levelland, TX 79336

Dear Mr. Osburn,

Levelland Municipal airport's Height Hazard Zoning (HHZ) is out of date and will need to be updated to reflect current and future airport dimensions.

The existing zoning for the airport was established in 1968 according to a copy of the ordinance that TxDOT Aviation has on file. The type of zoning was a circle zoning and was for a runway 3,400 feet in length. The primary runway has been extended to a total length of 6,100 feet. Additionally, current zoning areas around airports are no longer a circle type.

Enclosed with this letter are document templates to assist the City and County of Lampasas with amending or establishing new Height Hazard Zoning for Levelland Municipal Airport. The set includes a checklist of procedural actions to adopt a zoning ordinance, forms for establishing members and posting meetings, and a draft zoning ordinance. I've also enclosed a draft Height Hazard Zoning map for the airport as well as a copy of Local Government Code chapter 241 for municipal and county zoning authority around airports.

I was unable to determine from our records if a city-county joint airport zoning board (JAZB) was established to enact the zoning back in 1968. If you are able to find records that a board was established, the process may be simplified by appointing new members to the board and have the board review and accept the new zoning ordinance around the airport. If there was not a JAZB established, the enclosed documents should assist in the creation of one.

As the city and county make progress with establishment or amendment of the airport HHZ, please keep me or TxDOT Aviation informed of the progress and send in copies of the completed tasks.

If you have questions or if TxDOT Aviation may be of further assistance feel free to contact me.

Sincerely,

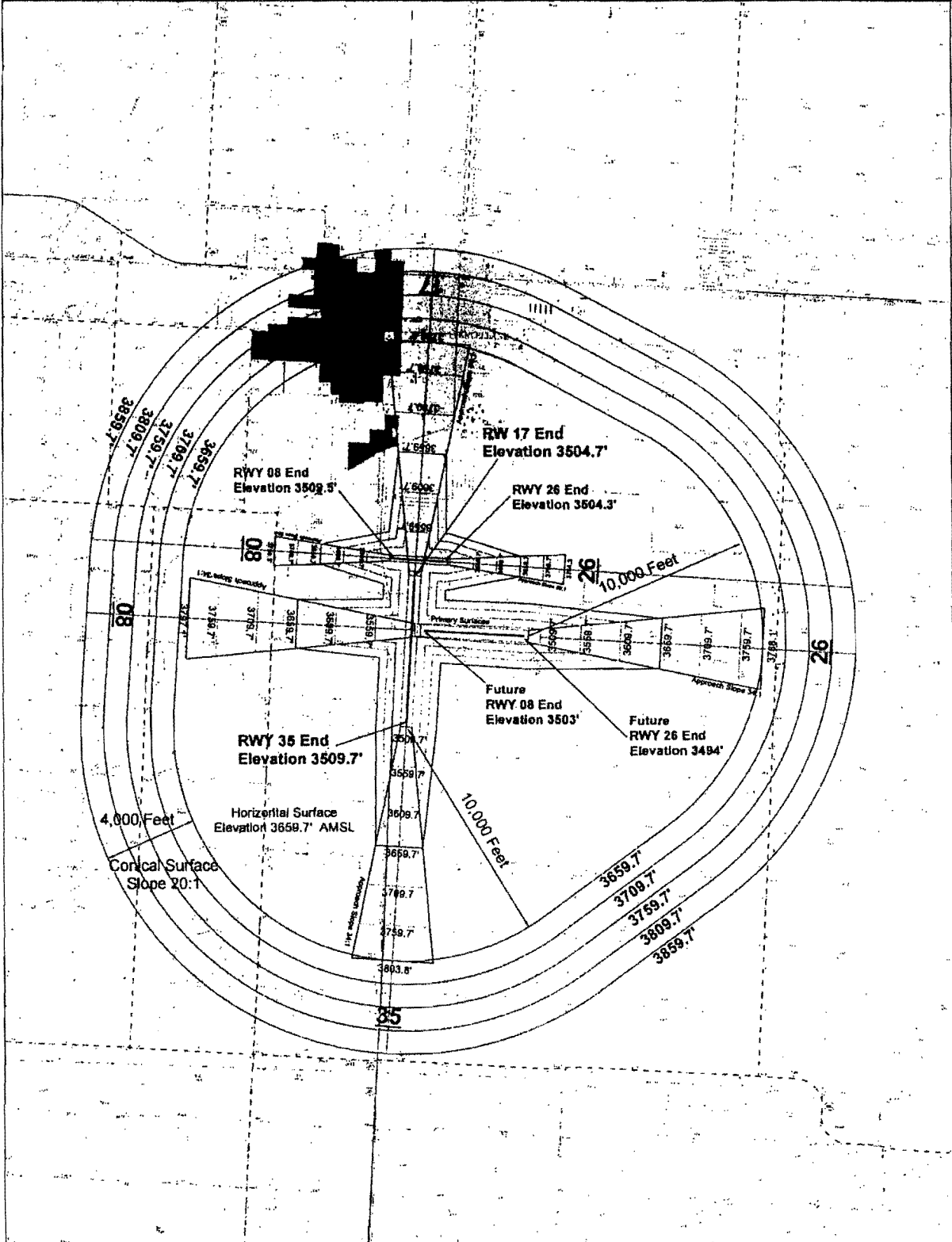
Bill Macke
TxDOT Aviation
512-416-4558
bill.macke@txdot.gov

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

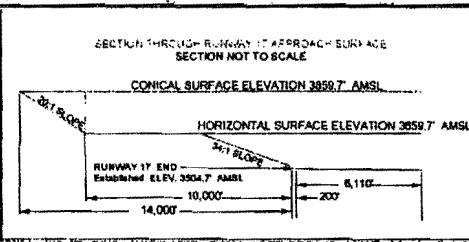
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A



APPROVED, CHAIRMAN JOINT AIRPORT ZONING BOARD
B. Macks, TxDOT Aviation Division
 DRAWN BY
8 November 2011
 DATE

LEVELLAND MUNICIPAL AIRPORT
 LEVELLAND, HOCKLEY COUNTY, TEXAS
 AIRPORT HAZARD ZONING MAP
 TEXAS DEPARTMENT OF TRANSPORTATION
 AVIATION DIVISION
 PLANNING AND PROGRAMMING SECTION



B

**Checklist of Procedural and Legal Actions required for
Adoption of an Airport Zoning Ordinance**

***IMPORTANT!!! Do not deviate from the numerical order of procedural steps. Be sure to complete
each step before moving to the next step***

1. City Ordinance creating a JAZB and appointing city's representatives to that board.
Date passed: _____ **September 5, 1968 - Ordinance 431**
2. County Order creating a JAZB and appointing county's representative to that board.
Date passed: _____ **September 9, 1968 - Court Order**
3. Oaths of office administered to members of the JAZB.
Date administered: _____
4. Election of 5th member of the JAZB who shall serve as chairperson of that board.
Date elected: _____
5. Oath of office administered to chairperson of the JAZB
Date administered: _____
6. JAZB sets date of public hearing.
Date procedural form is signed: _____
7. Notice of public hearing published in local newspaper(s).
Date published: _____
8. Proof of publication collected for each newspaper.
Date notarized: _____
9. Notice of public hearing posted in city hall.
Date posted: _____
10. Notice of public hearing posted in county courthouse.
Date posted: _____
11. Conduct public hearing.
Date of public hearing: _____
12. Adopt zoning ordinance.
Date adopted: _____
13. Attorney's certification.
Date certified: _____
14. Adopted ordinance filed with County Clerk.
Date filed: _____
15. Copy of procedural forms and adopted ordinance provided to each political subdivision participating
in the zoning process.
Date copies provided: _____

Advise TxDOT Aviation on progress and when checklist is complete, provide copies of each supporting document.

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C

The following numbered paragraphs correspond to the procedural steps described above and include a brief explanation:

1-2. Each political subdivision underlying the various areas to be zoned will appoint 2 members to a JAZB. These members should be carefully considered before appointment because they will be given the authority to represent their appointing authority in all matters having to do with the zoning and will comprise the board that will actually adopt the zoning regulations. The members may be any persons whosoever; however, it is recommended that they not be members of the agencies that appointed the JAZB and they cannot be a member of the board of adjustment for airport zoning.

3. The appointed JAZB members will be issued an oath of office. The wording of the oath is prescribed by State law and should be repeated verbatim.

4. The JAZB will meet and elect an additional member who will act as the chairperson of the JAZB. Like the appointed members of the JAZB, the chairperson may be any person whosoever with the above noted exceptions.

5. The elected chairperson will be issued an oath of office. Again, the oath is prescribed by State law and should be repeated verbatim. The chairperson's oath is slightly different from the members because one oath is prescribed for appointed positions (members) and a different one for elected positions (chairperson).

6. The JAZB will set a date for a public hearing. The public hearing should be at a place and time normally accessible by members of the general public.

7. Notices of the public hearing will be published in the newspapers where the affected cities and counties normally publish public notices. The publications must be at least 15 days before the public hearing. The first day is considered to be the day after the papers are published and circulated. It is not necessary to include the notice in every edition of the papers for 15 days, only one time more than 15 days before the public hearing.

8. A proof of publication form for each newspaper publication is collected. These should be signed by an authority of the newspaper and notarized. An actual clipping of the published notice from each paper should be attached to each proof of publication.

9-10. Notices of the public hearing will be posted in the city halls and county courthouses of the affected cities and counties at least 3 days before the public hearing. Posting of notices is not actually listed in the AZA but conforms to municipal law that requires 3-day public notice any time that a public body meets.

11. The public hearing will be conducted by the JAZB. Any members of the public wishing to speak should be allowed to speak and may make pertinent statements either for or against the proposed zoning.

12. After the public hearing, the JAZB considers the statements made at the public hearing plus any other requirements to adopt the zoning such as the terms and conditions of various airport improvement grant contracts. It then decides whether to adopt or not adopt the regulations. If not adopted, the procedures end. If adopted, the JAZB will proceed to step number 13.

13. A copy of each procedural form and the adopted zoning regulations are provided to an attorney for review. This is normally the city or county attorney. The attorney reviews the actions taken up to this point and, if deemed to have been done correctly, signs a form certifying that each procedural step was accomplished in accordance with applicable laws, ordinances, rules, and/or regulations and the adopted zoning regulations are binding and enforceable. If the zoning is associated with the requirements of an airport improvement grant contract from the State, the attorney also certifies the zoning regulations fulfill the requirements of the appropriate sections of the Texas Administrative Code.

14. Copies of the adopted regulations are provided to the county clerks of each affected county in order that the zoning regulations may be entered into the county records. This is done so various properties underlying the zoned areas will be properly "flagged" as being under a zoning regulation when a deed search is done.

15. Copies of each procedural form and the adopted zoning regulations are provided to each political subdivision that participated in the zoning for their records. It is not necessary for each individual political subdivision that participated in the appointment of the JAZB to adopt or confirm the adopted zoning regulations, but if they desire to do so, it will not have any adverse effects on the zoning. The zoning regulations should carry the same legal weight whether adopted or confirmed by each individual political subdivision or not.



Motion by Commissioner Barnett, seconded by Commissioner Clevenger
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the TIF #1 expansion, as per
Memorandum recorded below.



MEMORANDUM

TO: The Honorable Judge and County Commissioners

FROM: Erik Rejino
Shawn Kirkpatrick

DATE: March 25, 2013

SUBJECT: TIF #1 and TIF #2 Expansions

TIF #1:

In recent months we have been approached by a couple of developers interested in developing housing lots. The first developer is interested in developing approximately 35 to 40 residential lots with single family housing units which is estimated to create \$10 million in capital investment. These homes are expected to be in the \$250,000 to \$500,000 range. While a portion of the project location is in TIF #1, not all of it is in the existing TIF (see Exhibit B Area 2 in Project Plan). In order for the TIF to contribute towards the project and collect all of the increment tax value TIF #1 will need to be expanded. The second developer is interested in developing approximately 80 lots which will accommodate housing needs for moderate and lower income families (see Exhibit B Area 9 in Project Plan). The project area is currently not in the TIF. The TIF #1 Board has considered these expansions and is recommending approval. Also, each developer has agreed to pay their share of the TIF expansion costs. Attached you will find a copy of the Project Plan, Finance Plan, and Feasibility Study for TIF #1 for your review and consideration.

TIF #2:

The Levelland Economic Development Corporation has engaged Schrader and Cline, LLC to revise the TIF #2 documents. It includes expansion to the east of the Rail Park to Hulen Moreland Road and the closed landfill/transfer station site (see Exhibit II in Project Plan). The TIF #2 Board has considered this expansion and is recommending approval. Attached you will find a copy of the revised Project Plan, Finance Plan, and Feasibility Analysis for your review and consideration.

Should all of the involved taxing entities approve the expansions, a revised interlocal agreement for each TIF will be brought back to each taxing entity for consideration. We will be at the meeting to discuss this further and address any questions you may have.



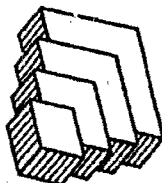
REVISED

PROJECT PLAN

March 2013

Tax Increment Reinvestment Zone No. 1

City of Levelland, Texas



SCHRADER & CLINE, LLC

Larry D. Cline
4800 Broadway, Suite A
Addison, TX 75001
PH: (972) 661-1973
Email: schcli@swbell.net

PROJECT PLAN—LEVELLAND TIF NO. 1

March 2013

Based on changing conditions, revisions to the TIF boundary and proposed public infrastructure projects are required.

TIF BOUNDARY

The boundary is being revised to include a 23.9 acre tract adjacent to the original Tract 2 and a new 21.0 acre Tract south of the existing Tract 6 [See *Boundary Description, Exhibit A (Revised)* and *Property Boundary Map, Exhibit B (Revised)*]. These revisions are required in order to include all of a proposed single-family development which now will be partially in the original Tract 2 and partially in the area added to Tract 2 and a new affordable housing subdivision in Tract 9. As a result of these boundary changes, the TIF size has been increased from approximately 406 acres to approximately 452 acres.

PUBLIC INFRASTRUCTURE PROJECTS

The revised public infrastructure projects shown in *Exhibit E (Revised)* have been changed as follows:

- Tract 2 costs have been increased by \$750K to accommodate the added area and single-family development project
- Tract 6 costs have been increased by \$25K to provide for any development that may occur
- Tract 9 costs have been added to provide for development of a new affordable housing subdivision
- Costs have been reduced in Tracts 4, 5, and 8 to correspond to an anticipated lower level of development
- Miscellaneous and Other Costs have been deleted in an effort to reduce total public infrastructure costs to correspond to lower expected private development values resulting in a lower TIF Fund value

Exhibits C (Revised), D (Revised), and F (Revised) have been changed to reflect the added area within the Boundary.



Boundary Description

Description of the City of Levelland Tax Increment Financing Reinvestment Zone No. 1 consisting of eight Subareas and connecting street rights of way.

Beginning on the west right of way line of South College Avenue where the extension of the south right of way line of Brookhollow Street would intersect said west right of way line of College Avenue, then East along the south right of way line of Brookhollow Street to the intersection with the east right of way line of the alley east of Yale Drive, then North along said east right of way line extending to a point 150 feet north of Cougar Lane, then West to the west right of way line of the extension of Harvard Street, then South along said west right of way line to the north right of way line of Baylor Lane, then West along said north right of way line to the west right of way line of Mustang Drive, then South along said west right of way line to the north right of way line of Brookhollow Street, then West along said north right of way line to the east right of way line of College Avenue, then North along said east right of way line to the south property line of Lot 7, Green Addition to the City of Levelland, then East along said south property line to the east right of way line of the alley behind said Lot 7, then North along said east right of way line to the north right of way line of Baylor Lane, then West along said north right of way line to the east right of way line of College Avenue,

then North along said east right of way line to the south right of way line of Magnolia Street, then East along said south right of way line to a point 40 foot west of the east line of Labor 18, League 28, Hood County School Land, then South parallel to said labor line to the south labor line of said Labor 28, then east 80 feet, then North parallel to the east labor line of said Labor 18 to the south right of way line of Magnolia Street, then East along the south right of way line of said Magnolia Street to the west right of way line of Alamo Road, then South along said west right of way line to the south right of way line of A&M Lane, then East along the extension of said south right of way line to the Levelland City Limits, then North along said City Limits to the north right of way line of Hickory Street, then West along said north right of way line to the east right of way line of Alamo Road, then North along said east right of way line to the south right of way line of Ellis Street, then East along said south right of way line a distance of 2,900 feet, then North to a point 660 feet north of the north right of way line of Ellis Street, then West parallel with Ellis Street a distance of 3,620 feet, then South approximately 660 feet to the north right of way line of Ellis Street,

then West along said north right of way line to a point 30 feet west of the west line of Labor 1, League 28, Hood County School Land, then South parallel to said west Labor line to a point 209 feet south of the south right of way line of Ellis Street, then West parallel with Ellis Street to the west right of way line of Sherman Street, then South along said west right of way line to the north right of way line of Adams Street, then West to the west right of way line of Denver Avenue, then South along said west right of way line to the south right of way line of Monroe Street, then East to the east right of way line of Sherman Avenue, then North along said east right of way line to the south right of way line of the alley just north of Jackson Street, then East along said south right of way line to the west right of way line of Cedar Street, then South along said west right of way line and continuing South to the north right of way line of Maple Street, then west along the north right of way line of Maple Street to the east right of way line of

3

PROJECT PLAN—LEVELLAND TIF NO. 1

Sherman Street, then south along the east right of way line of Sherman Street to the north right of way line of the alley north of Walnut Street, then east along the north right of way line of the alley to the east right of way line of Cedar Street, then north along the east right of way line of Cedar Street to the north right of way line of Highway 114, then East along said north right of way line a distance of 1,140 feet, then North a distance of 555 feet, then West to a point 30 feet east of the west line of Labor 1, League 28, Hood County School Land, then North parallel with said labor line to the south right of way line of Ellis Street, then East along said south right of way line to a point 660 feet west of the west right of way line of Alamo Road, then South parallel with Alamo Road to a point 1,210 feet north of the north right of way line of Highway 114, then East parallel with said north right of way line to the west right of way line of Alamo Road, then South along the west right of way line of Alamo Road to the north right of way line of Hickory Street, then West along said right of way line to the west right of way line of Flint Avenue, then South along said right of way line to the north right of way line of Holly Street, then West along said north right of way line to the east property line of City owned property known as Breasher Lake Park, then South along said property line to the eastward extension of the north right of way line of Magnolia Street, then West along said north right of way line to the east right of way line of College Avenue,

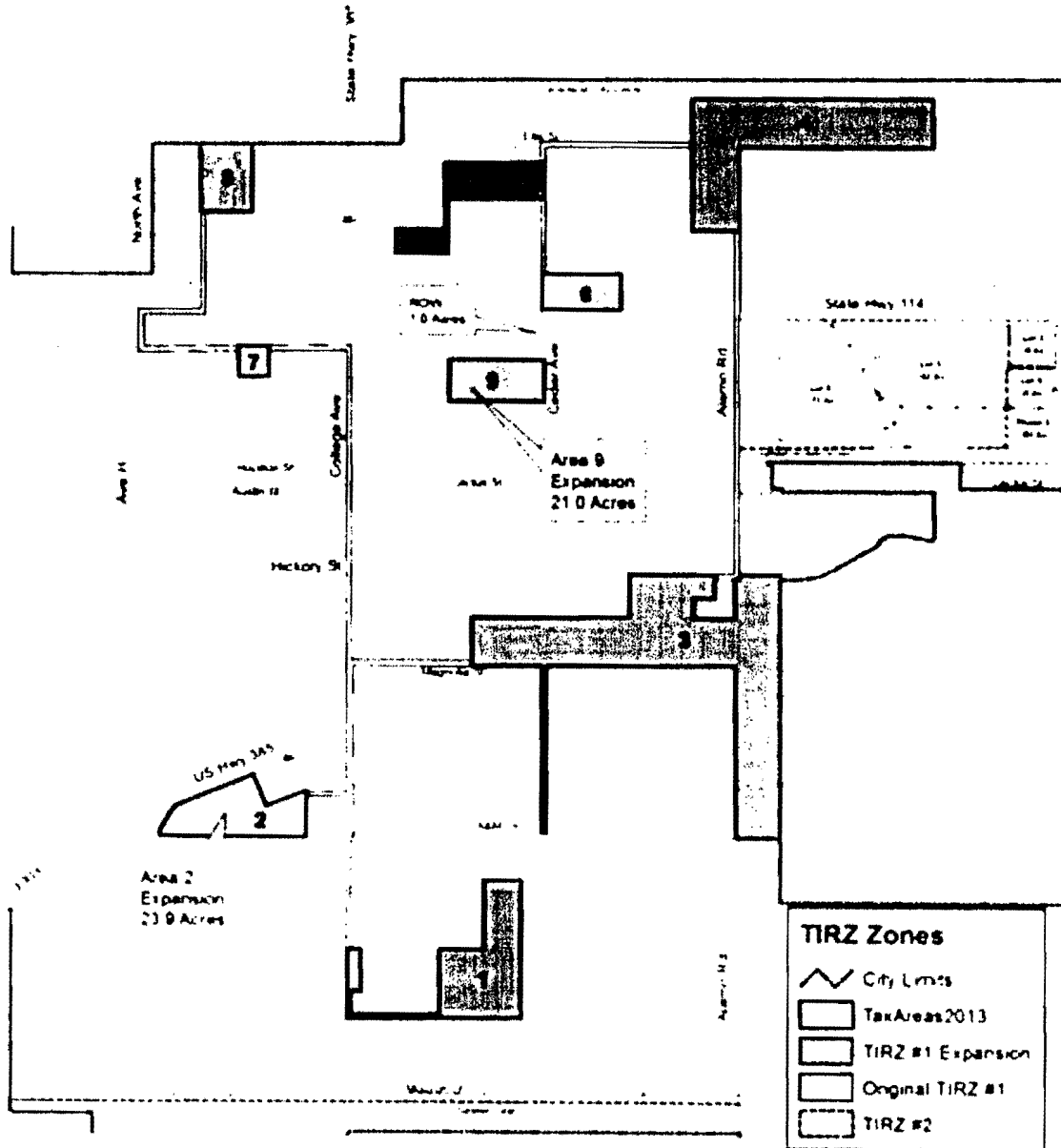
then North along said east right of way line to the north right of way line of First Street, then West along said north right of way line to the east right of way line of Avenue H, then North along said east right of way line to the south right of way line of Highway 114, then East along said south right of way line to the east right of way line of Martin Luther King Jr. Street, then North along said east right of way line to the south right of way line of Jackson Street, then East along said south right of way line to the east right of way line of Rose Avenue, then North along said east right of way line continuing north to the north right of way line of Ellis Street, then West along said right of way line to the west right of way line of Martin Luther King Jr. Street, then South along said west right of way line to the north right of way line of Highway 114, then West along said north right of way line to the west right of way line of Avenue H, then South along said west right of way line to the south right of way line of First Street, then East along said right of way line to the west right of way line of Avenue D, then South along said west right of way line to the south right of way line of Second Street, then East along said south right of way line to the east right of way line of Avenue C, then North along said east right of way line to the south right of way line of First Street, then East along said south right of way to the west right of way of College Avenue, then South along said west right of way to the north right of way of John Dupree Drive, then West along said north right of way to the northeast corner of A&M Addition to the City of Levelland, then southwest along the north line of said A&M Addition to the southwest corner of Gentry Square Addition, then northwesterly along the west boundary line of said Gentry Square Addition to the south right of way line of Highway 385, then southwestly along said south right of way line of Highway 385 to Avenue H where Highway 385 turns south, and continuing south along the east right of way line of Highway 395 to the north property line of the Levelland Country Club, then east along the north boundary line of the Levelland Country Club to the southeast corner of said A&M Addition, then North along the east line of said A&M Addition to the south right of way line of John Dupree Drive, then East along said south right of way line to the west right of way line of College Avenue, then South along said west right of way line to the point of beginning that being the south right of way line of Brookhollow Street,

PROJECT PLAN—LEVELLAND TIF NO. 1

Save and except Lots 89 through 92, 100 through 104, and 129 through 144, Holly Heights Addition to the City of Levelland, said lots containing 4.87 acres more or less,

Containing 452 acres more or less.

Property Boundary Map

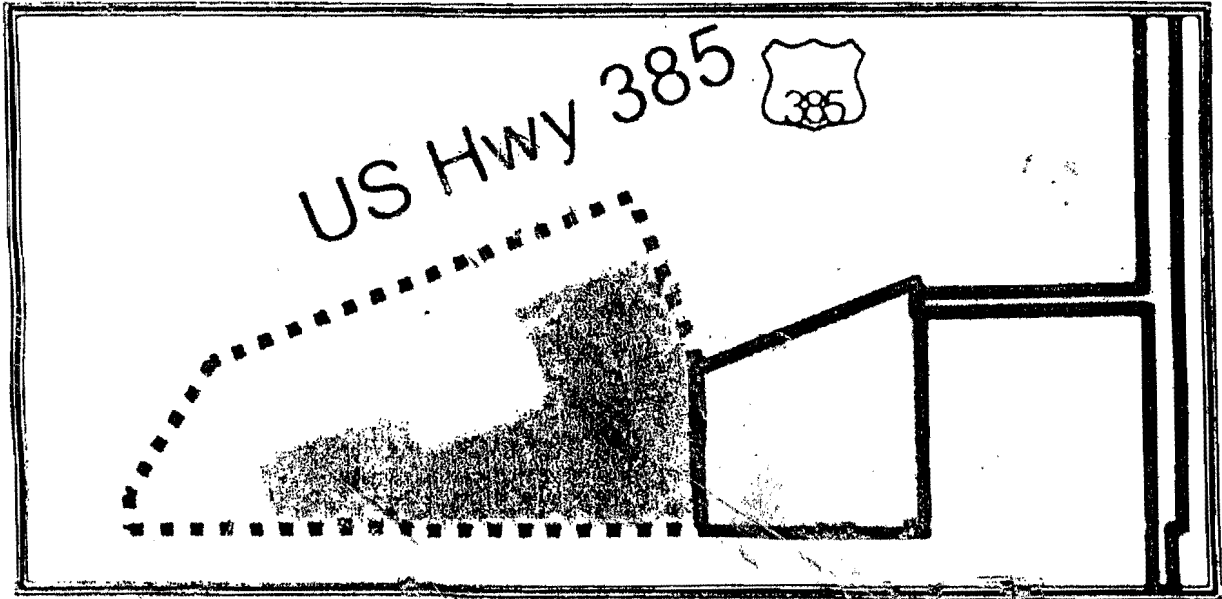


**City of Levelland, Texas
Tax Increment Reinvestment Zone # 1
Expansion**



Existing Land Use Map

TRACT 2

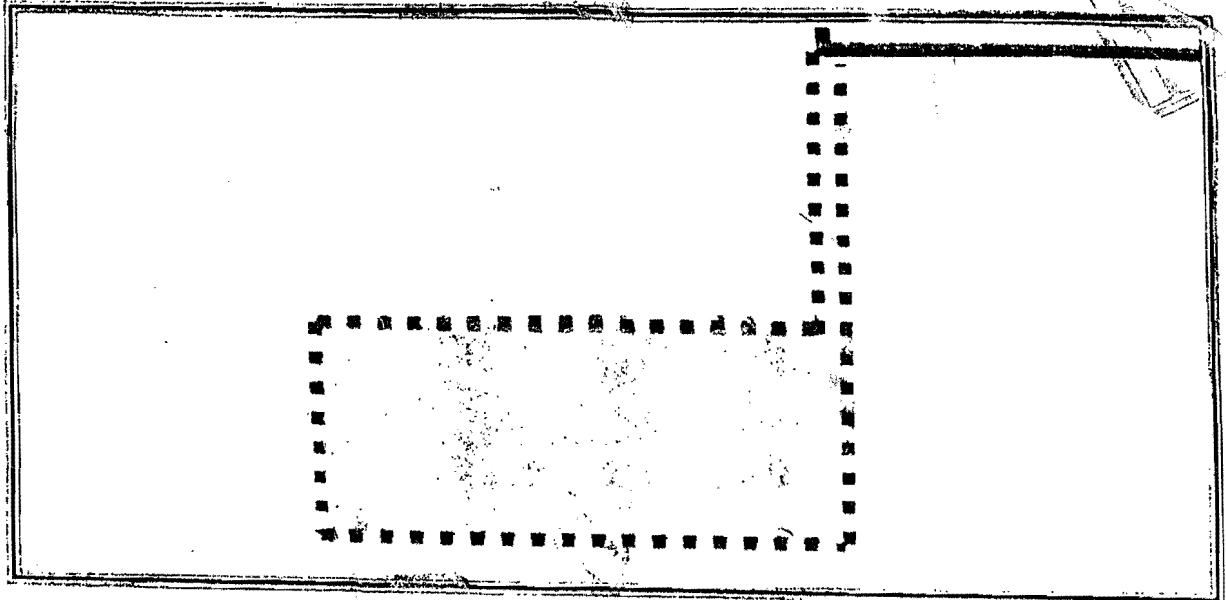


Vacant

Commercial

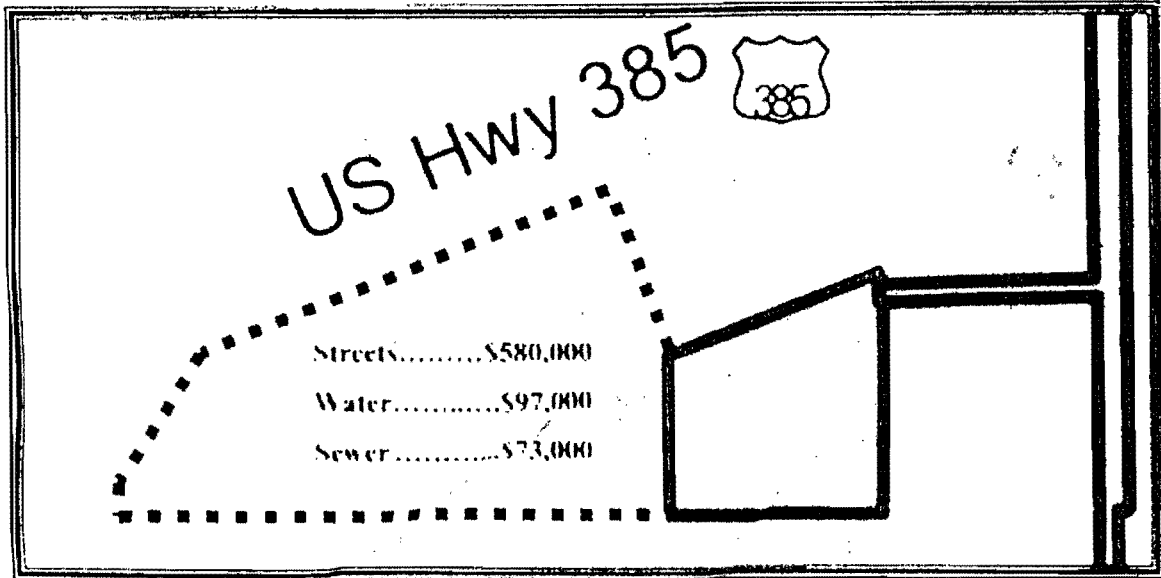
Road Right of Way

TRACT 9

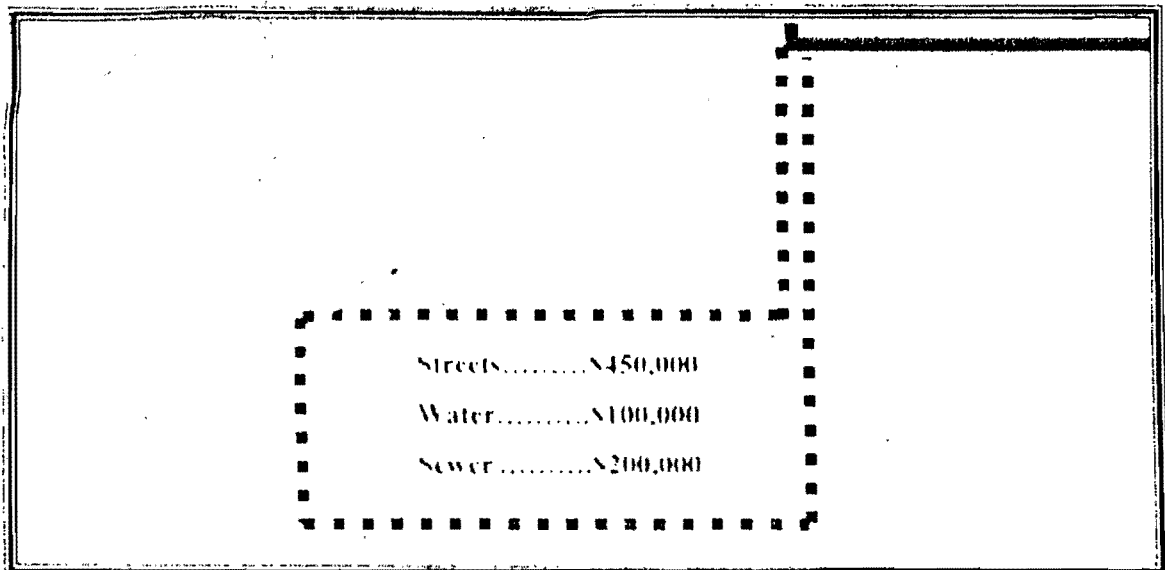


Public Improvement Map

TRACT 2



TRACT 9





Project Plan

PUBLIC INFRASTRUCTURE PROJECTS (DETAIL)

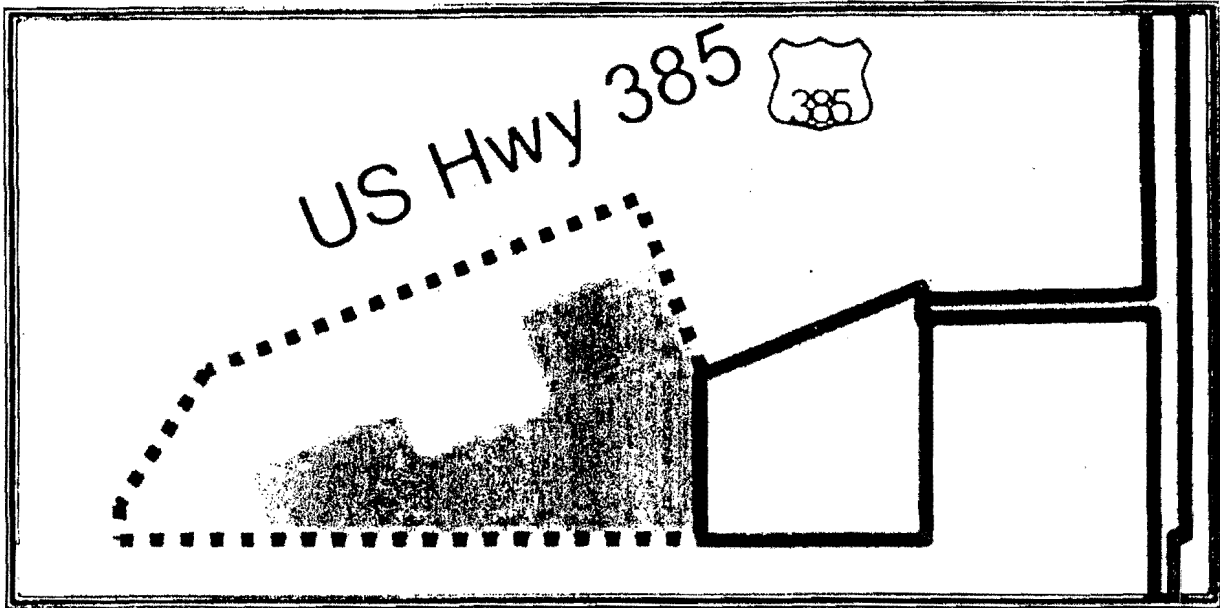
TRACT	STREETS		WATER		WASTEWATER		TOTAL
	LIN FT	COST, \$K	LIN FT	COST, \$K	LIN FT	COST, \$K	COST, \$K
1	1,500	285.0	7,200	162.0	1,500	30.0	477.0
2	4,300	822.0	5,400	121.8	4,700	94.0	1,037.8
3	5,100	969.0	6,900	155.3	9,600	192.0	1,316.3
4	3,240	615.0	3,240	73.0	3,240	62.0	750.0
5	450	85.0	445	10.0	250	5.0	100.0
6	135	25.0	0	0.0	0	0.0	25.0
7	0	0.0	600	13.5	600	12.0	25.5
8	1,160	220.0	2,220	50.0	1,500	30.0	300.0
9	2,370	450.0	4,440	100.0	10,000	200.0	750.0
TOTAL	18,255.0	3,471.0	30,445	685.6	31,390	625.0	4,781.6

PUBLIC INFRASTRUCTURE PROJECTS (SUMMARY)

PROJECT TYPE	COST, \$K	EXPENDED, \$K (THRU 2012)		REMAINING, \$K
		TRACT 1	TRACT 3	
STREETS	3,471.0	--	402.0	3,069.0
WATER	685.6	37.0	60.0	588.6
WASTEWATER	<u>625.0</u>	<u>30.0</u>	<u>101.0</u>	<u>494.0</u>
TOTAL	4,781.6	67.0	563.0	4,151.6

Future Land Use Map

TRACT 2

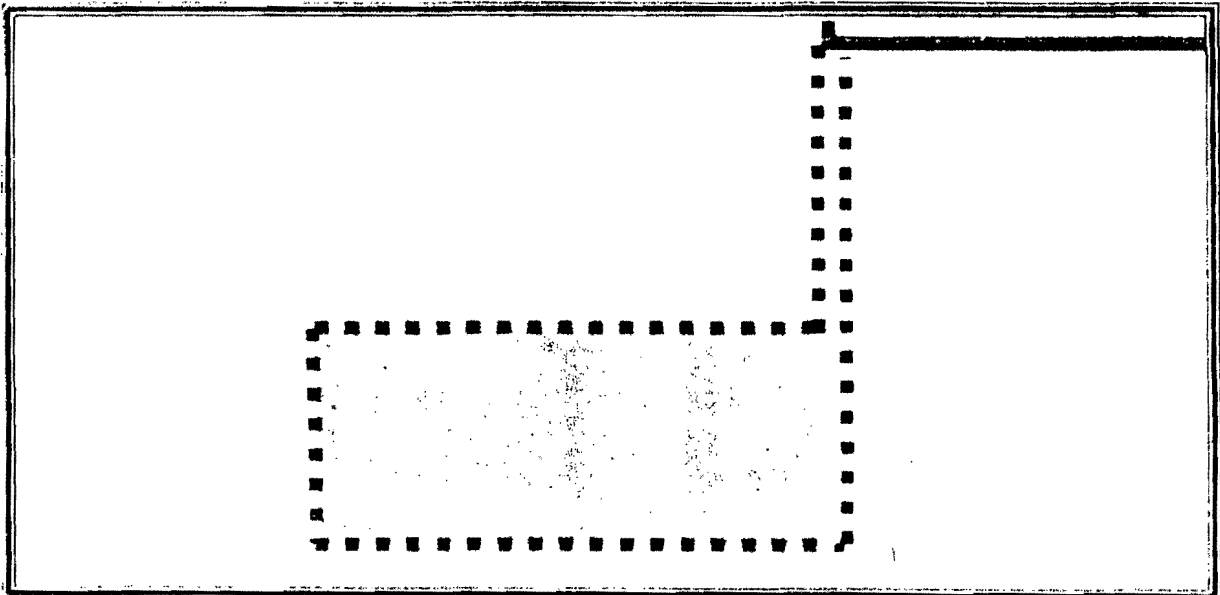


Residential

Commercial

Road Right of Way

TRACT 9



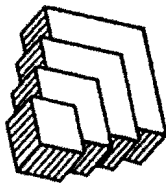
REVISED

FINANCE PLAN

March 2013

Tax Increment Financing Reinvestment Zone No. 1

City of Levelland, Texas



SCHRADER & CLINE, LLC

Larry D. Cline
4800 Broadway, Suite A
Addison, TX 75001
PH: (972) 661-1973
Email: schcli@swbell.net

March 2013

The Financing Plan provides information on the projected monetary impact that the formation of the Tax Increment Financing Reinvestment Zone (TIF) could have on the property described in *Finance Plan Exhibit: A (Revised)* and shown in *Finance Plan Exhibit: B (Revised)*. It will also describe how that impact can be utilized to enhance the area and region through leveraging the resources of each entity that participates in the project.

Below is a summary of the Financing Plan items required by law.

1. The proposed public improvements in the TIF may include:

- Capital costs, including the actual costs of the construction of public works, public improvements, new buildings, structures, and fixtures; and the actual costs of the acquisition of land and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Any real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- Any relocation costs;
- Organizational costs, including costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the TIF, and the cost of implementing the project plan for the TIF;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;
- The amount of any contributions made by the municipality from general revenue for the implementation of the project plan;
- Imputed administrative costs, including reasonable charges for the time spent by employees of the municipality in connection with the implementation of a project plan;
- The cost of operating the TIF and project facilities; and
- Payments made at the discretion of the governing body of the municipality that the municipality finds necessary or convenient to the creation of the TIF or to the implementation of the project plans for the TIF.

The specific capital improvement projects anticipated to be undertaken in the Levelland TIF No. 1, are included in *Finance Plan Exhibit: C (Revised)*.

2. **Estimated Project Cost of TIF, including administrative expenses.**
 - Project costs are estimated at approximately \$ 4.78 million dollars. Specific cost estimates are included in *Finance Plan Exhibit: C (Revised)*.
3. **Economic Feasibility Study.**
 - An economic feasibility analysis has been completed and is included as *Finance Plan Exhibit: D (Revised)*.
4. **The estimated amount of bonded indebtedness to be incurred.**
 - If initial project costs are not advanced by a Developer, the City of Levelland would consider issuing bonds and utilize tax increment funds to cover debt service as those funds are available.
5. **The time when related costs or monetary obligations are to be incurred.**
 - Please refer to *Finance Plan Exhibit: C (Revised)* for details regarding the type of improvement costs anticipated.
6. **A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs including the percentage of tax increment to be derived from the property taxes of each taxing unit on real property in the TIF.**
 - Project costs will be financed through loans advanced by developers or bonds which may be issued and utilize tax increment funds to support debt service as those funds are available. The revenue sources will be the real property taxes captured by the TIF, which will account for 100% of revenues used to fund project costs or bond debt service. For the Financial Plan, it is assumed that the City, Hockley County, and High Plains Water District will each participate at 100% of its tax rate on incremental taxable value as shown in *Finance Plan Table 2*.
7. **The current total appraised value of taxable real property in the TIF.**
 - The current appraised base value of the taxable real property in the original TIF boundary using the 2006 certified values provided by the Hockley County Appraisal District is \$ 3,947,402. The 2012 base value for the added Tract 2 area is \$2,049,420 and for the added Tract 9 area is \$14,080. These 2012 values will be adjusted to the 2013 values when they are certified and they will become the base values for the added areas.

8. The estimated appraised value of the improvements in the TIF during each year of its existence.
- The estimated appraised value of the improvements in the TIF per year is listed in the following table.

TABLE 1

Assessed Real Property Value Including Anticipated New Development Years 2006-2030

YEAR	TOTAL ASSESSED VALUE, \$K
2006 (Base Value)	\$ 3,947
2007	7,930
2008	8,849
2009	11,833
2010	12,844
2011	13,974
2012	14,011
2013	17,075
2014	18,642
2015	22,209
2016	25,776
2017	29,343
2018	32,910
2019	36,477
2020	38,044
2021	39,611
2022	41,178
2023	42,745
2024	44,312
2025	45,879
2026	47,446
2027	49,013
2028	50,575
2029	51,575
2030	52,575

FINANCE PLAN – LEVELLAND TIF NO. 1

- The estimated annual incremental funds available from future development in the TIF are listed in the following table.

TABLE 2

**Annual Incremental Funds Provided for TIF No. 1
Years 2006-2030**

Year	Assessed Value \$K	Base Assessed Value \$K	Cumulative Captured Value \$K	TIF Fund Contribution *			TIF Fund \$K
				City	County	WD	
2006	3,947	3,947	---	---	---	---	---
2007	7,930	3,947	3,983	---	---	---	---
2008	8,849	3,947	4,902	29	12	---	41
2009	11,833	3,947	7,886	35	12	---	47
2010	12,844	3,947	8,897	57	27	1	85
2011	13,974	3,947	10,027	67	30	1	98
2012	14,011	3,947	10,064	75	36	1	112
2013	17,075	6,011	11,064	73	32	1	106
2014	18,642	6,011	12,631	80	35	1	116
2015	22,209	6,011	16,198	92	40	1	133
2016	25,776	6,011	19,765	118	51	1	170
2017	29,343	6,011	23,332	143	63	1	207
2018	32,910	6,011	26,899	169	74	2	245
2019	36,477	6,011	30,466	195	85	2	282
2020	38,044	6,011	32,033	221	96	2	319
2021	39,611	6,011	33,600	233	101	2	336
2022	41,178	6,011	35,167	244	106	3	353
2023	42,745	6,011	36,734	255	111	3	369
2024	44,312	6,011	38,301	267	116	3	386
2025	45,879	6,011	39,868	278	121	3	402
2026	47,446	6,011	41,435	289	126	3	418
2027	49,013	6,011	43,002	301	131	3	435
2028	50,575	6,011	44,564	312	136	3	451
2029	51,575	6,011	45,564	324	141	3	468
2030	52,575	6,011	46,564	331	144	3	478
2031	---	---	---	338	147	4	489
TOTAL	52,575	6,011	46,564	4,526	1,973	47	6,546

*Based on actual tax rates for 2006-2012

Based on tax rates for 2013-2030 of: City - \$0.726000 / \$100 valuation
 County - \$0.316670 / \$100 valuation
 Water District - \$0.007540 / \$100 valuation

FINANCE PLAN – LEVELLAND TIF NO. 1

9. The duration of the TIF:

- The TIF was created in 2006. It is proposed that the TIF exist for twenty-five (25) years with termination of the TIF set as 2030 or the date when all project costs are paid and any debt is retired, whichever comes first.

Boundary Description

Description of the City of Levelland Tax Increment Financing Reinvestment Zone No. 1 consisting of eight Subareas and connecting street rights of way.

Beginning on the west right of way line of South College Avenue where the extension of the south right of way line of Brookhollow Street would intersect said west right of way line of College Avenue, then East along the south right of way line of Brookhollow Street to the intersection with the east right of way line of the alley east of Yale Drive, then North along said east right of way line extending to a point 150 feet north of Cougar Lane, then West to the west right of way line of the extension of Harvard Street, then South along said west right of way line to the north right of way line of Baylor Lane, then West along said north right of way line to the west right of way line of Mustang Drive, then South along said west right of way line to the north right of way line of Brookhollow Street, then West along said north right of way line to the east right of way line of College Avenue, then North along said east right of way line to the south property line of Lot 7, Green Addition to the City of Levelland, then East along said south property line to the east right of way line of the alley behind said Lot 7, then North along said east right of way line to the north right of way line of Baylor Lane, then West along said north right of way line to the east right of way line of College Avenue,

then North along said east right of way line to the south right of way line of Magnolia Street, then East along said south right of way line to a point 40 foot west of the east line of Labor 18, League 28, Hood County School Land, then South parallel to said labor line to the south line of said Labor 28, then east 80 feet, then North parallel to the east labor line of said Labor 28 to the south right of way line of Magnolia Street, then East along the south right of way line of said Magnolia Street to the west right of way line of Alamo Road, then South along said west right of way line to the south right of way line of A&M Lane, then East along the extension of said south right of way line to the Levelland City Limits, then North along said City Limits to the north right of way line of Hickory Street, then West along said north right of way line to the east right of way line of Alamo Road, then North along said east right of way line to the south right of way line of Ellis Street, then East along said south right of way line a distance of 2,900 feet, then North to a point 660 feet north of the north right of way line of Ellis Street, then West parallel with Ellis Street a distance of 620 feet, then South approximately 660 feet to the north right of way line of Ellis Street,

then West along said north right of way line to a point 30 feet west of the west line of Labor 1, League 28, Hood County School Land, then South parallel to said west Labor line to a point 209 feet south of the south right of way line of Ellis Street, then West parallel with Ellis Street to the west right of way line of Sherman Street, then South along said west right of way line to the north right of way line of Adams Street, then West to the west right of way line of Denver Avenue, then South along said west right of way line to the south right of way line of Monroe Street, then East to the east right of way line of Sherman Avenue, then North along said east right of way line to the south right of way line of the alley just north of Jackson Street, then East along said south right of way line to the west right of way line of Cedar Street, then South along said west right of way line and continuing South to the north right of way line of Maple Street, then west along the north right of way line of Maple Street to the east right of way line of

7

FINANCE PLAN – LEVELLAND TIF NO. 1

Sherman Street, then south along the east right of way line of Sherman Street to the north right of way line of the alley north of Walnut Street, then east along the north right of way line of the alley to the east right of way line of Cedar Street, then north along the east right of way line of Cedar Street to the north right of way line of Highway 114, then East along said north right of way line a distance of 1,140 feet, then North a distance of 555 feet, then West to a point 30 feet east of the west line of Labor 1, League 28, Hood County School Land, then North parallel with said labor line to the south right of way line of Ellis Street, then East along said south right of way line to a point 660 feet west of the west right of way line of Alamo Road, then South parallel with Alamo Road to a point 1,210 feet north of the north right of way line of Highway 114, then East parallel with said north right of way line to the west right of way line of Alamo Road, then South along the west right of way line of Alamo Road to the north right of way line of Hickory Street, then West along said right of way line to the west right of way line of Flint Avenue, then South along said right of way line to the north right of way line of Holly Street, then West along said north right of way line to the east property line of City owned property known as Breasher Lake Park, then South along said property line to the eastward extension of the north right of way line of Magnolia Street, then West along said north right of way line to the east right of way line of College Avenue,

then North along said east right of way line to the north right of way line of First Street, then West along said north right of way line to the east right of way line of Avenue H, then North along said east right of way line to the south right of way line of Highway 114, then East along said south right of way line to the east right of way line of Martin Luther King Jr. Street, then North along said east right of way line to the south right of way line of Jackson Street, then East along said south right of way line to the east right of way line of Rose Avenue, then North along said east right of way line continuing north to the north right of way line of Ellis Street, then West along said right of way line to the west right of way line of Martin Luther King Jr. Street, then South along said west right of way line to the north right of way line of Highway 114, then West along said north right of way line to the west right of way line of Avenue H, then South along said west right of way line to the south right of way line of First Street, then East along said right of way line to the west right of way line of Avenue D, then South along said west right of way line to the south right of way line of Second Street, then East along said south right of way line to the east right of way line of Avenue C, then North along said east right of way line to the south right of way line of First Street, then East along said south right of way to the west right of way of College Avenue, then South along said west right of way to the north right of way of John Dupree Drive, then West along said north right of way to the northeast corner of A&M Addition to the City of Levelland, then southwest along the north line of said A&M Addition to the southwest corner of Gentry Square Addition, then northwesterly along the west boundary line of said Gentry Square Addition to the south right of way line of Highway 385, then southwesterly along said south right of way line of Highway 385 to Avenue H where Highway 385 turns south, and continuing south along the east right of way line of Highway 395 to the north property line of the Levelland Country Club, then east along the north boundary line of the Levelland Country Club to the southeast corner of said A&M Addition, then North along the east-line of said A&M Addition to the south right of way line of John Dupree Drive, then East along said south right of way line to the west right of way line of College Avenue, then South along said west right of way line to the point of beginning that being the south right of way line of Brookhollow Street,

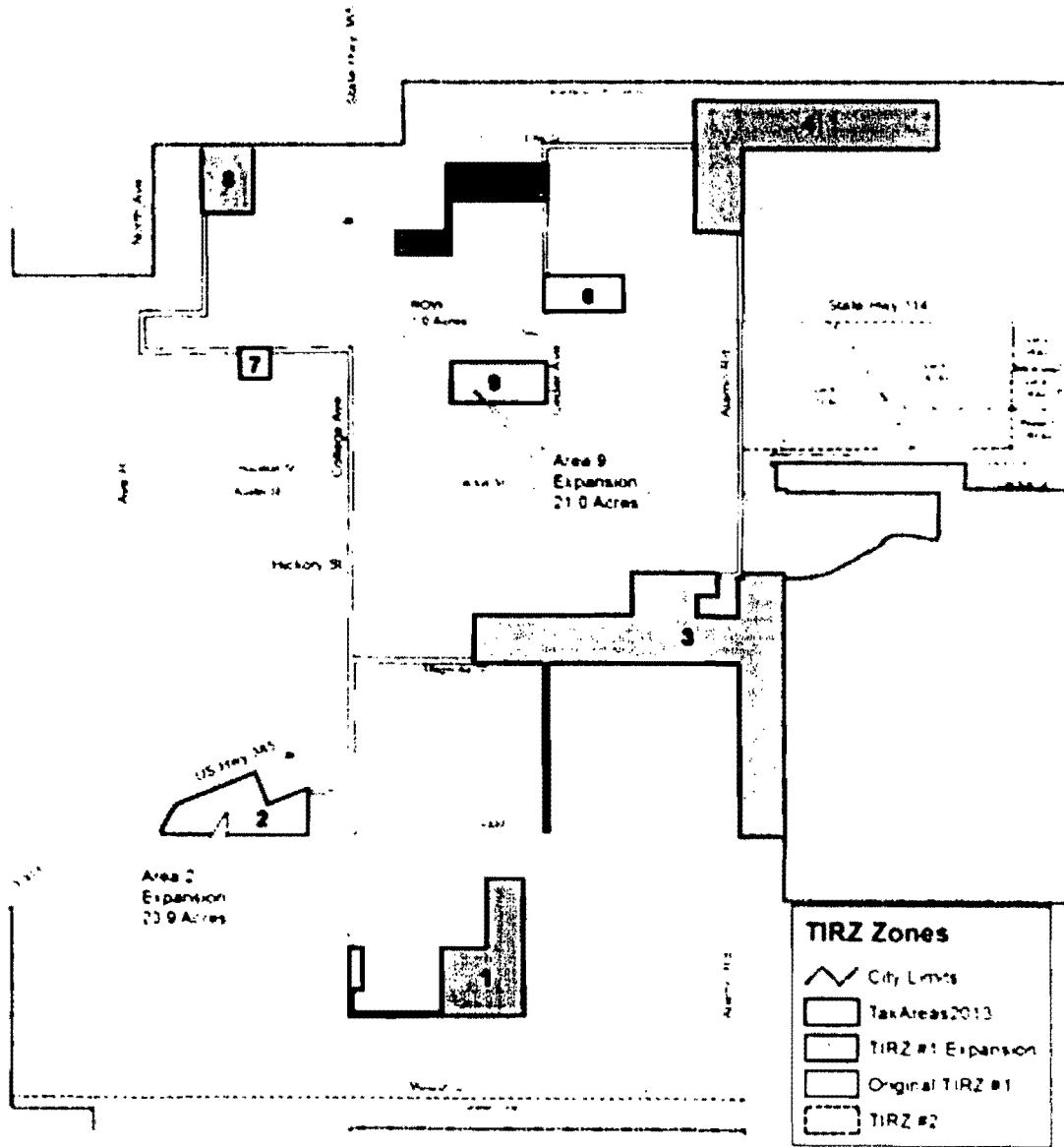


FINANCE PLAN – LEVELLAND TIF NO. 1

Save and except Lots 89 through 92, 100 through 104, and 129 through 144, Holly Heights Addition to the City of Levelland, said lots containing 4.87 acres more or less,

Containing 452 acres more or less.

Property Boundary Map



**City of Levelland, Texas
Tax Increment Reinvestment Zone # 1
Expansion**



Project Plan

PUBLIC INFRASTRUCTURE PROJECTS (DETAIL)

TRACT	STREETS		WATER		WASTEWATER		TOTAL
	LIN FT	COST, \$K	LIN FT	COST, \$K	LIN FT	COST, \$K	COST, \$K
1	1,500	285.0	7,200	162.0	1,500	30.0	477.0
2	4,300	822.0	5,400	121.8	4,700	94.0	1,037.8
3	5,100	969.0	6,900	155.3	9,600	192.0	1,316.3
4	3,240	615.0	3,240	73.0	3,240	62.0	750.0
5	450	85.0	445	10.0	250	5.0	100.0
6	135	25.0	0	0.0	0	0.0	25.0
7	0	0.0	600	13.5	600	12.0	25.5
8	1,160	220.0	2,220	50.0	1,500	30.0	300.0
9	2,370	450.0	4,440	100.0	10,000	200.0	750.0
TOTAL	18,255.0	3,471.0	30,445	685.6	31,390	625.0	4,781.6

PUBLIC INFRASTRUCTURE PROJECTS (SUMMARY)

PROJECT TYPE	COST, \$K	EXPENDED, \$K (THRU 2012)		REMAINING, \$K
		TRACT 1	TRACT 3	
STREETS	3,471.0	--	402.0	3,069.0
WATER	685.6	37.0	60.0	588.6
WASTEWATER	<u>625.0</u>	<u>30.0</u>	<u>101.0</u>	<u>494.0</u>
TOTAL	4,781.6	67.0	563.0	4,781.6

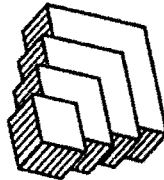
REVISED

FEASIBILITY ANALYSIS

March 2013

Tax Increment Financing Reinvestment Zone No. 1

City of Levelland, Texas



SCHRADER & CLINE, LLC

Larry D. Cline
4800 Broadway, Suite A
Addison, TX 75001
PH: (972) 661-1973
Email: schcli@swbell.net

UPDATE: CURRENT SITUATION

Since creation of TIF No. 1 in 2006, development projects have progressed generally as anticipated, but at a slower rate than expected. This slower development rate combined with the additional TIF area (23.9 acres) added to the original Tract 2 to include all of a proposed single-family development and the addition of Tract 9 for a new affordable housing subdivision have resulted in the changes summarized below.

PUBLIC INFRASTRUCTURE PROJECTS

The revised public infrastructure projects shown in Exhibit A-1 have been changed as follows:

- Tract 2 costs have been increased by \$750K to accommodate the added area and single-family development project
- Tract 6 costs have been increased by \$25K to provide for any development that may occur
- Tract 9 costs have been added to provide for development of a new affordable housing subdivision
- Costs have been reduced in Tracts 4, 5, and 8 to correspond to an anticipated lower level of development
- Miscellaneous and Other Costs have been deleted in an effort to reduce total public infrastructure costs to correspond to lower expected private development values resulting in a lower TIF Fund value.

PRIVATE DEVELOPMENT

Current – 2006 to 2012

- The motel project in Tract 6 originally expected to go on the tax roll in 2007 was completed, but did not go on the tax roll until 2009. The actual taxable value was \$2,935K, about 20% higher than the \$2,444 originally projected. A restaurant project was also added in Tract 6 in 2008 at a taxable value of \$317K.
- The Tract 8 multi-family project expected to go on the tax rolls in 2007 was also completed, but did not go on the tax rolls until 2009. It was expected to be 60 units and is actually 64 units. However, the expected taxable value of \$5,400K was not realized because it is a project with subsidized rents and on that valuation method, the actual taxable value is only \$1,176K.
- Single-family residential development has progressed, but at a much slower rate than projected. It was anticipated that 115 homes would be completed during 2006 – 2012 at an average value of \$135K per home. Actual development has only been 29 homes, but at a much higher average value of \$181K per home.

Assumptions – 2013 to 2030

Single-family development is expected to continue throughout the TIF area at about the rate and values experienced to date – assuming 5 homes per year at an average value of \$200K per home. In the expanded Tract 2 area, it is assumed there will be 40 homes completed during the 5-year period 2015 through 2019 at an average value of \$250K per home. In the Tract 9 area, it is

FINANCE PLAN: EXHIBIT D—Feasibility Analysis

assumed that 80 single-wide lots and 20 double-wide lots will be developed at an average value of \$75,000 per single-wide lot and \$125,000 per double-wide lot during the 15-year period 2014 – 2028.

TIF Fund

Actual tax rates for each year 2006 through 2012 have been used to calculate income to the TIF Fund. For the period 2013 through 2030, the 2012 tax rate for the City, County and High Plains Water District have been used to calculate income to the TIF Fund. Based on the actual development and development assumptions noted above, income to the TIF Fund is expected to be \$6,546K compared to the anticipated public infrastructure cost of \$4,781.6K.

Feasibility Analysis Exhibit: A-1 (REVISED)

PUBLIC INFRASTRUCTURE PROJECTS (DETAIL)

TRACT	STREETS		WATER		WASTEWATER		TOTAL
	LIN FT	COST, \$K	LIN FT	COST, \$K	LIN FT	COST, \$K	COST, \$K
1	1,500	285.0	7,200	162.0	1,500	30.0	477.0
2	4,300	822.0	5,400	121.8	4,700	94.0	1,037.8
3	5,100	969.0	6,900	155.3	9,600	192.0	1,316.3
4	3,240	615.0	3,240	73.0	3,240	62.0	750.0
5	450	85.0	445	10.0	250	5.0	100.0
6	135	25.0	0	0.0	0	0.0	25.0
7	0	0.0	600	13.5	600	12.0	25.5
8	1,160	220.0	2,220	50.0	1,500	30.0	300.0
9	2,370	450.0	4,440	100.0	10,900	200.0	750.0
TOTAL	18,255.0	3,471.0	30,445	685.6	31,390	625.0	4,781.6

Feasibility Analysis Exhibit: A-2 (REVISED)

PUBLIC INFRASTRUCTURE PROJECTS (SUMMARY)

PROJECT TYPE	COST, \$K	EXPENDED, \$K (THRU 2012)		REMAINING, \$K
		TRACT 1	TRACT 3	
STREETS	3,471.0	--	402.0	3,069.0
WATER	685.6	37.0	60.0	588.6
WASTEWATER	625.0	30.0	101.0	494.0
TOTAL	4,781.6	67.0	563.0	4,781.6

Feasibility Analysis Exhibit: B
COMPLETED UNITS

DELETED



Feasibility Analysis Exhibit: C (REVISED)

DEVELOPMENT VALUES, \$K

<u>Year</u>	<u>Values, \$K</u>
2006	---
2007	3,983
2008	919
2009	2,984
2010	1,011
2011	1,130
2012	37
2013	1,000
2014	1,567
2015	3,567
2016	3,567
2017	3,567
2018	3,567
2019	3,567
2020	1,567
2021	1,567
2022	1,567
2023	1,567
2024	1,567
2025	1,567
2026	1,567
2027	1,567
2028	1,562
2029	1,000
2030	1,000
TOTAL	46,564

NOTE: Future development based on \$2 million per year 2015-2019 in the expanded Tract 2, \$567,000 per year in 2014-2027 and \$562,000 in 2028 in Tract 9 and \$1,000 million per year in the remaining areas of the TIF.

Feasibility Analysis Exhibit: D (REVISED)**CUMULATIVE DEVELOPMENT VALUES, \$K**

Year	Cumulative Values, \$K
2006	---
2007	3,983
2008	4,902
2009	7,886
2010	8,897
2011	10,027
2012	10,064
2013	11,064
2014	12,631
2015	16,198
2016	19,765
2017	23,332
2018	26,899
2019	30,466
2020	32,033
2021	33,600
2022	35,167
2023	36,734
2024	38,301
2025	39,868
2026	41,435
2027	43,002
2028	44,564
2029	45,564
2030	46,564
TOTAL	46,564

FINANCE PLAN: EXHIBIT D—Feasibility Analysis

Feasibility Analysis Exhibit: E (REVISED)

TIF FUND, \$K *

<u>YEAR</u>	<u>CUMULATIVE DEVELOPMENT VALUE</u>	<u>CITY</u>	<u>COUNTY</u>	<u>WD</u>	<u>TOTAL</u>
2006	---	---	---	---	---
2007	3,983	---	---	---	---
2008	4,902	29	12	---	41
2009	7,886	35	12	---	47
2010	8,897	57	27	1	85
2011	10,027	67	30	1	98
2012	10,064	75	36	1	112
2013	11,064	73	32	1	106
2014	12,631	80	35	1	116
2015	16,198	92	40	1	133
2016	19,765	118	51	1	170
2017	23,332	143	63	1	207
2018	26,899	169	74	2	245
2019	30,466	195	85	2	282
2020	32,033	221	96	2	319
2021	33,600	233	101	2	336
2022	35,167	244	106	3	353
2023	36,734	255	111	3	369
2024	38,301	267	116	3	386
2025	39,868	278	121	3	402
2026	41,435	289	126	3	418
2027	43,002	301	131	3	435
2028	44,564	312	136	3	451
2029	45,564	324	141	3	468
2030	46,564	331	144	3	478
2031	---	338	147	3	489
TOTAL	46,564	4,526	1,773	47	6,546

*Based on actual tax rates for 2006-2012 and 2012 tax rates for 2013-2030.

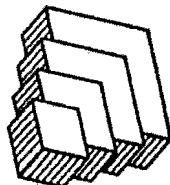
REVISED

PROJECT PLAN

January 2013

Tax Increment Reinvestment Zone No. 2

City of Levelland, Texas



SCHRADER & CLINE, LLC

Larry D. Cline
4800 Broadway, Suite A
Addison, TX 75001
Ph: (972) 661-1973
Email: schcli@swbell.net

PROJECT PLAN—LEVELLAND TIF NO. 2 (REVISED)

JANUARY 2013

As a result of the changed conditions in the Levelland Industrial Park and Levelland TIF No. 2, two changes are required in the 2009 Project Plan.

TIF BOUNDARY

The Boundary is being revised to include two additional areas, the area east of the TIF boundary in the Industrial Park to provide area required by the Titan Trans Loading project and the area on the western side of Alamo Road at the intersection of Alamo Road and Mouzon Lane for future development possibilities [See Boundary Description, Exhibit I (Revised) and Property Boundary Map, Exhibit II (Revised)]. As a result of the boundary changes, the TIF size has increased from 792 acres to approximately 989 acres.

PUBLIC INFREASTRUCTURE PROJECTS (SUMMARY)

The revised public infrastructure projects shown in Exhibit V (Revised) have been divided into two categories, projects which have been completed and future projects. The total expected cost is still within the amount approved as part of the original project plan, but costs have been adjusted to actual costs plus the estimated cost of future projects.

Exhibits III (Revised), IV A (Revised), IV B (Revised) and Exhibit VI (Revised) have been changed to reflect the added area within the Boundary.








Boundary Description

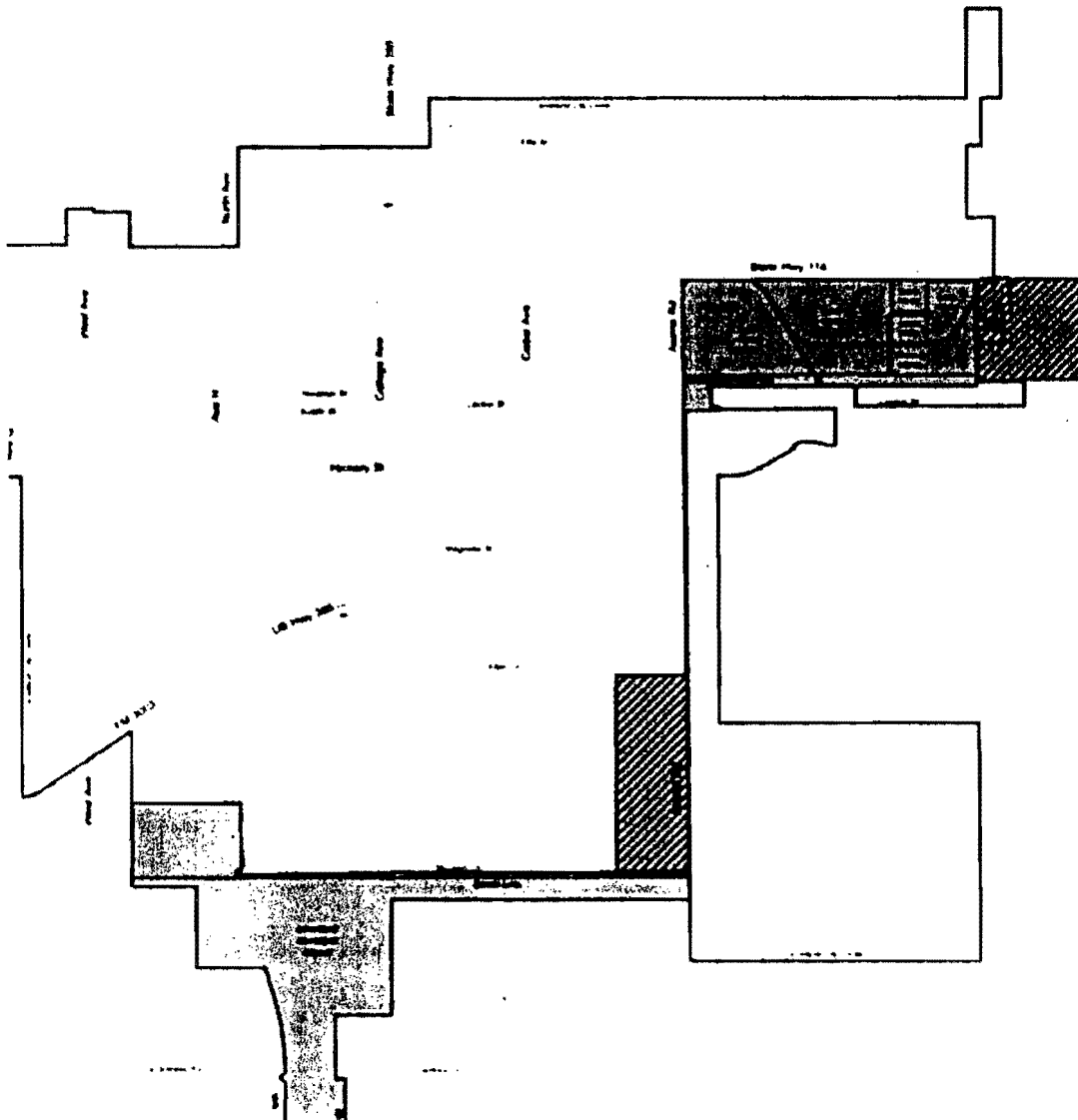
Beginning at the Southeast corner of the Levelland Municipal Airport property, thence north along the Levelland City limits line and the boundary line of said airport property to a point where the City limits turns west, thence west along said City limits line to a point where the line turns north, thence North along said City limits line to a point where the line turns east, thence East along said City limits line to a point where the line turns north, thence North along said City limits line to a point where the line turns east, thence East along said City limits line to the east right of way line of Alamo Road, thence North along said east right of way line to the intersection with the north right of way line of Cactus Drive, thence East along said north right of way line to the intersection with the City limits line, thence North along said City limits line until said line turns east, thence East along the City limits line to the east side of the Levelland Industrial Park, continuing East along the south boundary of the Development Foundation Industrial Park to the west right of way line of Hulen-Moreland Road, thence North along the west right of way line of Hulen-Moreland Road to the north side of the Permian Basin railroad right of way, thence West along the said north Permian Basin railroad right of way line to the west right of way line of Alamo Road, thence South along said west right of way line of Alamo Road to the South right of way line of A&M Lane and the North boundary of the closed City Landfill, thence West along the North boundary of the closed City Landfill to the West boundary of the closed City Landfill, thence South along the West boundary of the closed City Landfill, to the north right of way line of Mouzon Lane, thence West along said north right of way line of Mouzon Lane, extending the line west along the north right of way of the alley adjoining Levelland Municipal Airport to the west right of way line of Highway 385, thence North along said west right of way line of Highway 385 to the north line of Labor 4, League 29, Hood County School Land, thence West along said labor line to the Levelland City limits line, thence South along said City limits line to the point where the line turns east, thence East along said City limits line to the point where the line turns south, thence South along said City limits line to the point where the line turns east, thence East along said City limits line to the point where the line turns southeastward, thence South along said City limits line to the point where the line turns east, thence East along said City limits line to the point of beginning.

PROJECT PLAN—LEVELLAND TIF NO. 2 (REVISED)

PROPERTY BOUNDARY MAP

EXHIBIT II (REVISED)

- | | | | |
|---|-------------|---|-----------------|
|  | New TIRZ #2 |  | Road Centerline |
|  | Added Area |  | Rail Line |
|  | City Limits |  | Sewer Line |
| | |  | Water Line |

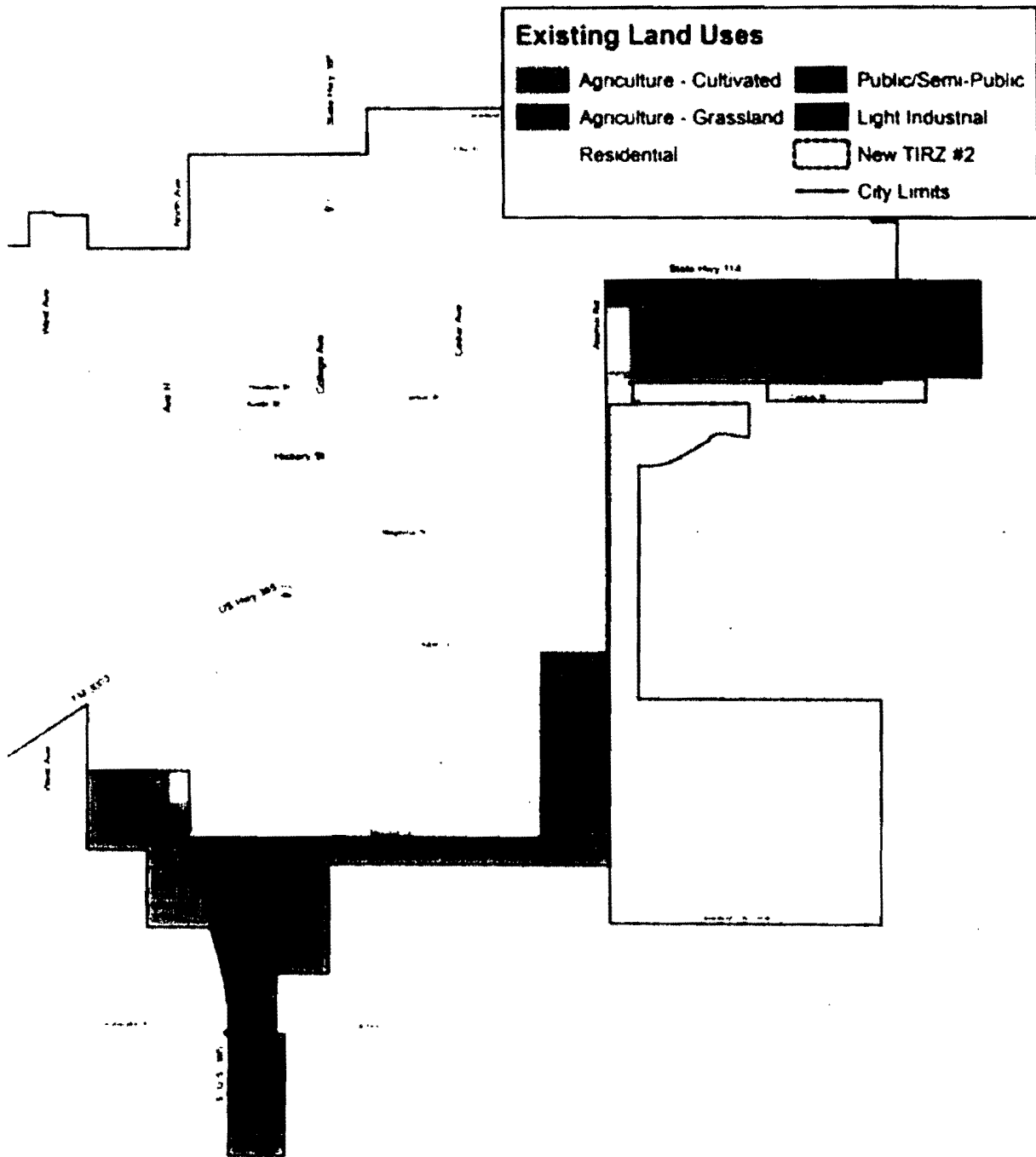


City of Levelland, Texas
Revised
Tax Increment Reinvestment Zone # 2



EXISTING LAND USE MAP

EXHIBIT III (REVISED)












City of Levelland, Texas
Existing Land Use
Tax Increment Reinvestment Zone # 2

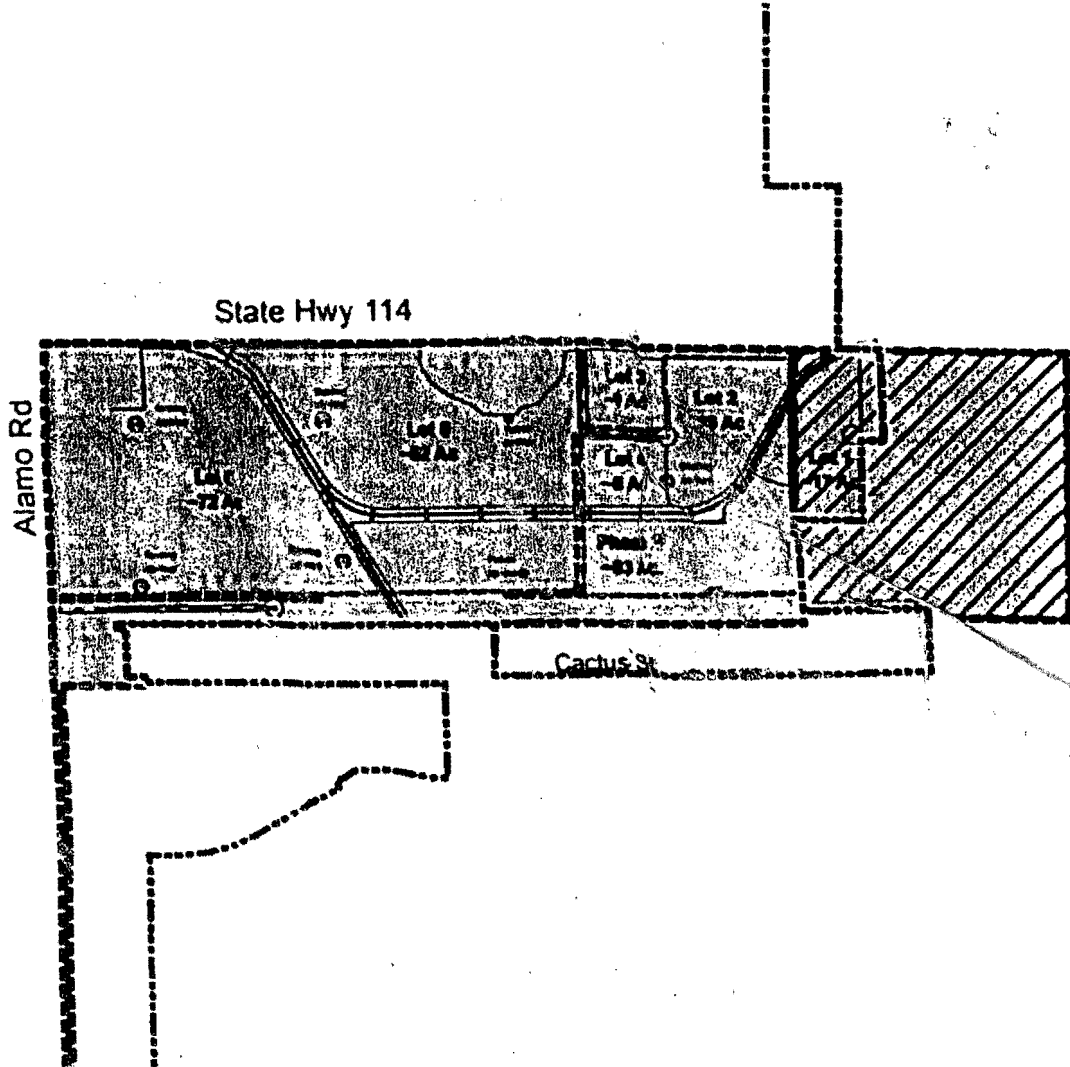


PROJECT PLAN—LEVELLAND TIF NO. 2 (REVISED)

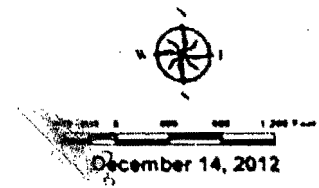
PUBLIC IMPROVEMENT MAP

EXHIBIT IV A (REVISED)

- | | | |
|--|---|---|
|  |  |  |
|  |  |  |
|  |  |  |



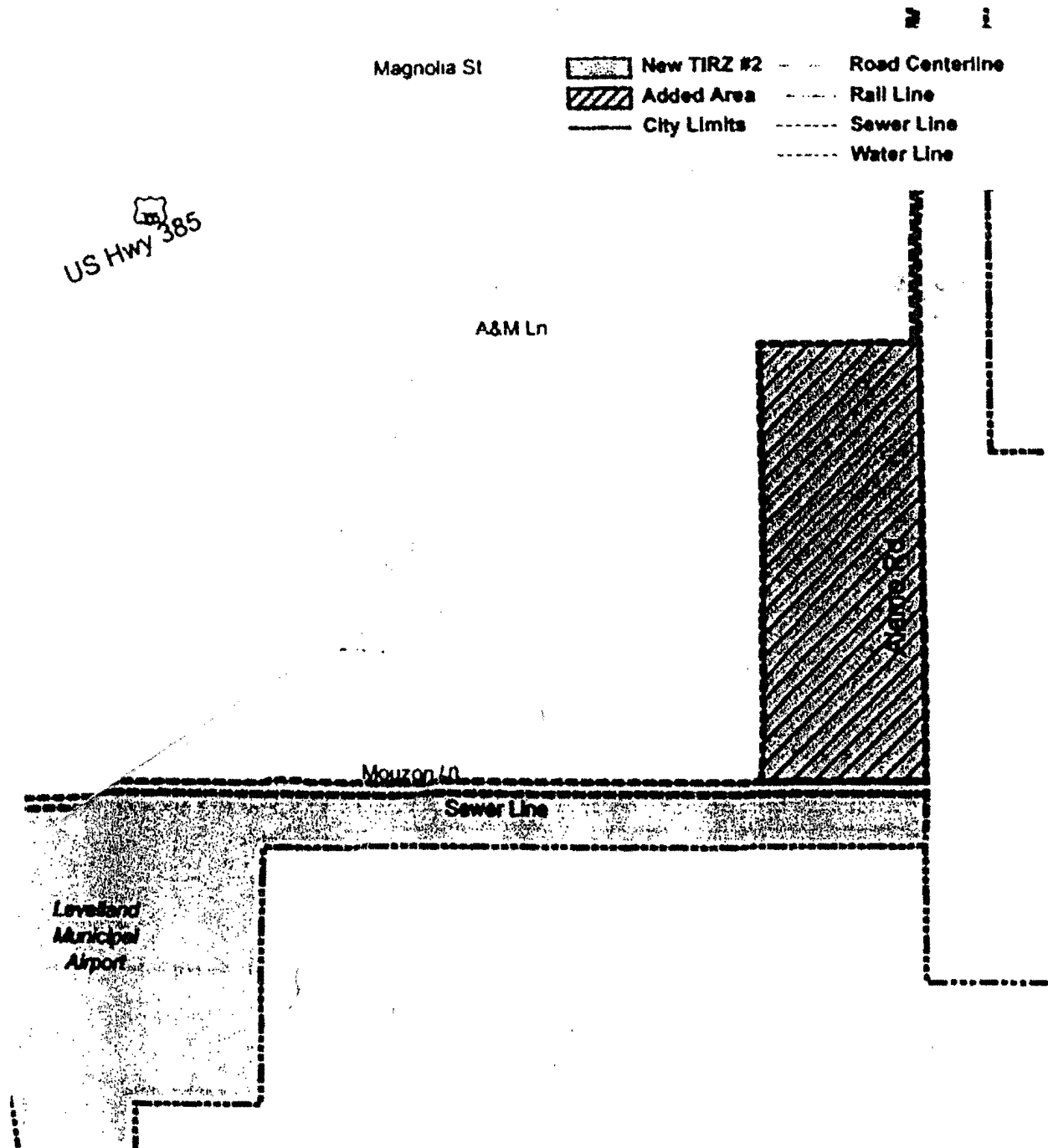
City of Levelland, Texas
Revised
Tax Increment Reinvestment Zone # 2
North



PROJECT PLAN—LEVELLAND TIF NO. 2 (REVISED)

PUBLIC IMPROVEMENT MAP

EXHIBIT IV B (REVISED)



City of Levelland, Texas
Revised
Tax Increment Reinvestment Zone # 2
South



PROJECT PLAN—LEVELLAND TIF NO. 2 (REVISED)

PROJECT PLAN

EXHIBIT V (Revised)

PUBLIC INFRASTRUCTURE PROJECTS (SUMMARY)

ORIGINAL

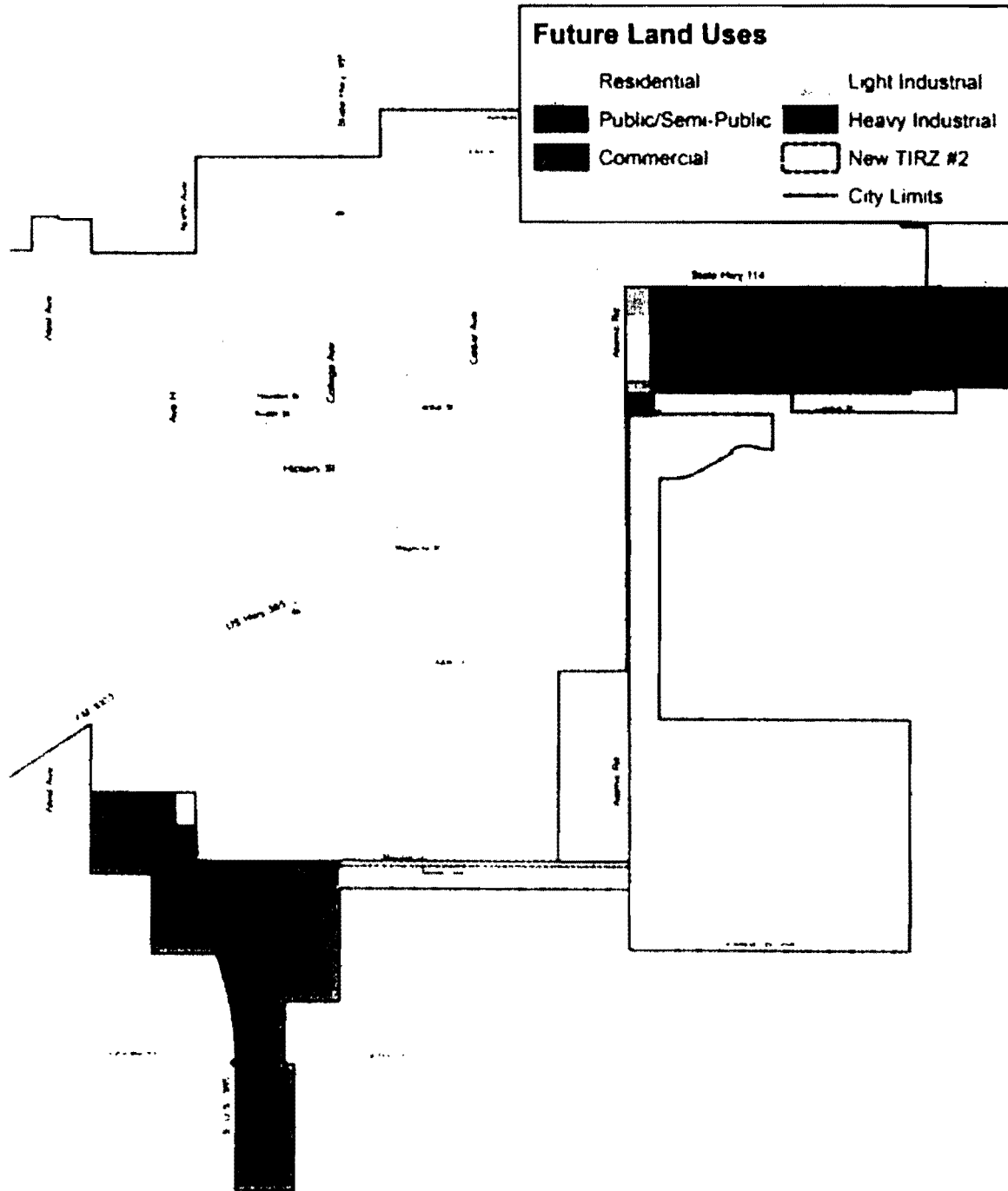
<u>ITEM</u>	<u>EST. COST, \$K</u>
Industrial Park/Airport	
Railroad Spur	4,960
Road Construction	5,935
Utility Construction	1,028
Screening, Landscaping, Signage	250
SUBTOTAL	12,173
 Mouzon Lane Sanitary Sewer and Lift Station	 2,000
TOTAL	14,173

REVISED

<u>ITEM</u>	<u>COST, \$K</u>
Industrial Park/Airport	
Railroad Spur	4,415
Road Construction	2,225
Utility Construction (Relocation)	384
Other Construction	32
Engineering	1,075
Land Purchase	611
 Mouzon Lane Sanitary Sewer	 1,015
SUBTOTAL COMPLETED PROJECTS	9,757
 Industrial Park/Airport	
Rail Expansion (Under Construction)	243
Other Infrastructure Projects	4,000
SUBTOTAL FUTURE PROJECTS	4,243
GRAND TOTAL	14,000

FUTURE LAND USE MAP

EXHIBIT VI (REVISED)



City of Levelland, Texas
Future Land Use
Tax Increment Reinvestment Zone # 2



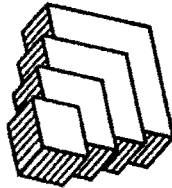
REVISED

FINANCE PLAN

January 2013

Tax Increment Financing Reinvestment Zone No. 2

City of Levelland, Texas



SCHRADER & CLINE, LLC

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VOL. 59 PAGE 615

January 2013

The Financing Plan provides information on the projected monetary impact that the formation of the Tax Increment Financing Reinvestment Zone (TIF) could have on the property described in *Finance Plan Exhibit: I (Revised)* and shown in *Finance Plan Exhibit: II (Revised)*. It will also describe how that impact can be utilized to enhance the area and region through leveraging the resources of each entity that participates in the project.

Below is a summary of the Financing Plan items required by law.

1. The proposed public improvements in the TIF may include:

- Capital costs, including the actual costs of the construction of public works, public improvements, new buildings, structures, and fixtures; and the actual costs of the acquisition of land and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Any real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advise and services;
- Any relocation costs;
- Organizational costs, including costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the TIF, and the cost of implementing the project plan for the TIF;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;
- The amount of any contributions made by the municipality from general revenue for the implementation of the project plan;
- Imputed administrative costs, including reasonable charges for the time spent by employees of the municipality in connection with the implementation of a project plan;
- The cost of operating the TIF and project facilities; and
- Payments made at the discretion of the governing body of the municipality that the municipality finds necessary or convenient to the creation of the TIF or to the implementation of the project plans for the TIF.

FINANCE PLAN – LEVELLAND TIF NO. 2

The specific capital improvement projects anticipated to be undertaken in the Levelland TIF No. 2, are included in *Finance Plan Exhibit: III (Revised)*.

2. **Estimated Project Cost of TIF, including administrative expenses**
 - Project costs are estimated at approximately \$ 14.0 million dollars. Specific cost estimates are included in *Finance Plan Exhibit: III (Revised)*.

3. **Economic Feasibility Study**
 - An economic feasibility analysis has been completed and is included as *Finance Plan: Exhibit: D (Revised)*.

4. **The estimated amount of bonded indebtedness to be incurred**
 - If initial public improvement project costs are not advanced by a Property Owner or Developer, the City of Levelland and Levelland EDC will secure funds by other means.

5. **The time when related costs or monetary obligations are to be incurred**
 - Please refer to *Finance Plan Exhibit: III (Revised)* for details regarding the type of improvement costs anticipated.

6. **A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs including the percentage of tax increment to be derived from the property taxes of each taxing unit on real property in the TIF**
 - It is anticipated that funds to finance project costs will be provided as follows:

<u>Completed Projects</u>	
Levelland EDC	\$1,907,000
City of Levelland	250,000
Certificates of Obligation	4,300,000
Federal EDA	3,300,000
TOTAL	\$9,757,000
 <u>Future Projects</u>	
Levelland EDC	\$4,243,000

For the Financial Plan, it is assumed that the City, Hockley County, and High Plains Water District will each participate at 100% of its tax rate on incremental taxable value as shown in *Finance Plan Table 2 (Revised)*. These funds, to be provided to the TIF Fund will be used to partially reimburse General Obligation Bonds.

7. **The current total appraised value of taxable real property in the TIF.**
 - The appraised base value of the taxable real property in the original TIF boundary using the 2009 certified values provided by the Hockley County Appraisal District is \$2,486,319. The 2012 base value for the added area is \$2,625,690. This will be adjusted to the 2013 value when it is certified and this will become the base value for the added area.

8. The estimated appraised value of the improvements in the TIF during each year of its existence.
- The estimated appraised value of the improvements in the TIF per year is listed in the following table.

TABLE 1 (Revised)

**Assessed Real Property Value Including Anticipated New Development
Years 2009-2028**

YEAR	TOTAL ASSESSED VALUE, \$K
2009	2,486
2010	2,486
2011	2,486
2012	2,567
2013	8,193
2014	9,193
2015	10,693
2016	12,633
2017	14,133
2018	15,633
2019	17,133
2020	18,633
2021	20,133
2022	21,633
2023	23,133
2024	24,633
2025	26,133
2026	27,633
2027	27,633
2028	27,633

FINANCE PLAN – LEVELLAND TIF NO. 2

- The estimated annual incremental funds available from future development in the TIF are listed in the following table.

TABLE 2 (Revised)

**Annual Incremental Funds Provided for TIF No. 2
Years 2009-2028**

Year	Assessed Value \$K	Base Assessed Value \$K	Annual Captured Value \$K	TIF Fund Contribution \$K			TIF Fund \$K
				City	County	WD	
2009	2,486	2,486	--	--	--	--	--
2010	2,486	2,486	--	--	--	--	--
2011	2,486	2,486	--	--	--	--	--
2012	2,567	2,486	81	--	--	--	--
2013	8,193	5,112	3,081	1	--	--	1
2014	9,193	5,112	4,081	22	10	--	32
2015	10,693	5,112	5,581	30	13	--	43
2016	12,633	5,112	7,521	41	18	--	59
2017	14,133	5,112	9,021	55	24	1	80
2018	15,633	5,112	10,521	65	29	1	95
2019	17,133	5,112	12,021	76	33	1	110
2020	18,633	5,112	13,521	87	38	1	126
2021	20,133	5,112	15,021	98	43	1	142
2022	21,633	5,112	16,521	109	48	1	158
2023	23,133	5,112	18,021	120	52	1	173
2024	24,633	5,112	19,521	131	57	1	189
2025	26,133	5,112	21,021	142	62	2	206
2026	27,633	5,112	22,521	153	67	2	222
2027	27,633	5,112	22,521	164	71	2	237
2028	27,633	5,112	22,521	164	71	2	237
2029	--	--	--	164	71	2	237
TOTAL	27,633	5,112	22,521	1,622	707	18	2,347

Based on 2012 tax rates of:

City - \$0.726000 / \$100 valuation
 County - \$0.316670 / \$100 valuation
 Water District - \$0.007540 / \$100 valuation
 TOTAL \$1.050210

FINANCE PLAN – LEVELLAND TIF NO. 2

9. The duration of the TIF:



- The TIF was created in 2009. It is proposed that the TIF exist for twenty (20) years with termination of the TIF set as 2028 or the date when all project costs are paid and any debt is retired, whichever comes first.

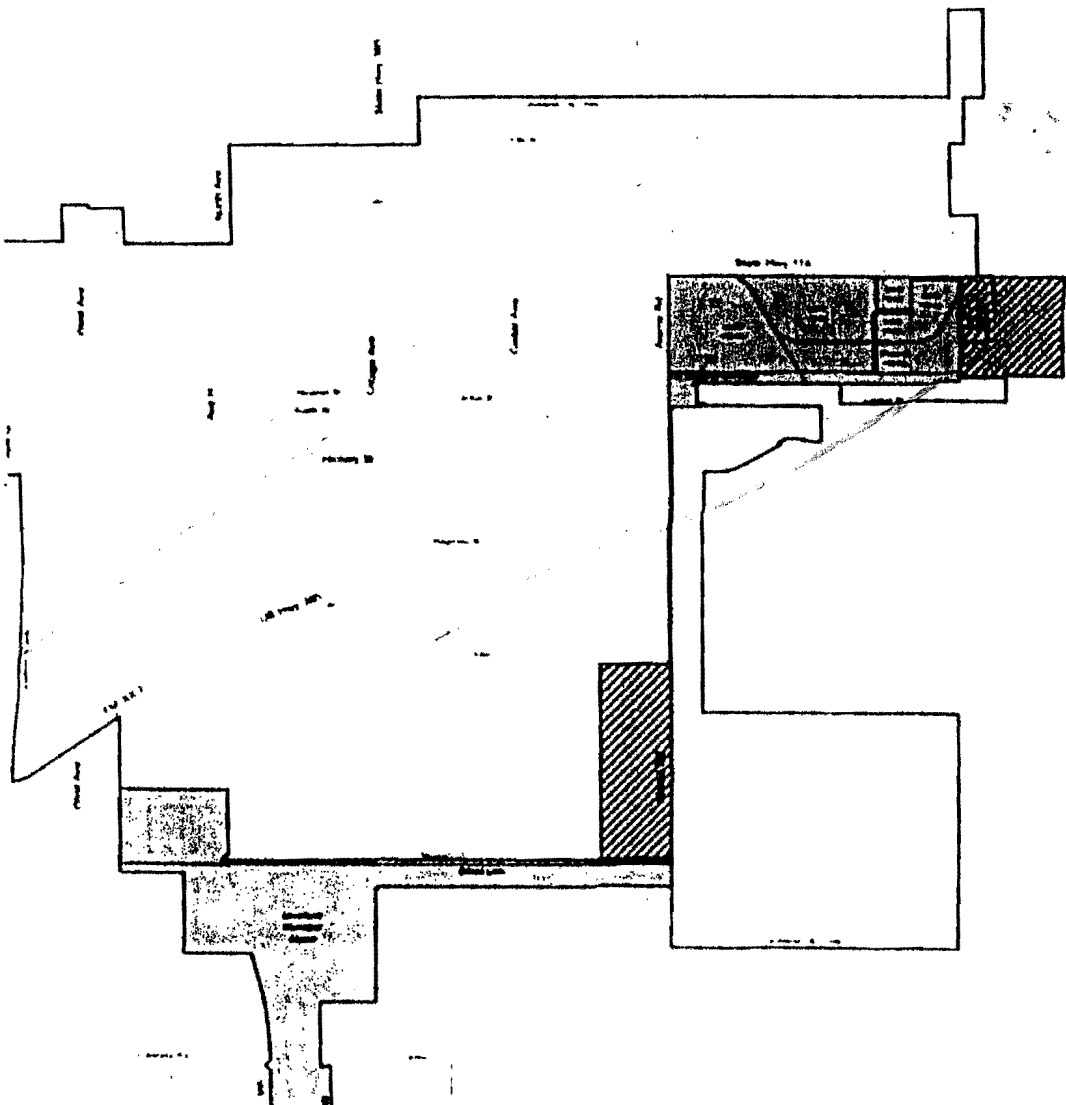
Boundary Description

Beginning at the Southeast corner of the Levelland Municipal Airport property, thence north along the Levelland City limits line and the boundary line of said airport property to a point where the City limits turns west, thence west along said City limits line to a point where the line turns north, thence North along said City limits line to a point where the line turns east, thence East along said City limits line to a point where the line turns north, thence North along said City limits line to a point where the line turns east, thence East along said City limits line to the east right of way line of Alamo Road, thence North along said east right of way line to the intersection with the north right of way line of Cactus Drive, thence East along said north right of way line to the intersection with the City limits line, thence North along said City limits line until said line turns east, thence East along the City limits line to the east side of the Levelland Industrial Park, continuing East along the south boundary of the Development Foundation Industrial Park to the west right of way line of Hulen-Moreland Road, thence North along the west right of way line of Hulen-Moreland Road to the north side of the Fort Worth Basin railroad right of way, thence West along the said north Fort Worth Basin railroad right of way line to the west right of way line of Alamo Road, thence South along said west right of way line of Alamo Road to the South right of way line of A&M Lane and the North boundary of the closed City Landfill, thence West along the North boundary of the closed City Landfill to the West boundary of the closed City Landfill, thence South along the West boundary of the closed City Landfill, to the north right of way line of Mouzon Lane, thence West along said north right of way line of Mouzon Lane, extending the line west along the north right of way of the alley adjoining Levelland Municipal Airport to the west right of way line of Highway 385, thence North along said west right of way line of Highway 385 to the north line of Labor 4, League 29, Hood County School Land, thence West along said labor line to the Levelland City limits line, thence South along said City limits line to the point where the line turns east, thence East along said City limits line to the point where the line turns south, thence South along said City limits line to the point where the line turns east, thence East along said City limits line to the point where the line turns southeastward, thence South along said City limits line to the point where the line turns east, thence East along said City limits line to the point of beginning.

PROPERTY BOUNDARY MAP

EXHIBIT II (REVISED)

- | | | | |
|---|-------------|-----|-----------------|
|  | New TIRZ #2 | --- | Road Centerline |
|  | Added Area | --- | Rail Line |
| --- | City Limits | --- | Sewer Line |
| | | --- | Water Line |



City of Levelland, Texas
Revised
Tax Increment Reinvestment Zone # 2



PUBLIC INFRASTRUCTURE PROJECTS (SUMMARY)

ORIGINAL

<u>ITEM</u>	<u>EST. COST, \$K</u>
Industrial Park/Airport	
Railroad Spur	4,960
Road Construction	5,935
Utility Construction	1,028
Screening, Landscaping, Signage	<u>250</u>
SUBTOTAL	12,173
Mouzon Lane Sanitary Sewer and Lift Station	<u>2,000</u>
TOTAL	14,173

REVISED

<u>ITEM</u>	<u>COST, \$K</u>
Industrial Park/Airport	
Railroad Spur	4,415
Road Construction	2,225
Utility Construction (Relocation)	384
Other Construction	32
Engineering	1,075
Land Purchase	611
Mouzon Lane Sanitary Sewer	<u>1,015</u>
SUBTOTAL COMPLETED PROJECTS	9,757
Industrial Park/Airport	
Rail Expansion (Under Construction)	243
Other Infrastructure Projects	<u>4,000</u>
SUBTOTAL FUTURE PROJECTS	<u>4,243</u>
GRAND TOTAL	14,000

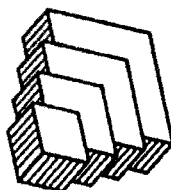
REVISED

FEASIBILITY ANALYSIS

January 2013

Tax Increment Financing Reinvestment Zone No. 2

City of Levelland, Texas



SCHRADER & CLINE, LLC

Larry D. Cline
4800 Broadway, Suite A
Addison, TX 75001
Ph: (972) 661-1973
Email: schcli@swbell.net

UPDATE: CURRENT SITUATION

The situation in the Levelland Industrial Park has changed considerably since creation of TIF No. 2 in 2009. These changes are summarized below.

PUBLIC INFRASTRUCTURE PROJECTS (SUMMARY)

The revised public infrastructure projects shown in Exhibit I (Revised) have been divided into two categories, projects which have been completed and future projects. The total expected cost is still within the amount approved as part of the original project plan, but costs have been adjusted to actual costs plus the estimated cost of future projects.

PRIVATE DEVELOPMENT ASSUMPTIONS

The 550,000 SF Project Gorilla and 20,000 SF Tex Rail Commodities projects anticipated in the 2009 Feasibility Analysis Exhibit II were cancelled and will not be completed. However, a new project, Titan Trans Loading has been added with an expected value of \$3.0 million in 2013 and another \$1.0 million in 2014, plus increased land value of \$440,000 in 2016. In addition, to be more conservative, the Other Development values have been reduced to \$1.5 million per year for years 2015 through 2026. [See Exhibit II (Revised)]

Exhibits III and IV have all been revised to reflect the changed assumptions. Exhibits V and VI have been deleted.

SUMMARY

Funds made available for the completed public infrastructure projects listed in Exhibit I (Revised) before funds become available from the TIF Fund have been provided as follows:

Levelland EDC	\$1,907,000
City of Levelland	250,000
Certificates of Obligation	4,300,000
Federal EDA	3,300,000
TOTAL	<u>\$9,757,000</u>

Funds for the rail expansion under construction and other future infrastructure projects (\$4,243,000) will be provided by the Levelland EDC.

Based on the analysis as shown in Exhibit IV (Revised), the TIF Fund is expected to provide income of \$2,347,000. These funds will be used to partially reimburse the Certificates of Obligation.

PUBLIC INFRASTRUCTURE PROJECTS (SUMMARY)

ORIGINAL

<u>ITEM</u>	<u>EST. COST, \$K</u>
Industrial Park/Airport	
Railroad Spur	4,960
Road Construction	5,935
Utility Construction	1,028
Screening, Landscaping, Signage	250
SUBTOTAL	12,173
Mouzon Lane Sanitary Sewer and Lift Station	2,000
TOTAL	14,173

REVISED

<u>ITEM</u>	<u>COST, \$K</u>
Industrial Park/Airport	
Railroad Spur	4,415
Road Construction	2,225
Utility Construction (Relocation)	384
Other Construction	32
Engineering	1,075
Land Purchase	611
Mouzon Lane Sanitary Sewer	1,015
SUBTOTAL COMPLETED PROJECTS	9,757
Industrial Park/Airport	
Rail Expansion (Under Construction)	243
Other Infrastructure Projects	4,000
SUBTOTAL FUTURE PROJECTS	4,243
GRAND TOTAL	14,000



PRIVATE DEVELOPMENT ASSUMPTIONS

Titan Trans Loading – 22 ac. site, 24,000 SF building
 Land Value – 22 ac. @ \$20,000/ac. = \$440,000
 Building Value -- \$4,000,000

<u>YEAR</u>	<u>NEW VALUE</u>		
	<u>BUILDING</u>	<u>LAND</u>	<u>TOTAL</u>
2013	\$3,000,000	--	\$3,000,000
2014	1,000,000	--	1,000,000
2015	--	--	--
2016	--	\$440,000	440,000
TOTAL	\$4,000,000	\$440,000	\$4,440,000

Other Development (Industrial Park/Airport)

<u>YEAR</u>	<u>NEW VALUE</u>
2015	\$1,500,000
2016	1,500,000
2017	1,500,000
2018	1,500,000
2019	1,500,000
2020	1,500,000
2021	1,500,000
2022	1,500,000
2023	1,500,000
2024	1,500,000
2025	1,500,000
2026	1,500,000
TOTAL	\$18,000,000

PRIVATE DEVELOPMENT - REAL PROPERTY

YEAR	NEW DEVELOPMENT VALUE, \$K	CUMULATIVE NEW DEVELOPMENT VALUE, \$K
2009	--	--
2010	--	--
2011	--	--
2012	81	81
2013	3,000	3,081
2014	1,000	4,081
2015	1,500	5,581
2016	1,940	7,521
2017	1,500	9,021
2018	1,500	10,521
2019	1,500	12,021
2020	1,500	13,521
2021	1,500	15,021
2022	1,500	16,521
2023	1,500	18,021
2024	1,500	19,521
2025	1,500	21,021
2026	1,500	22,521
2027	--	22,521
2028	--	22,521
TOTAL	22,521	22,521

TIF FUND CONTRIBUTION

YEAR	VALUE, \$K	TIF FUND, \$K*			TOTAL
		CITY	COUNTY	WATER DISTRICT	
2009	--	--	--	--	--
2010	--	--	--	--	--
2011	--	--	--	--	--
2012	81	--	--	--	--
2013	3,081	1	--	--	1
2014	4,081	22	10	--	32
2015	5,581	30	13	--	43
2016	7,521	41	18	--	59
2017	9,021	55	24	1	80
2018	10,521	65	29	1	95
2019	12,021	76	33	1	110
2020	13,521	87	38	1	126
2021	15,021	98	43	1	142
2022	16,521	109	48	1	158
2023	18,021	120	52	1	173
2024	19,521	131	57	1	189
2025	21,021	142	62	2	206
2026	22,521	153	67	2	222
2027	22,521	164	71	2	237
2028	22,521	164	71	2	237
2029	--	164	71	2	237
TOTAL	22,521	1,522	707	18	2,347

Based on 2012 tax rates of:

\$/100 valuation	
City	\$0.72600
County	0.31667
Water District	0.00754

Motion by Commissioner Barnett, seconded by Commissioner Thrash
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the TIF #2 for the Industrial
expansion, as per same Memorandum filed in TIF #1 recorded below.

There being no further business to come before the Court, the Judge declared
Court adjourned, subject to call.

The foregoing Minutes of a Commissioners' Court meeting held on the 1st
day of April, A. D. 2013, was examined by me and approved.

Curtis Thacker
Commissioner, Precinct No. 1

absent
Commissioner, Precinct No. 2

J. L. Barnett
Commissioner, Precinct No. 3

Tommy Cleverger
Commissioner Precinct No. 4

Raymond
County Judge

Irene Gumula
IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas

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