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 6th day of February, 2017 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, January 23, 2017.
- 2. Read for approval all monthly bills and claims submitted to the court and dated through February 6 2017.
- 3. Hear Public Assistance monthly report.
- 4. Consider and take necessary action to update Public Assistance income guidelines.
- 5. Consider and take necessary action to approve revisions to the Mallet Event Center and Arena License Agreement and Procedures and Guidelines.
- 6. Consider and take necessary action to review and approve new contract with Data Line for printer maintenance.
- 7. Hear presentation by Eric Rejino, Assistant City Manager of the City of Levelland, for the city's Strategic Plan.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: Sharla Baldridge, Hockley County Judge

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 2nd day of February, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

745

PAGE

Dated this 2nd day of February, 2017.

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

FILED FOR RECORD
O'CLOCK___M

FEB 02 2017

County Clerk, Hookley County, Texas

REGULAR MEETING FEBRUARY 6, 2017

Be it remembered that on this the 6th day of February A.D. 2017, 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:

Sharla Baldridge
Curtis D. Thrash
Larry Carter
J. L. "Whitey" Barnett
Thomas R "Tommy" Clevenger (ABSENT)

County Judge
Commissioner Precinct No. 1
Commissioner Precinct No. 2
Commissioner Precinct No. 3
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 Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on January 23, 2017, A. D., be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through February 6, 2017, A. D. be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her January 2017, monthly approvals and denial request 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 January 2017.

APPROVED APPLICANTS

APPLICANT	PHYSICAL ADDRESS	TOWN	REQUEST	AMOUNT
Lucy Hyson	1205 - 11 th St	Levelland	Shelter	\$150.00
Maria Martinez	1109 - 10th St	Levelland	Gas	\$ 75.00
Matilda Rodriguez	1824 - 9th St	Levelland	Electric	\$ 75.00
Jose Gonzales	226 Cherry St., #28	Levelland	Shelter	\$150.00
Rosalee Flores	6778 Bear Rd., Sp. B	Lubbock	Electric	\$ 75.00

DENIED APPLICANTS

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

\boxtimes	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.
\boxtimes	Not all money received by household, either income, available funds or contribution, was reported by household.
\boxtimes	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.
П	Other reason -

APPLICANT	PHYSICAL ADDRESS	TOWN
Amy Mclean	211 Poplar, #D	Levelland
Lupe Orosco	301 - 5th St	Levelland
Ashley Baker	3941 Owl Rd, Box A	Ropesville
Rebecca Savell	1102 Sherman, #23	Levelland

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Vote Yes, 0 Votes No, that Commissioners' Court update Public Assistance income guidelines, as per Income Guidelines recorded below.

VOL. 64 PAGE 748

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 (FPIL) will be used to determine eligibility.

2017 HHS POVERTY GUIDELINES effective February 01, 2017					
Persons in Family/Household	Yearly @ 100%	Monthly @ 75%	Monthly @ 100%		
1	\$12,060	\$753.75	\$1,005.00		
2	\$16,240	\$1,015.00	\$1,353.33		
3	\$20,420	\$1,276.25	\$1,701.67		
4	\$24,600	\$1,537.50	\$2,050.00		
5	\$28,780	\$1,798.75	\$2,398.33		
6	\$32,960	\$2,060.00	\$2,746.67		
7	\$37,140	\$2,321.25	\$3,095.00		
8	\$41,320	\$2,582.50	\$3,443.33		
Each add'l person	\$ 4,180	\$ 261.25	\$ 348.33		

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

Given under my hand and seal of said Court, this _

_ day of February, AD, 2017.

Judge Sharla Baldridge Hockley County, Texas

ATTEST:

Irene Gumula, County Clerk, and

Ex-Officio Clerk of Commissioners' Court,

Hockley County, Texas

VOL. 64 PAGE 749

MISSIONER

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve revisions to the Mallet Event Center and Arena License Agreement and Procedures and Guidelines, as per Revisions and Agreement recorded below.

VOL 64 PAGE 750

HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA LICENSE AGREEMENT

RENTER:		•	
CONTACT:		POSITION:	
PHONE NUMBER:		□Office □Cell □Otl	ner:
EMAIL:			
RENTER ADDRESS	S+:		
	CITY:	STATE: ZIP	CODE:
EVENT NAME**:		1	
EVENT DATE(S)/T	IMES:		4
	:(date)	(reservation time)	(event time)
Day 1:			
Day 2:	(date)		
Day 3:	•	(reservation time)	
Day 4:	(date)		(event time)
CATEGORY:	Rodeo/Team Roping/Barrel Race		
(CIRCLE)	Wedding/Reception	Birthday/Quinceanera	Business
	OTHER:		
PURPOSE (AND NO OT	HER PURPOSE):		
ATTENDANCE (EST	IMATED):		
	s address. Notify MECA Representative if addresses con Advertising on Website and Social Media	nflict.	
1. Representative any modifications there this Agreement and any deal with any other representations. Agreement and in MEAny violation or disre	and Arena, a political subdivision of toove, agrees to the following: s of Parties. RENTER, listed above, is the eto. RENTER designated CONTACT as a modifications. Unless otherwise notified resentative of RENTER with respect to the License granted hereunder is subject to the License granted hereunder is subject. A Procedures and Guidelines attached legard of any of the terms, conditions or see, and cancellation of any or all Events, be a subject to the conditions of the terms.	e sole person authorized to bind its duly authorized representated in writing by RENTER, MEC. he subject matter of this Agreement ect to all terms, conditions and hereto and incorporated herein by restrictions set forth herein sha	MECA to this Agreement or ive empowered to enter into A shall have no obligation to ent. It restrictions set forth in this by reference for all purposes. It be grounds for immediate
3. Fee Terms.			
Original Controller fees in the Cost Schedule	nal Contract Quote. RENTER agrees to ract Quote representing the total of all for amounts set forth and in accordance we, attached here to as "Exhibit A" and incordance to as "Exhibit A" and incorda	acility rental fees, equipment re ith the payment due dates specif porated herein for all purposes.	ntal fees, custodial fees, and fied and calculated in MECA
"Tentative Hol of damages. If refundable in i refund shall be	d" on a specific event date. At MECA'S see TENTER cancels the Event ninety (90) of the full amount. If cancellation occurs nine given and MECA shall have the right to ECA'S rental costs. The amount of the second control of the second costs.	sole discretion, the Event Deposit calendar days prior to the schedu ty (90) calendar days or less prior retain the Event Deposit as liqu	t may be applied towards cost led Event Date, the deposit is or to the date of the Event, no lidated damages, and not as a
00514870;4	BH:AN/EX:		red 1/20/2017 ted 1/16/2017

2

HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA LICENSE AGREEMENT

- 3.2.1 If a check is used to pay the final balance, the deposit will be held until payment check is processed through Hockley County's designated banking establishment.
- 3.3 <u>Payment.</u> The balance of the Original Contract Sum is due no later than fourteen (14) days prior to commencement of the Event (Banquet Hall) or within thirty (30) days after the completion of the Event (Arena/Non-Banquet).
 - 3.3.1 MECA requires a valid Credit Card to be held on file until such time an event is completed and the Original Contract Sum is paid in full. If an event is required to pay the Original Contract Sum prior to the commencement of the event, the Credit Card is held for any additional charges made to the account. The Credit Card must be received by MECA Representative seven (7) days prior to commencement of event. For any reason the Credit Card must be charged, MECA Representative will contact RENTER prior to processing the charges. RENTER will receive an updated invoice of all charges made to credit card within seven (7) days of the completion of the event. \square Exempt Approved by: ______ (FOR OFFICE USE ONLY)
 - 3.3.2 Failure to pay final Contract Sum within thirty (30) days upon completion of the event will result in loss of \$300.00 Event Deposit and any future date(s) held. After a sixty (60) day delinquent period, the account will be turned over to a Collection Agency or appropriate Debt Collector to recover the debt. RENTER may be responsible for any associated legal fees or collections costs.
 - 3.3.2.1 <u>NSF Check.</u> If RENTER'S check, for any payment, is returned claiming not sufficient funds (NSF), RENTER will forfeit Event Deposit and MECA will no longer accept any payment via check. In the instance where a NSF check is reported, a payment cannot be made by cash or credit card to rectify outstanding payment.
 - 3.3.2.2 <u>Arena/Non-Banquet Event.</u> If RENTER is unable to pay the Original Contract Sum within the thirty (30) day period for reasons of Event Sponsorship Payments or Hotel Occupancy Tax Funding, RENTER must submit in writing an extension to MECA prior to the thirty (30) day deadline. At MECA's sole discretion, MECA will set an extended deadline to resolve payment issues. After the thirty (30) day deadline, no payment agreement will be entered into between MECA and RENTER.
 - 3.3.2.3 RENTER that does not pay within sixty (60) days will relinquish all future Event dates. For any and all new events booked once delinquent payment is received, RENTER must pay the Original Contract Sum thirty (30) days prior to the commencement of the Event. If the Original Contract Sum Payment is not received in the stated time, the event will be cancelled at MECA's discretion.
 - 3.3.2.4 Following two (2) failed payments or payment issues, all events currently booked, on hold, or deemed a repeat event will be cancelled and RENTER, at sole discretion of MECA, will forfeit the right to host any events, present or future.
 - 3.3.3 For meetings that occur weekly, bi-weekly, and/or monthly, contact MECA for booking options.
- 4. <u>Liability for Damages.</u> MECA shall be authorized to retain out of the Event Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on MECA premises during or in connection with the Event. If no such damages are sustained, MECA shall refund the Event Deposit to MECA within thirty (30) days following Event conclusion. If the Event Deposit is insufficient to cover the total cost of damages, RENTER shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, MECA shall calculate the amount of excess damages after that date and shall send RENTER an invoice showing such amount, which RENTER shall pay within thirty (30) days of receipt.

receipt.	•		
during the Event providing	g the types of coverage, m	ninimum limits of liabil	ain liability insurance coverage for the time period ity and covering itself and the additional insured(s) l purposes. An original, signed certificate of insurance
00514870;4	BH:	AN/EX:	Approved 1/20/2017
		VOL. 64	PAGE 75 Updated 1/16/2017

3

HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA LICENSE AGREEMENT

meeting the requirements of this paragraph and "Exhibit B" must be delivered to MECA not later than thirty (30) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize MECA to cancel this Agreement and to re-license use of the Licensed Space. MECA Representative, with sole discretion, may accept a copy of a homeowner's insurance policy to substitute for the certificate described in "Exhibit B" if circumstances warrant.

- 6. <u>Indemnity.</u> Except for any matters over which RENTER retains exclusive control during the Event, RENTER agrees to and shall indemnify, save and hold MECA harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon MECA premises as a result of or for the purpose of attending the Event. This Indemnity and Hold Harmless Agreement shall apply whether such loss, injury or damage is caused in part by MECA, Hockley County, its officers, MECA Representatives or employees, unless caused by the their gross negligence and/or willful misconduct. It is the express intent of the parties that, by the terms hereof, MECA and Hockley County may be indemnified for the consequences of its own negligence (other than gross negligence).
- 7. Compliance with Laws, Rules and Regulations. RENTER and its officers, directors, employees, agents, patrons, customers and guests and anyone coming upon MECA premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Hockley County and City of Levelland laws and ordinances, as well as all rules and regulations provided by HOCKLEY COUNTY to regulate behavior at MECA. RENTER and its patrons, customers, guests, officers, directors, employees and agents shall observe all posted signs on MECA premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at MECA'S discretion, be removed from MECA premises.

8. Animal Policy.

- 8.1 <u>Animals</u>. There are many rules and regulations that have been implemented by the Texas Animal Health Commission for protection of both animals and clientele. For rules and regulations specific to the species in which you work, visit the TAHC website at http://www.tahc.state.tx.us. If you have questions regarding any of this information, please visit http://www.tahc.state.tx.us/agency/contact.html#A1. If Licensee's event requires some type of paper (health, coggins, etc.), it is the Licensee's responsibility to ensure those are checked and logged on MECA records (a blank record will be provided to each RENTER).
- 8.2 <u>Dangerous Wild Animals.</u> RENTER may not possess or permit others to possess a dangerous wild animal on MECA premises unless: (i) RENTER is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, RENTER/Owner has provided MECA with written approval from the City of Levelland to possess a dangerous wild animal on MECA premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEXAS HEALTH & SAFETY CODE.
 - 8.3 Removal of Deceased Animals. Owner is solely responsible for the removal and disposal of deceased animal(s) immediately upon death. If animal is left on MECA premises, MECA has the right to bill RENTER a \$200.00 fee. RENTER is responsible all additional removal and disposal fees.
- 9. <u>Licenses and Permits.</u> Except as otherwise expressly provided herein, RENTER shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.
- 10. <u>Vendors.</u> Event Vendor, Vendor Show, and Vendor Partnership must comply with all rules and regulations, attached here to as "Exhibit C" and incorporated herein for all purposes.
 - 10.1 Vendor Shows/Vintage Markets must require all vendors to have appropriate EIN or Tax Identification Number required by the Texas Comptroller of Public Accounts.

11. Food, Beverage, and Sales.

- 11.1 Food and Beverage Concessions. MECA reserves all food and beverage concession rights.
- Sales of Other Items. RENTER shall have the right to sell items such as programs, novelties and clothing as are approved in advance and in writing by MECA. In no event shall RENTER be permitted to sell, or to offer for sale, any food or beverage item in individual portions. Any other sale of food or beverage items must be approved in advance and in writing by MECA and must be in packages that discourage on-premises consumption. RENTER,

•	0 0	_	_			
00514870;4	BH:	AN/EX:_			Approved 1/20/2017	
	,	vni = 6.4	PAGE	753	Updated 1/16/2017	•

HOCKLEY COUNTY MALLET EVENT CENTÈR AND ARENA LICENSE AGREEMENT

subject to approval of MECA Representative may give out free food or beverage samples. RENTER shall be responsible for complying with all applicable City of Levelland regulations.

- 11.3 <u>Food and Beverage Catering.</u> RENTER shall be allowed to bring catered food or beverages upon MECA premises through a qualified caterer. In no event shall RENTER'S caterer be permitted to bring, offer or serve alcoholic beverages upon MECA premises. Caterer must present MECA with appropriate Licenses and Insurance. In the event RENTER requests full use of the kitchen, Liability Insurance is required. For additional information, refer to MECA Insurance Policy.
- 12. Alcohol. Consumption and handling of alcoholic beverages is a serious consideration when planning an event. The policy of the Mallet Event Center & Arena (MECA) is designed to provide maximum safety for event patrons. RENTER needs to be fully aware of these policies for events at which alcoholic beverages are to be available to their guests. Likewise, RENTER must designate a sober, decision making person that can be consulted by security and/or MECA personnel throughout the event. The permits that are allowed at MECA require higher levels of attention, control and restriction than licenses for stand-alone restaurants and bars. RENTER must contract alcohol catering through a TABC Catering Permitted service to serve on MECA property. TABC Servers Licenses not permitted as a Catering License. The contracted alcohol catering service must present TABC Catering Permit to MECA Representative prior to Event. Consumption of alcoholic beverages on MECA premises is a privilege, not a right. Abuse of the privilege can result in the discontinuation of all service of alcoholic beverages during RENTER'S Event.
 - 12.1 TABC Permits are not permitted as Alcohol Catering Services. The TABC Handler must be employed by the holder of TABC Catering Permit.
 - 12.2 If a vendor requests to sell alcohol at a Vendor Show, RENTER must consult with MECA Representative thirty (30) days prior to the commencement of the event. RENTER is required to follow rules and regulations as stated under "Exhibit D".
- 13. <u>Security.</u> RENTER, at its sole expense, shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that MECA, in its sole discretion, determines to be necessary. RENTER shall schedule security through MECA Representative. The parties acknowledge and agree that MECA shall not be responsible for the actions and safety of RENTER or any of RENTER'S guests, patrons, or anyone else coming upon MECA premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting RENTER'S property or the property of such persons from loss or damage.
 - 13.1 Security Form ("Exhibit E") must be returned to MECA Representative fourteen (14) business days prior to the commencement of the Event.
- 14. Additional Equipment, Services and Fees. MECA shall provide only the additional equipment and/or services indicated on "Exhibit A." MECA reserves the right to require the use of any such additional equipment and/or services if and when MECA deems that the safety of MECA and the public require the same. RENTER agrees to pay for any such additional equipment and/or services at the rates indicated in accordance with "Exhibit A".
- 15. Control of Facility and Right to Enter. In permitting RENTER to use the Licensed Space under the License granted hereunder, it is understood by the parties that MECA does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of MECA may enter MECA premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by RENTERS.
- 16. <u>Defacement of MECA</u>. RENTERS shall not injure, mar, or in any manner deface MECA premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of MECA nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on MECA premises unless the material is used in accordance with its intended use <u>and</u> unless MECA Representative is notified in advance that such material will be brought on MECA premises.

00514870;4	BH:	AN	1/EX:		<u>. </u>	Approved 1/20/2017
		VOL.	64	PAGE	754	Updated 1/16/2017

5

HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA LICENSE AGREEMENT

- 17. <u>Pyrotechnics</u>. Pyrotechnics are prohibited at all times on MECA premises. If an event requires Pyrotechnics, RENTER must submit a request in writing thirty (30) days prior to the commencement of the event for approval by MECA.
- 18. Occupancy Interruption. In the event that MECA, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which MECA has no control, should find it impossible to provide the Licensed Space as contracted herein, MECA may cancel this Agreement and shall refund any prepaid charges to RENTER but shall have no other liability to RENTER on account of such cancellation.
- 19. Evacuation of Facility. Should it become necessary in the judgment of MECA to evacuate MECA or MECA premises for life safety purposes or for other reasons of public safety, RENTER at the sole discretion of MECA Representative, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another RENTER. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of MECA Representative based on the situation. RENTER hereby waives any claim for damages or compensation from MECA as a result of such evacuation.
- 20. <u>Relationship of Parties</u>. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between MECA and RENTER. MECA shall exercise no supervision or control over the employees of RENTER or others in the service of RENTER, and MECA shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between MECA and RENTER, or cause MECA to be liable in any way for the debts and obligations of RENTER.
- 21. Non-Assignment. RENTER may not transfer or assign this Agreement, sublease the Licensed Space, or allow use of the Licensed Space other than as herein specified, without the express written consent of MECA.
- 22. <u>Place of Performance</u>. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Hockley County, Texas.
- 23. <u>Compliance with Industry Public Entertainment Facilities Act.</u> The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.
- 24. Equine Professional and Livestock Sponsor Notices. If RENTER is an equine professional or a livestock show sponsor, as such terms are defined by Texas Civil Practice and Remedies Code Chapter 87, RENTER shall comply with the provisions of that Chapter and shall include in its written contracts with participants, and post and maintain, the warning notice in the form and manner required pursuant to the provisions of Chapter 87.
- 25. <u>Use of Name</u>. RENTER agrees that it shall not use the name of the Hockley County Mallet Event Center and Arena (MECA), the name Mallet, or any trade mark, logo, or brand of Hockley County or the Mallet Ranch in any campaign of advertising, or in any commercial or promotional manner whatsoever without the express written consent of the County. Provided, however, that renter may use the name of the Hockley County Mallet Event Center and Arena for the limited purpose of referring to the location of its event.
 - 26. Right to deny. MECA reserves the right to deny service or admittance to anyone.

27. Entire Agreement.	This Agreement constitutes the entire agreement between MECA and R	ENTER.
No other agreement, statement,	or promise relating to the subject matter of this Agreement which is not contained	ed in this
Agreement or incorporated by re	eference in this Agreement shall be valid or binding.	

00514870;4	ВН:	AN/EX:	Approved 1/20/2017
	VNI	64 PAGE 755	Updated 1/16/2017

00514870;4

BH:____

AN/EX:

Approved 1/20/2017 Updated 1/16/2017

Purpose

In an effort to make your experience at the Mallet Event Center and Arena as uncomplicated as possible and to assure your event is a resounding success, we have compiled this information to answer your frequently asked questions and to offer an expanded explanation of our License Agreement.

Booking

A group, individual, or business ("RENTER") using the Mallet Event Center & Arena ("MECA"), must obtain permission from MECA Representative. Contracts for use of MECA, or any part thereof, will be issued in printed form. No verbal agreement for use of MECA shall be binding upon either party.

Events are placed on "Tentative Hold" at MECA on a first-request basis. However, a request may be declined at MECA Representative's sole discretion based upon the seasonal, monthly or daily requirements of other events in that same time frame.

Events are "booked" at MECA once an Event Deposit and License Agreement are returned to MECA Representative. Event has ten (10) days from "Tentative Hold" request to return both required items. If the ten day hold expires without either document, the date will be released at MECA'S sole discretion.

Events may be booked one (1) year in advance. Returning events (those wishing to renew on an annual basis) are given first right of refusal, but rebooking must take place within ten (10) days upon the completion of the event. Based on availability, an annual event renewal will be based on approximate date, not weekends by month or year. In the event a month changes from five weeks to four weeks, MECA will work with RENTER on other available dates.

MECA Representative reserves the right to utilize all rental areas within the Facility. When booking conflicts arise, the final determination regarding the use of the facility shall be made by MECA Representative.

RENTER's Representative

RENTER's Representative must be present at MECA during the contracted period of the event. This includes the movein, the event, and the move-out. With the exception of MECA Staff, RENTER'S Representative should be the last person to leave the building.

RENTER will be responsible for proper placement and management of all MECA equipment/items. In some cases, the RENTER will be required to designate a single point of contact or liaison to MECA operations staff that will be solely responsible for instructing staff on highly specific event needs. This person will deal directly with MECA staff person in charge as designated by RENTER.

Suitability of Space

The decision as to whether or not a proposed activity is appropriate for the desired area within MECA shall rest solely with MECA Representative.

Payment

Payments must be made by RENTER in accordance with MECA License Agreement Section 3.3. Failure of compliance with the Payment Section by RENTER will result in forfeit of MECA rental.

Cancellation Policy

A full refund of the deposit will be given if an event is cancelled ninety (90) calendar days prior to commencement of event. If cancellation is made less than ninety (90) calendar days from a scheduled event, no deposit refund will be issued. However, advance payments will be refunded in full upon cancellation with no penalty.

Damages

Damages will result in immediate loss of deposit. Damages exceeding Event Deposit shall be paid to MECA within thirty (30) days of receipt of an invoice, issued by MECA to RENTER, of such additional damages.

VOL. 64 PAGE 757

Approved 7/16/2013 Updated 1/25/2017 1

Event Services

Rental of MECA consists of the rental area, one-time setup (based on information provided by RENTER to MECA Representative), utilities, and basic custodial services. All other equipment/items are rented separately according to "Exhibit A". MECA will not provide any equipment or tools such as rakes, shovels, water hoses, kitchen utensils, cleaning supplies, office supplies, etc. RENTER is responsible for removing table decorations, decor, and all other items that are personal property immediately following the conclusion of the event.

RENTER is not required to clean the rental area. MECA, however, is not responsible for items left behind.

RENTER is responsible for the salaries of any additional labor required to serve the event. These may include, but are not limited to; ticket takers/sellers, ushers, stagehands, sound or light technicians, show office personnel, heavy equipment operators, all arena help, EMT personnel, and security.

Temporary electrical cords (extension cords) must be electrically grounded, adequately sized and in good repair. RENTER or RENTER'S vendor must secure any of its cords which cross an aisle or pedestrian walkway so as not to create a tripping hazard. MECA does not provide electrical cords or power strips.

Janitorial Service

MECA staff will provide trash cans (with liners) for easy cleanup of the event area. The cans will be checked during the course of any event and emptied and replaced when needed. RENTER is responsible for removal of all trash, crates, boxes, lumber and packing materials prior to event opening and following move out. RENTER is responsible for cleaning and disposing of related debris after a catered event. Any expense incurred by MECA for removal of the above mentioned items will result in the loss of RENTER'S Deposit.

Set-Up Diagrams

A set-up diagram is requested one (1) month prior to an event. A MECA Representative, based on information given by RENTER, will produce the diagram. Once a diagram is complete to the RENTER'S satisfaction, the RENTER will approve the diagram. For any changes made to the diagram in within five (5) business days prior to the event, \$200.00 will be added to the final invoice. This includes, but not limited to, changes in setup diagram including, but not limited to, adding sections of the banquet hall, changes in dance floor size or position, changes in stage size and position, additional seating for more than twenty five (25) people, panel setup, Announcer Stand position, or changing times in or out of the building. For any changes forty-eight (48) hours prior to any event, \$500.00 will be added to the final invoice for per individual change.

Insurance

See Exhibit "B".

Vendors

See "Exhibit C".

Alcohol

See "Exhibit D".

Security

See "Exhibit E".

Food and Beverage

Concessions, or fast food event sales, are provided in-house.

VOL. 64 PAGE 758

- Concessions are defined as food and beverage available during an event and paid for by the individual placing the order. No food or beverage may be brought into the facility unless as a part of a catered meal.
- RENTERS are not permitted to operate their own concessions.
- Concessions hours can vary from 7:00 am 9:00 pm. Concession hours will be made according to each individual
 event needs. Once the concession hours are scheduled, they will NOT change even if the event goes longer than
 discussed with MECA Representative except in emergency/extreme situations.
- Concessions are provided by MECA and in the case in which concession sales are under \$350 for any individual event, the concession stand may not operate at the next similar event held by the same RENTER. In the case that concessions are not provided, the vending machines, located in the concourse, will be available for use.
- Exhibitors are not allowed to sell food or beverages in individual portions. Any items sold by exhibitors must be in packages that discourage on premise consumption. Exhibitors may give out free samples (City of Levelland regulations apply). Samples must be approved in writing by a MECA Representative two (2) weeks prior to commencement of event.

For a catered meal, the RENTER is allowed to use an outside caterer. Below are a few regulations regarding food and beverage:

- A catered meal is defined as one where food and beverage is provided during a specific time frame and is paid for at one time by RENTER or a Representative of RENTER.
- RENTER may choose a caterer from the "MECA Preferred Catering List". If RENTER opts to use a caterer not
 listed, a "Catering Opt Out Fee" will be added to Final Invoice. All caterers not on the "Preferred Catering List"
 will be required to present all appropriate licenses and insurance to MECA Representative two (2) weeks prior to
 commencement of Event.
- All catered functions have the option of kitchen access and will be charged in accordance with "Exhibit A".
- The caterer for any event is responsible for the bussing of the tables during or after the event and making sure all food-related trash is properly disposed. In the case where the caterer does not bus the tables, RENTER is responsible and deposit will be withheld.
- The caterer is responsible for turning off all gas equipment and making sure the ovens are clean at the completion of the event.
- The caterer must have staff on duty through the serving of the meal.
- All food must meet safety and permit requirements set by the City of Levelland.

Decorating

RENTER is solely responsible for all decorating. RENTER must bring all supplies necessary to accomplish this task. Decorations must be removed at the conclusion of the event unless prior arrangements have been made with MECA Representative. MECA will not be responsible for any items left in MECA.

- All tables and chairs must be rented through MECA.
- Ceiling decorations are permitted by written approval of MECA Representative.
- Painters tape is the only adhesive permitted for attachments to the building. No tape may be applied to any painted surface. Foam/double sided tape, gorilla tape, or duct tape is not allowed as decoration adhesive.
- Staples, nails, pins, glue, tacks or screws are not allowed as a fastener for decorations on any MECA wall or equipment (i.e. tables/chairs).
- Helium filled latex balloons may be used as decorations only in the banquet hall. Balloons that escape and become lodged on overhead fixtures become the financial responsibility of RENTER for removal. A lift devise, if rented to remove balloons, will be billed to RENTER. If open flame candles are present, Mylar balloons are not allowed.

VOL. 64 PAGE 759

- · Hay, glitter, confetti or artificial snow are not permitted in MECA.
- · Rice and bird seed are permitted outside only.
- Except for cut flower arrangements, dead plant material such as trees or shrubs must be completely defoliated. Real Christmas trees (including freshly cut or live) and hay are prohibited.
- Vehicles are not allowed beyond bollards for loading or unloading.
- Candles are allowed only if in protective devices (see Fire and Safety Regulations).
- All tables must be covered by linens. RENTER is responsible for all linens needed for food service at the
 event including linens for tables and buffet tables. Rental of linens can be made through MECA. If linens are
 rented outside of MECA, a \$35.00 Opt Out Fee will be added to the invoice. See "Exhibit A" for details.

Any expense incurred by MECA for cleaning, removal, repair or replacement occasioned by RENTER'S decorations will be charged to RENTER at the prevailing rate as stated in the "Damages" section hereof.

Helium Tanks/Compressed Gas

Helium tanks shall be adequately secured at all times to prevent damage to tank, i.e. chained to an immovable object. The pressure regulator/filler valve shall be removed and protective cap installed except when in actual use.

No other compressed or bottled gas may be brought into MECA without prior permission from MECA Representative and the City of Levelland Fire Chief.

Butane, propane, acetylene and other flammable gases are strictly prohibited in all MECA buildings.

Gas Fire Pits

There are two (2) gas fire pits on MECA patio that may be used for Banquet Hall events by request only. RENTER must request the use of fire pits two (2) weeks prior to commencement of event.

During inclement weather, discretion to use the fire pits lie solely with MECA Representative.

No food may be cooked over or on top of the fire pits, including roasting marshmallows.

Media Equipment Use

Projectors, screens, podiums and microphones are available with the rental of the Banquet Hall at no additional cost to RENTER.

If using a projector for any event, a copy of RENTER'S media must be emailed or brought to MECA two (2) days prior to the event in order to test the software. Failure to do so could result in media failure. Presentations created on MAC computers must be saved in a PC compatible format.

MECA will not supply a MAC HDMI adaptor or AUX cables.

Signage

RENTER shall receive permission from MECA Representative prior to attaching banners or decorations to any part of MECA. MECA reserves the right to control all signage used at MECA. This includes, but is not limited to, content, location, construction and quality. Banners must be placed so that they do not impair sight light, traffic ways, or exiting signage. RENTER is responsible for hanging and removing banners. MECA is not responsible and will not store banners left after an event. MECA does not supply wire, zip ties, or other devices to hang banners.

Any banners advertising beer or other alcoholic beverages must comply with Texas Alcoholic Beverage Commission statutes.

No handbills or other fliers may be placed in/on vehicles parked on MECA premises.

VOL. 64 PAGE 760

MECA Partnership Signage

MECA has permanent facility Partnership signage displayed in the building. Such signage may not be covered or removed during any event.

MECA Digital Signage

MECA Digital Signage is reserved for MECA Partnerships and upcoming events only.

Fire and Safety Regulations

MECA Representative and the City of Levelland Fire Chief (or Designee) shall have final authority on matters regarding fire and safety within MECA complex. The City of Levelland Fire Department (or Designee) will be allowed full access to all areas of the complex during events. Below are a few general guidelines:

- All exits and aisles leading to exits must be clear at all times and must maintain minimum clearances.
- All fire extinguisher boxes, pull stations, fire lanes and fire department valves must be unobstructed at all times.
- All open flames must be in a protective device; such as a globe, hurricane or votive-type holder and flames must not extend above the protective device, nor should decorations extend above the protective devices.
- Table decorations must be flame proof, if used in conjunction with an open flame; no dried or dead plant material.
- No grills or open flames are allowed within ten feet of any overhead structures. All pits and cookers must be located on paved surfaces only.
- No fireworks (including sparklers) or explosive devices shall be allowed at MECA.
- No heat lamps or bucket water heaters may be used at any time.

Additionally, the City of Levelland Fire Chief reserves the right to require a fire watch for events that he deems may present an actual or potential hazard. In this case, the expense of this additional protection is the sole responsibility of RENTER.

Ambulance Service

If an event requires an ambulance or EMS services, the event is responsible for contacting and paying for such services. Contact should be made in a timely manner and is at the discretion of the RENTER. Only Levelland EMS is authorized to transport in the case of an incident. For additional information, contact the Levelland EMS at 806-894-8855.

Weapons Policy

Weapons, concealed or otherwise, are prohibited on the entire premise including parking areas, and any building, or portion of the building, operated by MECA, whether leased or owned by the corporation, except as otherwise permitted by Texas Government Code Chapter 411.

"Weapon" is defined as set forth in Chapter 46.01 (1-17) of the Texas Penal Code and includes concealed handguns.

This prohibition shall not apply to a licensed security officer, a licensed peace officer, a member of the armed forces, national guard, guard employed by a penal institution or an officer of the court, when such person is in the actual discharge of his official duties as such, nor shall it apply to unloaded guns for sale or display at a scheduled gun show event and checked and made safe at the door.

Violations will be prosecuted in the manner provided by law.

VOL. 64 PAGE 761

Ammunition

Ammunitions must be segregated from the gun show and purchasers are not allowed in MECA with ammunition. RENTER must provide proof that its insurance coverage does not exclude the sale of ammunitions.

Keys and Locks

MECA will not provide RENTER with keys to any rental spaces.

Children

Children attending events must be supervised by a parent or guardian at all times. Children must be contained to the area rented and not allowed to intrude into unrented areas or other events going on simultaneously within the complex. Toys, such as footballs, scooters, roping dummies, etc., are not allowed on the concourse. MECA is not responsible for accidents.

Parking

MECA provides free parking for all events. Paved parking lots are located in front and behind MECA with overflow parking located behind the RV Park. Handicapped parking is located in front of MECA. Parking is not permitted in fire lanes, grassy areas or sidewalks.

Smoking Policy

Smoking is prohibited in any MECA facility; this includes the Arena, Banquet Hall, Expo, and Warm-up areas. Receptacles are placed outside the facility for RENTER'S convenience.

Vehicles in Buildings

For any motor vehicle to be parked inside MECA during occupancy, the following conditions must be met:

- 1. Fuel tanks shall not be more than ¼ full.
- 2. Fuel caps shall be taped shut or fitted with a locking cap.
- 3. Batteries must be disconnected and leads taped.

Boats with portable fuel tanks must have fuel tanks removed. Boats with permanent fuel tanks must comply with items 1-3 above.

Lawnmowers, garden equipment and all portable power equipment with internal combustion engines must not contain any fuel.

If vehicles will be inside the facility on concrete, a protective covering must be placed underneath the vehicle. Final say in position of the vehicle will be up to MECA Representative at all times.

Outside Grounds

MECA is not responsible for accidents involving any motorized or non-motorized recreational vehicle on any MECA property, including but not limited to skateboards, bikes, scooters, golf-carts, or four wheelers.

Injury, Loss, Theft or Damage

MECA will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belonging to or under the control of RENTER. MECA is not responsible for the injury, death, damage, loss, or theft of any livestock or livestock equipment, including trailers, tack, feed, livestock, and all personal belongings of RENTER or his patrons. RENTER agrees to obtain, at its own expense, insurance necessary to cover such objects in case of their injury, loss, theft or damage (see "Exhibit B").

VOL. 64 PAGE 762

7

Hockley County Mallet Event Center & Arena 2017 Procedures and Guidelines

Injury, Loss, Theft or Damage (Continued)

RENTER will not cause or permit any nails, spikes, anchoring devices, lighting fixtures or communication devices to be driven into or affixed in any manner to any interior or exterior portion of the building or premises without direct consent of and under the supervision of MECA Representative, nor may any signs, posters, or advertising material of any nature be affixed to any portion of the building or premises or places in any part of the premises without consent of MECA Representative. RENTER may not change the color or alter any portion of the premises or equipment therein, and is not permitted to do anything which might damage or change the finish or appearance of the premises and furnishings therein. RENTER shall pay the cost of repairing any and all injury or damage which may be done to the premises, including fixtures, equipment and furnishings by an act of RENTER, his employees or agents. MECA Representative shall determine whether any such damage has occurred, the amount of the damage and the cost of repairing such damage, and whether the damage is of a nature that RENTER shall be held responsible.

Animals

There are many rules and regulations that have been implemented by the Texas Animal Health Commission for protection of both animals and clientele. For rules and regulations specific to the species in which you work, visit the TAHC website at http://www.tahc.state.tx.us. If you have questions regarding any of this information, please visit http://www.tahc.state.tx.us/agency/contact.html#A1. If RENTER'S event requires some type of paper (health, coggins, etc.), it is the RENTER'S responsibility to ensure they are checked and logged.

No horses, livestock or other animals of any type, except service dogs, will be allowed in, on or upon any portion of MECA other than the Arena floor and Expo Hall (if Expo Hall has been rented for animal use). Unless arrangements have been made for an agility or dog show with MECA, dogs will not be allowed inside any of MECA facilities. No livestock or any other animals can be left in the Arena, Alley, or Warm-up overnight. For overnight usage of the Expo Hall for Stock Show Events, approval by MECA Representative is required two (2) months prior to Event.

MECA will assume no responsibility for providing any labor for feeding, watering or handling stock used during any event.

RENTER must require a current owner's original negative coggins health certificate on all horses entering MECA.

Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a livestock show sponsor is not liable for any injury to or the death of a participant in the livestock show resulting from the inherent risks of livestock show activities.

Upon the event a deceased animal must be removed, the removal and fees are the sole responsibility of the Owner, at no liability to Hockley County, MECA, or RENTER. If the owner does not remove the animal prior to the completion of the event, RENTER will be charged a \$200.00 fee and all additional removal and disposal fees.

RENTER must require appropriate original health certificates on all livestock entering MECA.

Unloading/Loading Procedures

For safety, all trailers will turn onto Equalizer Road to gain access to MECA. No trailers are allowed into the main entrance without MECA Representative approval. Unloading and loading must take place in designated areas. Those designated areas will be communicated to RENTER and it is their responsibility to communicate those areas participants. Unloading/loading must be done in a timely manner. To help save space at area hotels, we encourage all trailers be parked in the designated area on MECA property.

Heavy Equipment

A Tractor Driver or Loader Operator may be requested to assist with event needs. Cost will be added to RENTER'S final invoice in accordance with "Exhibit A". This must be scheduled through MECA Representative one (1) month prior to the commencement of an event.

VOL. 64 PAGE 763

Hold Harmless

By acceptance of the contract, the Renter covenants and agrees to indemnify and hold MECA and Hockley County and its officers, employees, and directors harmless from any and all liability for loss, injury and damages to any person or persons or property that may be sustained by reason of occupancy and use of MECA.

Use of Name

RENTER agrees to not use the name of the Hockley County Mallet Event Center and Arena, the name Mallet or MECA, or any trade mark, logo, or brand of Hockley County or the Mallet Ranch in any campaign of advertising, or in any commercial or promotional manner whatsoever without the express written consent of MECA. Provided, however, the RENTER may use the name of the Mallet Event Center and Arena for the limited purpose of referring to the location of its event.

Property

All items purchased by MECA are property of MECA and must remain on MECA grounds.

Messages

Messages can be taken by MECA staff in MECA Business Office during normal office hours, but it is the responsibility of RENTER to check them periodically. Only in the case of an emergency will messages be delivered prior to RENTER inquiry.

Freight Deliveries

RENTER will need to contact MECA if materials need to be shipped to MECA prior to shipment. MECA will not accept responsibility for damage or loss. Security of items shipped in advance or displayed during events must be arranged by RENTER. MECA does not arrange return shipping of any items left after an event; RENTER must arrange for pickup. MECA does not sign for any livestock or packages for any event.

Calendar of Events

MECA Calendar of Events is located at http://www.malleteventcenter.com. If the event is a private event, it is labeled as such.

VOL. 64 PAGE 764

9

Hockley County Mallet Event Center & Arena 2017 Procedures and Guidelines

	_ (RENTER) acknowledge that I have received, read, and rept the terms and conditions and understand that if I do d and I may incur additional fees.
RENTER .	
Name (Printed):	
Signature:	
Date:	·
	v.
MECA Representative	
Name (Printed):	· ·
Signature:	· · · · · · · · · · · · · · · · · · ·
Date:	· · · · · · · · · · · · · · · · · · ·

VOL. 64 PAGE 765

lenter:				Date of Event	:
vent Name:					
Item	Details	Unit	Qty	Rate	Amount
eposit	Must be paid to hold event date	event	1	\$300.00	, .
	Banquet Hall Facility Rental Fees				
	Banquet Hall No Extra Move-in Day	T :	T		
	1 Section	day		\$325.00	
	2 Sections	day		\$450.00	
	3 Sections	day ,		\$600.00	
	Banquet Hall Move-in Day: 8:00 a.m 5:00 p.m. business da	y prior			
•	1 Section	day		\$50.00	
	2 Sections	day		\$75.00	
	3 Sections	day		\$100.00	
	Additional Move-in hours from 5:00 p.m 10:00 p.m.	hour		\$100.00	
	One (1) extra event hour in Banquet Hall (1:00 am)	hour	1	\$100.00	
	urs: 7:00 a.m 12:00 a.m.				
	Banquet;Hall;Business;Meeting Facilty;Rei	ital Fees	irin da		
	Banquet Hall: Business Meeting: 1'Section	day		\$250.00	
	Banquet Hall: Business Meeting: 2 Sections	day		\$345.00	
	Banquet Hall: Business Meeting: 3 Sections	day		\$450.00	
usiness Meeting Rent	al Hours: Monday-Thursday. Must qualify for "Business Meetir	g" Rates.			
	Arena Facility Rental Fees New				
	Arena (Fri-Sun)	dáy	T	\$850.00	
	Arena (Mon-Thurs)	day		\$500.00	
	Warm-up Arena	day		\$500.00	
	Dirt Packing Charge	event	1	\$250.00	
	Dirt Add Charge (Sand, etc.)	event	1	Price Varies	
	Arena Additional Hours	each		\$100.00	
	Arena Move-In/Out day: 8:00 a.m 5:00 p.m. (Beyond 4	,			
	Consecutive Hours)	day		\$200.00	
	Additional Move in hours from 5:00 p.m 10:00 p.m. (Move	-		1	
	in plus additional hours)	hours		\$100.00	
rena Rental Hours: M	onday- Thursday: 8:00 am- 8:00 pm; Friday- Saturday- 7:00 a.n	n12:00 a.m	١.		
	ExpolFacility Rentalifees (n diga		
	Expo Hall Rental	day		\$600.00	
	Expo Hall with Weekday Move-in 8:00 a.m 5:00 p.m.	1.		1	
	(Banquet Events Only)	day		\$700.00	
	Expo Concession	day		\$75.00	
	Additional Move-in hours from 5:00 p.m 10:00 p.m.	hour		\$100.00	
	Other Facility Rental Fees in the				u Kicipina
	Parking Lot with amenities	day		\$200.00	A STATE OF THE PARTY OF THE PAR
	Parking lot without amenities	day		\$100.00	
	Classroom	day	 	\$100.00	
Monday-Thursday	Concourse		+		
Rental ONLY	Patio	day		\$100.00	
Cellial Chart	: 7:00 am- 12:00 am	day		\$100.00	

VOL. 64 PAGE 766

ltem	Details	Unit	Qty	Rate	Amoun
	Equipment Rentalifees				
	Kitchen Use (catering) Package 1 includes fridge, freezer,	Manana isota	- Indiana	- Alexander Harris	************
	warmer, ice machine, prep tables	hour		\$25.00	
		Inoui		\$25.00	
	Kitchen Use (catering) Package 2 includes Package 1, stove,		ļ		
	ovens, fryer	hour		\$50.00	
	Tables .	each .	<u>'</u>	\$2.00	
	Chairs	each	<u> </u>	\$0.50	
	Stage (4X8 Section)	section		\$25.00	
	Banquet Hall Dance Floor	20X20		\$150.00	
		30X30	1	\$200.00	
		40X40		\$275.00	
	Coffee or Tea Bar (2 Canisters)	canister		\$15.00	
	Copies- Black and White	each		\$0.10	
	Copies- Color	each		\$0.50	
	Piping and Draping	foot		\$1.00	
	Piping and Draping Booth (10X10 booth)	booth		\$40.00	
	Table Linens	each		\$4.00	
	Napkins	each		\$0.50	
	Linen Opt Out Fee	event		\$35.00	
	Prefered Vendor Opt Out Fee (Catering and/or Alcohol)	event		\$150.00	
	Loader w/ Operator	hour		\$50.00	
	Tractor Driver	per 8 hours		\$100.00	
	Other rees	r V garte ij			
AND THE PERSON	Stalls (1st night include 1 bag of Shavings)	day	I THE	\$20.00	SABAGE CONTRACTOR
	Shavings (requested additional)	each		\$8.00	
	RV Space Rentals	day		\$25.00	
	Ticket Office w/ setup	day		\$100.00	
		50-150	-	\$175.00	
	Sheep/Hog Pens (Includes Setup and Cleanup)	151-200	{	\$300.00	
		201 +	-	\$450.00	
	S)		ļ		
	Shavings Opt Out Fee (Sold by Event. See "Stall, RV, and	50-150	ł	\$175.00	
	Shavings Information")	151-200	1	\$300.00	ļ
		201 + .		\$450.00	
	Setup Change Fee: 5 days prior	event		\$250.00	
na mendingsi samerai	Setup Change Fee: 48 hours prior	per item	H+1550.412432.4	\$500.00	
CONTRACT					
	To be calculated in Event Pro Invoice System				A STATE OF THE STATE OF
				Approved	
			ļ	Updațed	2/1/2016
				ļ	ļ
		ļ			
	·				
, , , , , , , , , , , , , , , , , , ,				1	
	<u></u>		-		

VOL. 64 PAGE 767

"Exhibit C"

HOCKLEY COUNTY MALLET EVENT CENTER & ARENA VENDOR INFORMATION

VENDOR SHOW.

A Vendor Show is defined as an event whose purpose is to exclusively host multiple vendors for the purpose of selling merchandise, crafts, repurposed goods, etc. to a public audience.

- RENTER is responsible for the registration, collection of booth fees, setup diagram, marking of booth spaces, and event day setup.
- A rental of the MECA for a Vendor Show will consist of the services listed in the "Procedures and Guidelines" under "Event Services".
- MECA Partners are prohibited from setting up a Vendor Booth during Vendor Shows. MECA Partners must contract through RENTER and will follow rules and regulations of the Show.
- Accurate count of electric drops and internet password requests must be provided to the MECA seventy-two
 (72) hours prior by the RENTER.

VENDOR SHOW COST:

Internet: \$10.00/Space
Electric: \$25.00/Space

Facility Rental: Per MECA Cost Schedule ("Exhibit A")

• Tables: \$2.00

Chairs: \$0.50

EVÉNT VENDOR.

An Event Vendor is defined as a Vendor who is associated with an Event, not classified as a Vendor Show, and not partnered with the MECA.

- RENTER is responsible for the registration, collection of booth fees, and day setup.
- MECA has sole digression of Vendor placement.
- If RENTER will have Event Vendors, RENTER must specify at the time of signing MECA License Agreement.
- MECA Partners are allowed to setup a Vendor Space during Events. If MECA Partner requests a Vendor Booth during RENTER'S event, MECA Representative will contact RENTER forty-eight (48) hours prior to commencement of event. MECA will not add Event Vendor Fee for MECA Partner booth spaces.
- RENTER will supply MECA with a final count of Event Vendor count forty-eight (48) hours prior to event.
- Fee includes: Booth size of 10X10 or 10X20 to be setup on an area designated by the MECA, 1 table, and two
 chairs. Does not include internet or electric.
- MECA Representative will add Event Vendor Booth Fees to RENTER'S final invoice per day.
- Event Vendors are not allowed to move-in prior to RENTER'S contracted date(s).

EVENT VENDOR COST:

- Booth Fee: \$25.00/Vendor/Day (Includes 1 Table, 2 Chairs and 10X10 or 10X20 Space)
- Electric: \$25.00/Space
- Internet: \$10.00/Space

VENDOR.

A Vendor is defines and a person or company offering something to sell at an Event that is not contracted as a sponsor or partner with the RENTER or MECA.

 A Vendor is allowed to setup a booth at the MECA for any event except Vendor Shows, private events, or events where RENTER holds sole discretion of vendors:

VENDOR COST:

- 10x10 Booth: \$50.00/day (Includes Electric, Internet, 1 Table, 2 Chairs)
- 10X20 Booth: \$75.00/day (Includes Electric, Internet, 1 Table, 2 Chairs)

MECA VENDOR PARTNERSHIP.

A MECA Vendor Partnership is defines as a Vendor who is a contracted Partner of the MECA. For MECA Vendor Partnership options, call the MECA Main Office at 806-894-4161.

VOL. 64 PAGE 768

Revised:

MALLET EVENT CENTER & ARENA ALCOHOL POLICY

Consumption and handling of alcoholic beverages is a serious consideration when planning an event. The policy of the Mallet Event Center & Arena (MECA) is designed to provide maximum safety for event patrons. Renters need to be fully aware of these policies for events at which alcoholic beverages are to be available to their guests. Additionally, Renters must designate a sober, decision making person that can be consulted by Security and/or MECA personnel throughout the event. The permits that are allowed at the MECA are not typical and as such, require higher levels of attention, control and restriction than licenses for stand-alone restaurants and bars. Consumption of alcoholic beverages on the MECA premises is a privilege, not a right. Abuse of the privilege can result in the discontinuation of all service of alcoholic beverages during RENTER'S event.

Options for hosting an event with alcohol are as follows:

Option 1: A Renter can hire a caterer from the MECA preferred vendor list* to serve or sell alcoholic beverages at their respective event. For additional information, see the Texas Alcoholic Beverage Code Chapter 31 Caterer's Permit**.

Option 2: A non-profit organization (requires a 501-C-3) may hire a Private Club located in Hockley County to serve or sell alcoholic beverages during an event. All required TABC permits must be issued for the date of the event. The permit holder must have the permit at the event at all times. The permit holder will be responsible for bringing and removing all alcohol to and from the MECA. For additional information, see the Texas Alcoholic Beverage Code Section 33**.

Security Requirements:

- Renters who choose to host an event with alcohol will be required to have a minimum of two (2) Security Officers
 during the hours in which alcohol is served, which will be scheduled by the Renter through the MECA Security
 Coordinator.
- 2. Security Officers are authorized to enforce the law, including, but not limited, to public intoxication and minor in possession laws and ordinances.
- 3. At any time, security reserves the right to suspend or completely discontinue the sale or service of alcoholic beverages at any event. This will most often occur when it is determined by security that a significant number of attendees should no longer be provided with alcoholic beverages. This will also occur when the Renter or decision making persons of an event organization willfully violate these policies.
- A floor plan must be submitted to hired security that specifies the location where alcohol will be kept during the event.

Rules and regulations for alcohol consumption:

- The individual or agency sponsoring the event assumes responsibility for compliance with all Texas Laws, Hockley County
 and City of Levelland policies governing the dispensing and serving of alcoholic beverages.
- No alcoholic beverages may be sold without the proper Permit. A Caterer having the required permits to serve alcoholic
 beverages is required at events offering "CASH" bar(s) or events requiring the pre-purchase of a ticket (or the purchase of a
 ticket at the door) at which, once entry is made, alcoholic beverages are available.
- 3. Alcohol must be brought, served, and disposed of by TABC Caterer ONLY.
- 4. Alcoholic beverages may only be served in self-contained areas that are not open to the public, or with public access. Typical areas where alcoholic beverages may not be served are parking lots, unfenced lawns, lobbies and reception areas, unless these areas can be restricted from general public access. Alcoholic beverages are not allowed outside the designated room(s) for that event.
- 5. Service or consumption of alcohol will be permitted only between the hours of 5 p.m. to one hour prior to the conclusion of the event according to the time stated on the License Agreement.

"Exhibit D"

- Proper identification shall be required of each person to consume alcohol when alcohol is served. If identification cannot be provided, then that individual may no longer be able to consume alcohol at the event.
- 7. Only persons of legal drinking age may possess, be served, or be permitted to consume alcoholic beverages. Signs to this effect must be posted at the event.
- 8. Renter shall be responsible for providing adequate security, as outlined in with "MECA Procedures and Guidelines."
- 9. No glass bottles will be allowed. An exception of wine and champagne is allowed if served by Caterer.
- 10. The amount of alcohol consumed by any guest will be the sole responsibility of the Renter, the Caterer and/or the Daily Temporary Club Permit holder and not the responsibility of the MECA. The MECA, along with Hockley County, its staff and any representatives shall not be liable for any and all injuries, death, or property damage which might occur as a result of allowing alcohol consumption at or in connection with any event at the MECA. Any violation of these rules can result in the immediate shutdown of the event and forfeiture of all rent and deposits paid and due.
- 11. Renter assumes full responsibility for the character, acts and conducts of <u>all persons</u> admitted to said premises during the term of this contract and Renter shall comply with all laws of the United States, and the State of Texas, the "MECA Procedures and Guidelines", all ordinances of the City of Levelland and Hockley County and all rules and requirements of the Police and Fire Departments, or other Authorities of the City of Levelland and Hockley County.
- 12. Wine that remains sealed in baskets or gift boxes for auctions, awards, or gift exchanges can be allowed without charge. However, removal of the wine from the sealed basket or box will require its immediate removal from the building by the Renter. This allowance will not be extended to any other form of alcoholic beverage.
- 13. At no time will the MECA waive the authority to enforce the alcohol policy.
- 14. Non-alcoholic beverages and food must be readily available to guests at events where alcohol is served.
- 15. The MECA reserves the right to control the time and length of an event in which alcohol is served as well as the amount of alcohol made available to guests. The MECA further reserves the right to deny service to individuals and discontinue the service of alcohol.
- 16. A Renter may choose to opt-out of using a MECA Preferred Caterer for a fee of \$150.00. All required permits and insurance for the caterer are due 2 weeks prior to the event.
- 17. Unauthorized alcoholic beverages brought into the MECA will be confiscated. Alcohol cannot be brought onto the premises or taken out of the premises unless it is by the TABC Caterer. No coolers or BYOB (Bring Your Own Beer) is allowed at any time.

*See Rules and Regulations for exceptions.

** To view the Texas Alcoholic Beverage Code, log on to https://www.tabc.state.tx.us/laws/code_and_rules.asp.

RENTER	DATE
MECA REPRESENTATIVE	DATE

Mallet Event Center and Arena Security Information RENTER: Phone Number: Email Address: Event: Date: Time of Event: Space Rented: Guest Count: Alcohol Served: ☐ YES* \square NO *If yes, fill out the following information. Alcohol Caterer: Time Alcohol Being Served: Type of Alcohol Being Served: (Check all that apply) Beer Wine Liquor Additional Information: Rules and Regulations: *Security is a requirement of the MECA, at the sole discretion of the MECA Representative. *Renter, at the sole discretion of the MECA, shall be solely responsible for the adequate supply of required security as stated in the MECA License Agreement and Exhibit D. *Security must be booked through the MECA Security Coordinator by returning this Exhibit to the MECA Representative no later than fourteen (14) days prior to commencement of the event.. Renter is not allowed to bring in outside security for any reason. *Failure or refusal to provide adequate security will forfeit the right to hold Renter's Event at the MECA. *Events that are required security are solely responsible for the cost of Security Officers. Officers must be paid via cash or check prior to the commencement of the event. COST: \$35.00 per hour per guard By signing "Exhibit E", RENTER agrees all information stated is correct and will remain accurate prior to and during the event. If any changes occur, RENTER must contact MECA Representative forty-eight (48) hours prior to commencement of event. Signature: Date:

Approved: 1/30/2017

MALLET EVENT CENTER & ARENA STALL, RV, AND SHAVINGS INFORMATION

INFORMATION.

- 288 Stalls (168 wooden stalls, 120 panel stalls)
- Covered open air stall barn
- Enclosed Stall Barn Office located inside Stall Barn
- 84 RV Spaces (50 w/ Electric, Water, Sewer, 34 w/ Electric, Water) Electric Hookup includes 50 amp, 30 amp, 120V
- Shavings: Suncoast 8CF Mini-Flake
- No outside shavings allowed on MECA Premise

RULES AND REGULATIONS.

- RENTER must advertise Stall and RV Rental on all advertisement including, but not limited to, social media, advertisement flyers, radio ads, etc. in a clear and obvious space. If rental information that is not listed on printed flyers, RENTER may forfeit Event Deposit at sole discretion of the MECA.
 - MANDITORY FLYER STALL AND RV RESERVATION INFORMATION:
 - "For Stall and RV Reservations, call 806-894-4161 (M-F, 9 am- 5 pm). Reservations taken until 24 hours prior to event. The Mallet is not a 24 hour facility. For Stall Barn Office hours, visit www.malleteventcenter.com. Reservations STRONGLY encouraged."
- If MECA handles stalls and RV spaces, MECA is responsible for setup, turnover, and cleanup.
- If RENTER handles Stalls, MECA will be responsible for the setup and cleanup before and after the event. RENTER is responsible for booking, assigning, staffing, and the cleanup of stalls that turnover during an event.

MECA HANDLED STALLS/RV/SHAVINGS.

STALLS:

- COST: \$20.00 per night (Includes 1 bag of shavings)
- One horse per pen
- Horses cannot be tied to trailers or stalled in temporary pens overnight. Owner will be charge \$100.00 impound fee per horse.

EVENT HANDLED STALLS/RV/SHAVINGS.

STALLS:

- COST: \$10.00 per night (Does NOT include bag of shavings)
- One horse per pen
- Horses cannot be tied to trailers or stalled in temporary pens overnight. RENTER will be charge \$100.00 impound fee per horse.

RV:

- COST: \$25.00 per night
- One RV per space

Shavings:

\$8.00 per bag

RV:

- COST: \$25.00 per night

- Each stall required at least 1 bag

EVENT HANDLED SHAVINGS FOR CATTLE, PIG, OR SHEEP SHOWS.

- If a specific brand of shavings is requested, RENTER may bring shavings to sell.during an event.
- RENTER will incur "Shavings Opt Out Fee" on the final invoice.
- RENTER must request the "Opt Out" in writing to the MECA Representative two (2) months prior to the commencement of the Event.
 - RENTER must insure no outside shavings are brought in by participants.

SHAVINGS OPT OUT FEE:

- 50-150 Pens: \$175,00 151-200 Pens: \$300.00
- 201+ Pens: \$450.00

CATTLE

- 336 Cattle Ties available inside the Expo.
- 333 Cattle Ties available under Stall Barn
- Cattle Shows: No cattle allowed to tie out or stall in Rough Stock area
- Flake shavings must be purchased from MECA. No outside flake shavings allowed at any time.

SHEEP/GOATS/SWINE

- 300-5X5 Pens Available
- 10- 5X5 Wash Bays Available
- Ring- 40X50 with lead up and exit alley, Announcer Stand, 10 pens available for ring.
- 5 sets of Portable Stands available
- For custom pen and ring setup, RENTER must submit in writing to MECA Representative

PEN COST:

- 50-150 Pens: \$175.00
- 151-200 Pens: \$300.00
- 201+ Pens: \$450.00

- One RV per space

Shavings:

- \$8.00 per bag

VOL. 64 PAGE 772

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Vote Yes, 0 Votes No, that Commissioners' Court approve the new contract with Data Line for printer maintenance, as per Contract recorded below.



4019 34th Street – Lubbock Texas, 79410 P: (806) 795-0658 F: (806) 795-3232

	Equi	pment iv	iaintenance	Agree	nent			
☐ Reg	ular	✓ Meter	Click	In Sho	р	☐ Rer	ntal	
Your office equipment listed wi fee. Data-Line Office Systems customer request during norm	agrees to ma	intain the equ	ipment in normal o	perating co	ndition.	All machin	es will be serviced upon	
All costs for Labor and will be done l			ntract will be b s, using factory-	-			-	
⋉ Drums	+	☐ Therm	al Heads/Boards	Du Du	plicato	r Master		
⋉ Develor	oer	Duplica	itor Ink	⋉ Otl	ner			
▼ Toner		Fax Dr	um/OPC Master					
		B&W =	See Attach	ed				
Drums not covered by	this agreeme	ent, will be v	varranted on a pro	rated basis	for	ir	mages or one year.	
Includes n/a	B&W image	s per month	🗷 ,year 🗀 . All e	xcess imag	ges will	be billed	at \$0.024 each.	
Includes n/a	Color images	s per month	,year . All	excess ima	ges will	be billed	at \$0.180 each.	
All necessary parts will be replace Data-Line Office Systems is not re Neglect or failure to Follow	esponsible for r	maintenance se	rvice if: damage is ca	used by Accid	dent, Mis	use, Act of G	Sod, Line Voltage Problems,	
This agreement is non-transferabl Data- Line Office Systems respon either party. When cancelled, D	sibility for mair	ntenance shall Systems shall	remain in effect until	this agreeme	nt is can	celled with a	30 day notice in writing by	
Mainten *(If not an original p	ance Agreei urchase wa	ment will be	in effect, when f	ull payme covered a	nt has lafter th	been recei e first dru	ived. um replacement)	
Customer: HOCKLEY COUNTY				Date:	Date: February 9, 2017			
Address:				From:		ily 9,	To:	
City:	802 Houston St. State: Zip:			Phone	Phone:			
Levelland		Tx	79336		806-8	394-607	0	
Make & Model		建物的概 例	Serial Number				Amount	
See Attached		9	See Attached				per B&W Image per Color Image	
Accepted By Customer:	ş-				Accept	ed By Dat	ta-Line Office Systems:	
Sharla Kaldric	lge_	· ·	·		11/4	MAL		
	0		VOL. 64	PAGE	77	4		

Hear presentation by Eric Rejino, Assistance City Manager of the City of Levelland, for the City's Strategic Plan. Discussion only.



Strategic Plan January 2017

BACKGROUND

Strategic planning is the process an organization follows to articulate a vision for the future and establish a direction in making decisions and allocating resources to achieve the desired outcomes. The City of Levelland will celebrate its 100th birthday in 2026, only 10 years away. In anticipation of this the City of Levelland held a Strategic Visioning and Planning Workshop retreat on November 4th and 5th, 2016 for the purpose of taking time to dream about the kind of city they want Levelland to be when the centennial celebration occurs. Members of the Levelland City Council participated in the workshop. Besides members of the City Council, the workshop included the City Manager, Assistant City Manager, and City Department Heads. Strategic Government Resources (SGR) was used to facilitate the retreat. From this very productive eight hours of visioning and interaction the framework for this Strategic Plan was developed.

THE MISSION OF THE CITY OF LEVELLAND

To insure a high quality of life for Levelland citizens and visitors through effective and efficient municipal services and economic growth.

THE CORE VALUES OF THE CITY OF LEVELLAND

CUSTOMER SERVICE of the highest quality to our customers and City team members. DEPENDABILITY in our service and commitment to our customers and team members. TRUSTWORTHINESS & INTEGRITY in our words, actions and deeds, and CONTINUOUS IMPROVEMENT in our professional and personal lives.

THE VISION FOR THE CITY OF LEVELLAND

By 2026 Levelland will be a growing city having a reputation as an attractive, progressive, forward looking community with strong, committed leadership; a city where services are delivered in a friendly, competent, pro-business manner, and a community which takes pride in having an excellent quality of life and being a friendly, clean, vibrant, place to work, live and raise a family.

GOALS & OBJECTIVES

In an effort to lead Levelland toward that Vision the group identified five strategic "pillars" which will be the foundation for developing Levelland 2026. These pillars form the foundation for the strategic plan that will achieve the Levelland 2026 Vision. Each of the pillars has become a goal of the Strategic Plan and each includes strategies and actions focused on achieving the Levelland 2026 Vision. Each of the pillars is equally important and is outlined here in no particular order.

- 1. Housing, improve and expand
- 2. Infrastructure, replace and improve
- 3. Job Creation, encourage and diversify
- 4. Community Appearance, improve and enhance
- 5. Community Education, improve and enhance

Housing - Improve and expand housing stock by 500 units.

- Encourage and incentivize infill development where infrastructure is already in place
- Identify, encourage, and incentivize developers to create new housing, use of current TIRZ
- Explore and implement creative financing
- Explore non-traditional housing such as manufactured housing

Infrastructure - Preserve and replace aging infrastructure including streets and sidewalks, water mains and facilities, wastewater mains and facilities, and public buildings and facilities in order to support existing development and encourage new growth and development

- Prioritize needs by studying and developing an inventory of the condition of existing infrastructure
 - Identify and implement procedures for extending the life of salvageable infrastructure
 - o Develop long term financing for infrastructure in need of replacement
- Encourage infill development to utilize existing infrastructure rather than expanding infrastructure
- Explore and implement alternatives to seal coating to extend the life of streets
- Encourage and/or require the use of low water usage fixtures
- Develop expanded facilities for the Police Department
- Continue infrastructure improvements in the designated Main Street area.

Job Creation - Create new jobs to grow the Levelland population to 15,000 by 2026

- Develop new jobs through the vertical integration of the existing agriculture and petroleum based economic sectors
- Develop new jobs through the diversification from the existing agriculture and petroleum based economic sectors
- Fully develop the Levelland Industrial Rail Park
 - o Implement financing to complete infrastructure development in the park
- Promote the revitalization of downtown through economic incentives, historic preservation, and infrastructure improvements.
- Develop Aviation Park at Levelland Municipal Airport
 - o Develop a means to encourage additional aviation traffic.

- o Develop additional T-hangers and box-hangers.
- o Maintain and expand existing infrastructure to encourage new development.
- Encourage infill development
- Work with available and new programs to encourage workforce development and training
- Develop and implement programs to retain talented graduates
- Develop programs to encourage entrepreneurism
- Conduct Target Industry analysis

Community Appearance - Improve the quality of life and encourage growth by improving Levelland's visual appeal.

- · Lead by example with well maintained City parks and facilities
- Strengthen a Sense of Community and maintain the city's identity and heritage through preservation of original structures
- Support and grow the Main Street Program
- Support the Keep Levelland Beautiful Program
- Work with groups and programs focused on community clean up
- Maintain and enforce codes focused on beautification and clean up
- Develop landscape requirements for commercial and industrial developments

Public Education - Consistently educate the public regarding the goals of Levelland 2026 and the workings of their city government.

- Utilize electronic media to tell the story of Levelland 2026
 - o Increased use of social media
 - Website redesign
- Tell the story of Levelland 2026 through personal contact
 - o Presentations to local groups
 - o Educate city officials and employees to tell the story
- Utilize local media
 - o News and event releases
 - o Paid ads
- Tell the story through partnerships
 - o Chamber of Commerce
 - o LISD, SPC, County
 - o Keep Levelland Beautiful Program
 - o Main Street Program
 - o Other community organizations

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 day of day of A. D. 2017, was examined by me and approved.

Commissioner, Precinct No. 1

Commissioner Precinct No. 3

Commissioner, Precinct No. 2

Commissioner Precinct No. 4

COUNTY

Nurla Faldit County Judge

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

VOL. 64 PAGE 779

