

SPECIAL MEETING  
FEBRUARY 8<sup>h</sup> , 2016

Be it remembered that on this the 8<sup>th</sup> day of February A.D. 2016, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special 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 (ABSENT)	Commissioner Precinct No. 1
Larry Carter	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 Clevenger, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 25<sup>th</sup> day of January, A.D. 2016, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through January 8<sup>th</sup>, A. D. 2016, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Barnett , 3 Votes Yes, 0 Votes No, that Commissioner's Court approve the Racial Profiling Report submitted by Constable, Precinct 5, as per Report recorded below



OFFICE OF CONSTABLE  
LANCE SCOTT  
HOCKLEY COUNTY, PRECINCT 5

Hockley County Constable  
Precinct 5  
802 Houston, Suite 105  
Levelland, TX 79336

Hockley County Commissioners Court  
802 Houston, Suite 101  
Levelland, TX 79336

January 13, 2016

Dear Commissioners Court,

As per Texas Code of Criminal Procedure Art. 2.134, I request an agenda item be added to the next scheduled meeting of the Commissioners Court to receive the 2015 Racial Profiling Report from the Hockley County Constable Precinct 5 Office.

Attached is the Racial Profiling Report. This agency claims a full exemption because it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Sincerely,

Lance Scott  
Hockley County Constable  
Precinct 5

Hockley County Constable, Precinct 5, 802 Houston Street, Suite 105, Levelland, TX 79336  
E-Mail: [lscott@hockleycounty.org](mailto:lscott@hockleycounty.org)

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## FULL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** HOCKLEY CO. CONST. PCT. 5  
**Reporting Date:** 01/13/2016  
**TCOLE Agency Number:** 219105  
**Chief Administrator:** MICHAEL LANCE SCOTT  
**Agency Contact Information:** Phone: 8064410497  
Email: [lscott@southplainscollege.edu](mailto:lscott@southplainscollege.edu)  
Mailing Address:  
HOCKLEY CO. CONST. PCT. 5  
802 HOUSTON, SUITE 105  
LEVELLAND, TX 79336

### 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: MICHAEL LANCE SCOTT

Chief Administrator

HOCKLEY CO. CONST. PCT. 5

Date: 01/13/2016

Submitted electronically to the



**The Texas Commission on Law Enforcement**

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**Motion by Commissioner Clevenger, seconded by Commissioner Barnett,  
3 Votes Yes, 0 Votes No, that Commissioner's Court approve the Fire Service Agreement with  
the City of Levelland, as per Agreement recorded below.**

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## FIRE SERVICE AGREEMENT

This Agreement is made by and between the CITY OF LEVELLAND, TEXAS (the CITY), and the COUNTY OF HOCKLEY (the COUNTY) for the purposes and in accordance with the provisions herein set forth;

1. This Agreement is made under the authority of, and in accordance with the provisions of, TEXAS LOCAL GOVERNMENT CODE Chapter 352, County Fire Protection, and Texas Government Code. Chapter 791, the Interlocal Cooperation Act. The purpose of this Agreement is to provide for fire protection in the portion of the County that is situated outside of the municipal boundaries of the City, because the CITY owns and operates a Fire Department as a department of its municipal government, but the COUNTY neither owns or operates any fire-fighting equipment, nor does it provide any type of fire protection, except as hereinafter set forth.

2. The CITY hereby agrees to provide fire-fighting services for the portion of the COUNTY situated outside the municipal boundaries of the CITY, using its equipment and personnel, subject to the following limitations:

A. The particular equipment and the number of personnel dispatched to any fire shall be within the sole discretion of the CITY's Fire Chief or his designee, taking into account such factors as (but not limited to), the size and type of the fire, the location of the fire, any special toxic or other high risk characteristics of the fire, its proximity to the other departments capable of responding, and the necessity of holding sufficient fire-fighting assets in reserve to respond to other fires that would require a response by the CITY's Fire Department.

B. This Agreement does not include the CITY's providing of fire prevention services, such as building or fire extinguisher inspections, risk assessments, public fire prevention or safety programs, or arson or suspicious circumstances investigations.

3. The COUNTY has provided equipment to, and made arrangements with, numerous irrigation well owners so that those wells can provide water to fire fighting equipment. The COUNTY shall be responsible for maintaining those well connections, and will provide the CITY with appropriate maps or other means for locating and using these wells to obtain necessary water.

4. The CITY presently may be a party to one or more Mutual Aid Fire Agreements with other Cities, which essentially provide for coordinated fire responses. Those Agreements are not affected by this Agreement, and are not made a part hereof.

5. In consideration of the CITY's providing fire-fighting services, the COUNTY agrees to pay to the CITY:

A. An annual minimum amount of \$120,000 to cover up to 200 County Fire Runs. This amount shall be paid in two equal installments, the first installment of \$60,000 being paid to the CITY as soon as practicable after January 1, 2015, and the second \$60,000 installment as soon as practicable after July 1, 2016.

B. The CITY shall periodically provide to the COUNTY reports on the number County Fire runs with each report to include a cumulative total for the calendar year.

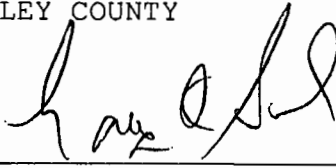
C. For each County Fire Run in excess of 200 the COUNTY shall pay an additional \$600, with the calendar year total not to exceed a total COUNTY obligation of \$140,000. Payment for these runs shall be made as soon as practicable after receipt of the CITY report documenting the runs.

6. The CITY and COUNTY each acknowledge that they have undertaken a comprehensive review of the costs of providing fire protection services to the citizens of the COUNTY, including those living inside and outside of the CITY, in order that those costs can be equitably borne. The CITY's and COUNTY's representatives have met, and the parties hereto agree that the conditions and responsibilities outlined in this agreement will likely serve as an equitable arrangement for another year. However, periodically the parties shall again undertake a comprehensive review of fire protection services and develop a new or revised fire service agreement when appropriate.

7. The term of this Agreement is for one year, commencing on December 1, 2015 and ending on November 30, 2016, subject to the review and approval for subsequent years as outlined in paragraph 6. above. The parties agree that this agreement represents an obligation of 2016 fiscal year funds only.

8. This Agreement supersedes all previous agreements of the parties concerning the subject matter hereof.

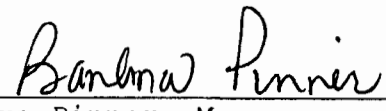
HOCKLEY COUNTY

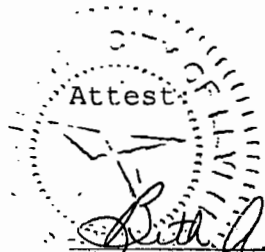
By:   
Larry Sprowls, County Judge

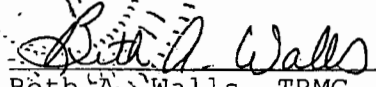
Attest:

  
Irene Gumula, County Clerk

CITY OF LEVELLAND

By:   
Barbra Pinner, Mayor



  
Beth A. Walls, TRMC, IPMA-CP  
City Secretary

**Motion by Commissioner Barnett, seconded by Commissioner Carter,  
3 Votes Yes, 0 Votes No, that Commissioner's Court approve the 2016 Public Assistance  
Guidelines, as per Guidelines recorded below.**

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**HOCKLEY COUNTY PUBLIC ASSISTANCE GUIDELINES**

For the purpose of determining eligibility, countable income is defined as monies available to the household in the thirty day period prior to the deadline date as determined by the Public Assistance Office. Countable income includes but may not be limited to:

- Earned Income
- Social Security
- Contributions
- Retirement/Pension
- Unemployment
- Workers' Compensation
- Child Support
- Bank Accounts (checking, savings, certificates of deposits, etc.)
- TANF
- Food Stamps
- Housing Payments to Landlords
- Utility Reimbursements
- Other Unearned Income

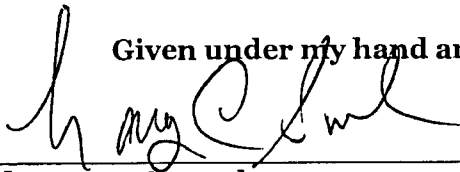
The base amount for determining public assistance eligibility is 75% of the Health and Human Services Poverty Guidelines which are recorded in the Federal Register.

In households consisting of an aged person or disabled person who is receiving Social Security, Social Security Disability (SSD), or Supplemental Security Income (SSI), 100% of the Federal Poverty Income Level (FPIIL) will be used to determine eligibility.

2016 HHS POVERTY GUIDELINES effective February 01, 2016			
Persons in Family/Household	Yearly @ 100%	Monthly @ 75%	Monthly @ 100%
1	\$11,880	\$ 742.50	\$ 990.00
2	16,020	1,001.25	1,335.00
3	20,160	1,260.00	1,680.00
4	24,300	1,518.75	2,025.00
5	28,440	1,777.50	2,370.00
6	32,580	2,036.25	2,715.00
7	36,730	2,295.63	3,060.83
8	40,890	2,555.63	3,407.50
Each add'l person	4,160	260.00	346.67

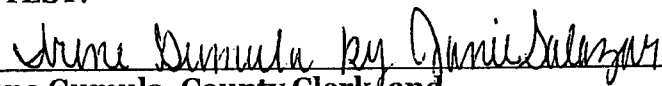
COMPLETE PUBLIC ASSISTANCE GUIDELINES ARE POSTED ON THE PUBLIC INFORMATION BOARD INSIDE THE COURTHOUSE.

Given under my hand and seal of said Court, this 8th day of February, AD, 2016.



Judge Larry Sprowls,  
Hockley County, Texas

ATTEST:



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

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**Motion by Commissioner Barnett, seconded by Judge Larry Sprows,  
4 Votes Yes, 0 Votes No, that Commissioner's Court approve the Contract Amendment with  
Chapman Harvey Architects and Teinert Commercial Building Services for property located at  
624 Ave. H, as per contract amendment recorded below.**

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# CONTRACT AMENDMENT

<b>PROJECT</b> Hockley County Building Renovation 624 Ave. H Levelland, TX	<b>AMENDMENT NUMBER</b> <b>DATE:</b>	004 2/4/2016	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> Teinert Commercial Building Services 4009 Clovis Road Lubbock, TX 79415	<b>ARCHITECT'S PROJECT NUMBER</b> <b>CONTRACT DATE:</b> <b>CONTRACT FOR:</b>	1323 8/29/2013 Construction Management at-Risk	<b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

**THIS CONTRACT IS AMENDED AS FOLLOWS:**

*This amendment incorporates the Guaranteed Maximum Price for phase III. renovations.*

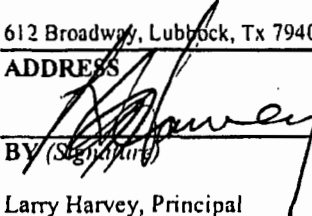
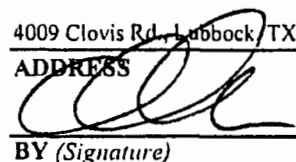
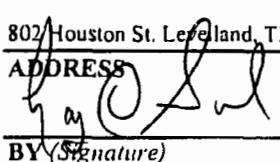
The Original GMP per the Contract Agreement was	\$ 29,955.00
The net change by previously authorized Amendments was	\$ 2,191,386.00
The GMP prior to this Amendment was	\$ 2,221,341.00
The GMP will be increased by this Amendment in the amount of	\$ 29,212.00
The new GMP including this Change Order will be	\$ 2,250,553.00

The date of Substantial Completion as of the date of this Amendment, is July 5, 2016 for the work referenced herein.

The following attachment(s) to this Contract Amendment are hereby fully incorporated by reference:

<u>Attachment</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
PCO # 06	PCO # 06 - New Fire Line	2/1/2016	2

**NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER AND OWNER.**

Chapman Harvey Architects	Teinert Commercial Building Services	Hockley County
<b>DESIGN FIRM</b>	<b>CONSTRUCTION MANAGER</b>	<b>OWNER</b>
612 Broadway, Lubbock, Tx 79401	4009 Clovis Rd., Lubbock TX 79415	802 Houston St. Levelland, TX 79336
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
		
<b>BY (Signature)</b>	<b>BY (Signature)</b>	<b>BY (Signature)</b>
Larry Harvey, Principal	Chad Henthorn, President	Judge Larry Spowls
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
February 4, 2016	February 4, 2016	February 4, 2016
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

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February 2, 2016



Hockley County  
802 Houston St.  
Levelland, Tx 79336

RE: **Hockley County Phase III. Office Building**  
**PCO # 06 - New Fire Line**

Mr. Sprowls

Please consider the proposed price to furnish and install a new 4" water line from Austin St. to the building for the fire suppression system. Price includes all necessary excavation, piping, testing & pavement repairs required by City of Levelland. This change is being required by the City of Levelland. Teinert is requesting this be a change amendment to the contract.

<b>Changes:</b>	
Fire Line	\$28,500.00
Overhead & Profit	WAIVED
P&P Bond (2.5%)	\$712.00
	<hr/>
<b>Total</b>	<b>\$29,212.00</b>

Sincerely,

Teinert Commercial Building Services

Jacob Kirkland  
Project Manager

Approved by:

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**Guardian  
Utility  
Construction LLC.**

**(806) 780-6652 Lubbock TX**

**Proposal**

Date	Proposal#
11/20/2015	1126

Address
B Double K Fire Protection

Activity	Quantity	Rate	Project
			Leveland Fire Line
			Amount
<ul style="list-style-type: none"> <li>Main line wet tap in Austin St. Includes-               <ul style="list-style-type: none"> <li>- Dig to expose existing ductile iron water line.</li> <li>- Install stainless steel tapping sleeve with valve, and test sleeve as per City of Leveland standards</li> <li>- Perform wet tap on existing water main line</li> <li>- Pour concrete thrust blocks under new valve and behind tapping sleeve</li> </ul> </li> </ul>	1	6,996.00	6,996.00
<ul style="list-style-type: none"> <li>Install approx. 88' of fire line from wet tap to finished floor. Includes-               <ul style="list-style-type: none"> <li>- Backhoe crew and vacuum excavator crew to excavate trench thru alley.</li> <li>- Install ductile iron riser 12" above finished floor</li> <li>- Pressure test and flush line</li> </ul> </li> </ul> <p>Note-</p> <ul style="list-style-type: none"> <li>- Windstream communications requires that all excavations within 2' of the their facilities in alley must be performed by hand or vacuum excavator. Proposed fire line will parallel and cross Windstream duct run.</li> <li>- Due to existing utilities, the majority of the excavation thru the alley will have to be performed with a vacuum excavator</li> </ul>	1	12,088.00	12,088.00
<ul style="list-style-type: none"> <li>Remove and replace pavement. Includes-               <ul style="list-style-type: none"> <li>- Remove and replace 148 SqSt of asphalt pavement</li> <li>- Remove and replace 96 SqFt of concrete pavement</li> <li>- Haul off spoils</li> <li>- Backfill all excavations under pavement with 2SK flowable-fill</li> </ul> </li> </ul>	1	9,416.00	9,416.00
<b>Total</b>			<b>\$28,500.00</b>

Accepted By

Accepted Date

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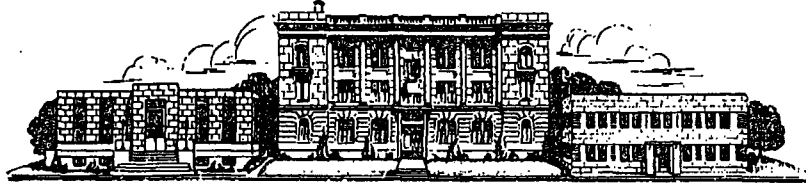
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**Motion by Commissioner Carter, seconded by Commissioner Barnett,  
3 Votes Yes, 0 Votes No, that Commissioner's Court approve the rental of office space for the  
Texas Department of Public Safety.**

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,  
3 Votes Yes, 0 Votes No, that Commissioner's Court approve the Letter in opposition Senate  
Bill 182 relating to the calculation of the ad valorem rollback tax rates of certain taxing units, as  
per Letter recorded below.**

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# Hockley County

Levelland, Texas

Larry Sprowls  
County Judge

802 Houston, Suite 101  
LEVELLAND, TEXAS 79336

February 8, 2016

The Honorable Paul Bettencourt  
Texas Senate  
P.O. Box 12068  
Austin, Texas 78701

Dear Senator Bettencourt:

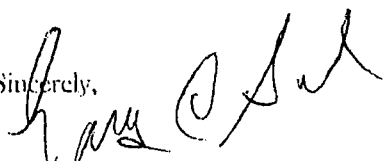
As the Hockley County Judge, I am writing to express my concern and opposition for Senate Bill 182 relating to the calculation of the ad valorem rollback tax rates of certain taxing units.

Reducing the percentage of rollback tax necessary to trigger an election from 0.08% to 0.04% will substantially increase the number of mandatory elections held by our county causing an unfunded mandate. My office estimates this legislation will place an unnecessary financial burden on our county in the amount of ~~\$35,000.00~~ per election. These funds are not allocated in our budget and our county will be forced to either find a new revenue source to cover the cost of a mandated election, or more likely, streamline an already tight budget and cut necessary services to our community in order to reach this burden.

Currently, county and city taxes make up only 16 percent of the taxes levied across the state while schools, for example, account for 55 percent of all property tax bills statewide. These arbitrary appraisal caps will create an unfair and inequitable shift in the tax burden levied for annual maintenance and construction of county roads and infrastructure. The funds necessary to meet this demand will further reduce the resources the county is able to dedicate to other necessary governmental functions.

Our county, along with the Association of Rural Communities in Texas would like to work with you and your staff in finding a solution to this problem. Unfortunately, the bill in its current form is not a viable option for rural and small counties in Texas.

Sincerely,

  
Larry Sprowls  
Hockley County Judge

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**Closed meeting at 10:30 A.M. concerning matters pursuant to Section 551.074 of the Texas Government Code. Court back in session at 11:10 A.M. .**

**Motion by Commissioner Carter, seconded by Commissioner Barnett,  
3 Votes Yes, 0 Votes No, that Commissioner's Court approve the appointment of Callie Nations as the Hockley County Librarian, as per Appointment recorded below.**

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THE STATE OF TEXAS  
COUNTY OF HOCKLEY

COMMISSIONERS' COURT  
HOCKLEY COUNTY, TEXAS

ORDER TO APPOINT HOCKLEY COUNTY LIBRARIAN

It is the order of the Commissioners' Court of Hockley County that CALLIE NATIONS be appointed to the office of Hockley County Librarian.

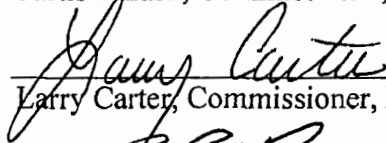
**DONE IN OPEN COURT**, this the 8<sup>TH</sup> day of February, 2016, upon motion by Commissioner, Larry Carter, seconded by Commissioner, J.L. Barnett



Larry Sprowls, Hockley County Judge

Absent

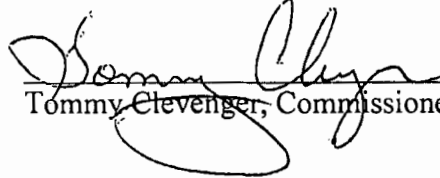
Curtis Thrash, Commissioner, Precinct 1



Larry Carter, Commissioner, Precinct 2

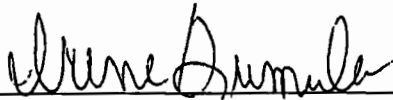


J.L. Barnett, Commissioner, Precinct 3



Tommy Clevenger, Commissioner, Precinct 4

ATTEST:



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

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 3<sup>rd</sup>  
day of February, A. D. 2016, was examined by me and approved.

absent  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner Precinct No. 3

Sam Carter  
Commissioner, Precinct No. 2

Tommy Clew  
Commissioner Precinct No. 4

Raymond  
County Judge

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