

Hall County, Texas
Regular Commissioners' Court Meeting

December 13, 2021

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on December 13, 2021 with the following members present: Ray Powell, County Judge, presiding; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Troy Glover, Commissioner Precinct #4; Olivia M. Fisher, County Clerk; and Pauline Johnsey, Judge's Assistant. Ronny Wilson, Commissioner Precinct #1 was absent. Also, present were Teresa Altman, County Tax-Assessor Collector; Molly Forman; County Extension Agent; Ryan Martin, County Extension Agent; Joe and Bertha Dunn.

The meeting was called to order at 10:02 A.M.

1. Opening prayer.

The opening prayer was led by Commissioner Proffitt.

2. Approval of minutes of the Regular Meeting of November 8, 2021, redistricting hearing of November 12, 2021, and Called Meeting of November 12, 2021.

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to approve the minutes of the Regular Meeting of November 8, 2021, Redistricting Hearing of November 12, 2021, and Called Meeting of November 12, 2021. Motion passed, unanimously.

3. Reports.

Reports of Treasurer, Sheriff/EMC, Road & Bridge, Tax Assessor-Collector, County & District Clerk, Justice of the Peace 1, 2, & 3, Extension Office and Tax Appraisal District were presented. County Judge did not present a report.

From Sheriff's Report:

Motion by Judge Powell and second by Commissioner Lindsey and It is the Order of the Court to approve the issuance of a \$250.00 check to Texas Commission of Law Enforcement for a reinstatement fee for the new Jailer/Dispatcher. Motion passed, unanimously.

4. Approve reports.

Motion by Commissioner Lindsey and second by Commissioner Glover and It is the Order of the Court to approve the revised October 2021 Treasurer's report.

Motion passed, unanimously.

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to approve the monthly reports as presented. Motion passed, unanimously.

5. Approve payment of bills.

Motion by Commissioner Proffitt and second by Commissioner Glover and It is the Order of the Court to approve the payment of the monthly bills. Motion passed, unanimously.

6. Discuss and/or action on burn ban. (Currently ON as of 11-08-21)

Motion by Commissioner Proffitt and second by Commissioner Lindsey and It is the Order of the Court to continue the burn ban for the next 30 days, and be re-evaluated at the next Regular Commissioner's Court meeting. Motion passed, unanimously.

7. Discuss and consider approval of cooperative agreement between AgriLife and Hall County.

Motion by Commissioner Glover and second by Commissioner Lindsey and It is the Order of the Court to approve the cooperative agreement between AgriLife and Hall County. Motion passed, unanimously. (Exhibit A)

8. Discuss and consider available funding opportunities with American Rescue Plan Program (ARP).

Discussion held. No action taken.

9. Discuss and consider restoration plan for courthouse.

Discussion held. No action taken.

10. Discuss, consider, and take possible action concerning the re-districting of Hall County election precinct boundaries.

Motion by Judge Powell and second by Commissioner Lindsey and It is the Order of the Court to approve the supplemental and final order adopting the revised boundaries following redistricting of Commissioners Court precincts. Motion passed, unanimously. (Exhibit B)

11. Discuss and consider and take necessary action on use of equipment, materials, purchases, county work projects, extra help or hiring of road employees on county road and bridges by Commissioner in each precinct.

Discussion held. No action taken.

12. Public Comments.

No public comments.

13. Adjournment

Motion by Commissioner Lindsey and second by Commissioner Proffitt and It is the Order of the Court to adjourn at 11:19 A.M. Motion passed, unanimously.

Olivia M. Fisher

Olivia M. Fisher

Hall County Clerk



IN THE COMMISSIONERS COURT OF
HALL COUNTY, TEXAS

**SUPPLEMENTAL and FINAL ORDER
ADOPTING REVISED POLITICAL
BOUNDARIES FOLLOWING REDISTRICTING OF
COMMISSIONERS COURT PRECINCTS**

BE IT REMEMBERED, that the Commissioners Court of Hall County, Texas previously adopted a plan for the redistricting of Commissioners Court Precincts. As a consequence of the boundary modifications made by that Order, various changes in the underlying election precincts were required to conform election precinct boundaries to the new Commissioners Court precincts. In addition, the resulting changes to election precincts may have an impact upon the Justice of the Peace Precincts of Hall County. This Supplemental Order, and the attached maps, data and narrative text, set forth the changes resulting from redistricting of Commissioners Court precincts, and provides an explanation for the necessity of the same.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that this Supplemental Order, along with all prior Orders of the Commissioners Court, shall be considered as a whole, and this Order shall constitute the FINAL ORDER of the Hall County Commissioners Court regarding redistricting of all Hall County political boundaries. To the extent necessary this Order may be supplemented by such attachments and additional data as may be required without the necessity of further action by the Commissioners Court. Legal Counsel for the County, the firm of Allison, Bass & Magee, LLP, is hereby authorized to make such necessary additions to the supporting documentation, descriptions, maps and data charts necessary to comply with the requirements of state or federal law.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the boundaries of the Justice of the Peace Precincts shall be coterminous with the exterior boundaries of Commissioner Precincts in which they serve. Justice of the Peace Precinct 1 shall be conterminous with the boundaries of Commissioner Precincts 1, 2, and 3 collectively. Justice of the Peace Precinct 4 shall be coterminous with Commissioner Precinct 4.

This Supplemental Order shall be composed of the following information, which may be supplemented without further order:

1. Maps of the four statutory Commissioners Court precincts and:
 - i. Identification of constituent election precincts that make up each Commissioners Court precinct, and
 - ii. Demographic charts reflecting the population and racial/ethnicity for each Commissioners Court precinct.
2. Map(s) of each Justice of the Peace Precinct, and:
 - i. Identification of constituent election precincts that make up each Justice of the Peace precinct.
3. Map(s) of Election Precincts, and
 - i. A narrative description of the boundary changes of election precincts, and/or a list of census blocks included therein, if necessary.
4. If necessary, a narrative explanation of any other condition or circumstance relevant to the redistricting of Hall County political boundaries.
5. Sections 42.005, 42.0051, 42.006 and 42.007 of the Texas Election Code contain various provisions related to the creation of election precincts. The Commissioners Court of Hall County, Texas hereby recognizes that in some cases, the provisions of Section 42.007 are impracticable, in that portions of the municipal ward lines contain little or no population, and that as stand-alone entities, such areas cannot constitute a separate election precinct of suitable size or shape that contains a permissible number of voters or cannot be combined with other territory on the same side of a political boundary to form an election precinct of a suitable size or shape without causing another election precinct to fail to meet those same requirements. This Order

recognizes that where such conditions exist, the office performing the administration of elections is given discretion to allocate territory in such a manner as to obtain substantial compliance with the applicable statutes.

6. **Notice of Availability: A copy of the entire redistricting plan shall be available for inspection by the public during regular business hours in the office of the County Clerk, or on the county website.**

To the extent that any of the foregoing revised election precincts contain territory inside a city with unincorporated territory outside of the affected city, the Commissioners Court, pursuant to §42.007 (1) and (2), finds that either of the two areas (within and without the incorporated city) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters, or cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements. The Commissioners Court delegates sufficient discretion to the office performing the administration of elections to make such boundary adjustment to said election precincts to facilitate the effective administration of elections, and to pose the least inconvenience to the voters of the affected election precincts.

The above and foregoing changes to Election Precincts shall take effect January 1, 2022, and will remain in effect until changes by further Order of this Commissioners Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Redistricting Plan depicted in the maps and data attached to this Order are hereby APPROVED and ADOPTED by the Commissioners Court of Hall County, Texas. This Final Order and Plan adopted by this Order shall be effective for the 2022 general primary election, and for all subsequent elections until changed or modified by later Order.

Signed this 13th day of DECEMBER, 2021.

P. Powell

County Judge, Hall County

Commissioner, Precinct 1

Sam Puffett

Commissioner, Precinct 3

Terry Lindsey

Commissioner, Precinct 2

Ray Horner

Commissioner, Precinct 4

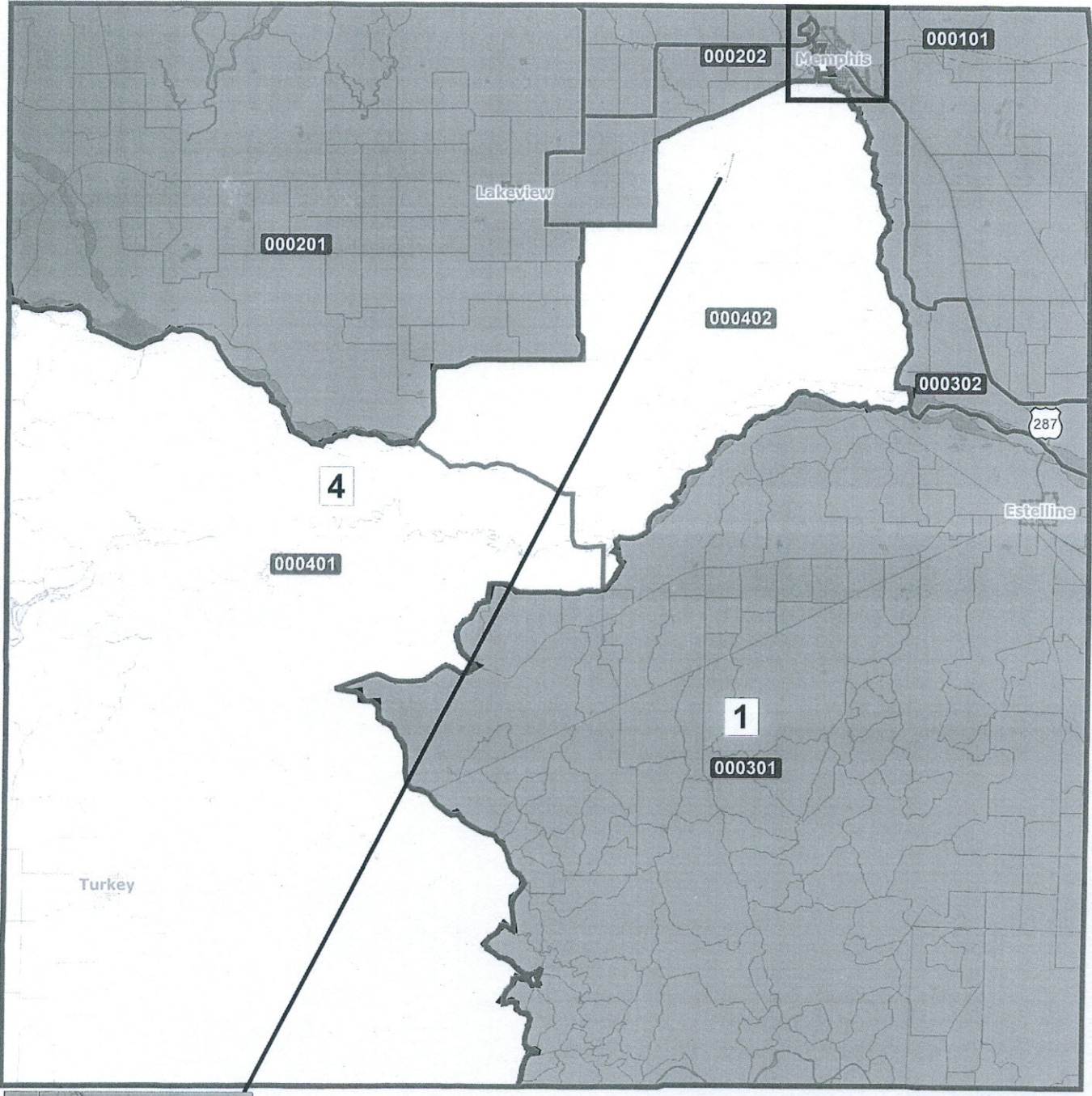
ATTEST:

Olivia M. Fitzer

County Clerk, Ex Officio Clerk of the
Hall County Commissioners Court



ATTACHMENT 1: MAPS



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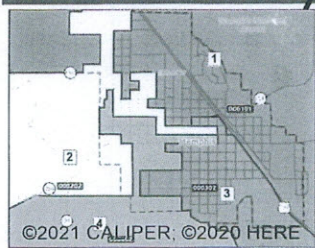
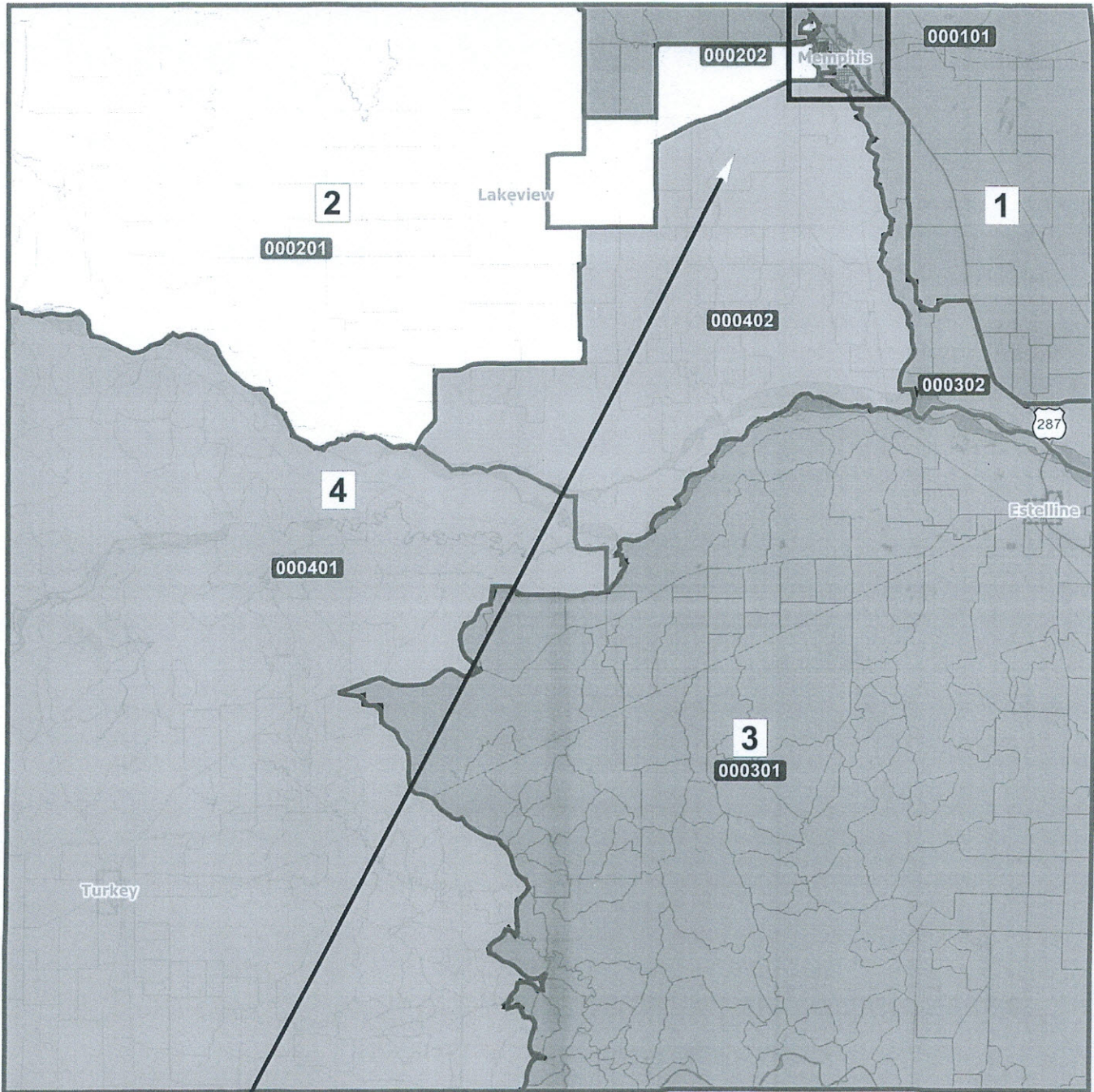
JP Precincts

- 1
- 4

Hall County

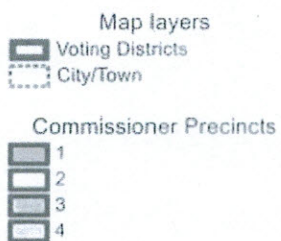
JP Precinct
Adopted Plan

Allison, Bass & Magee, LLP
Data Source: 2020 Census



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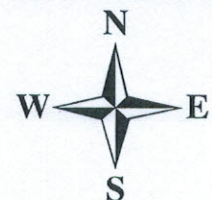
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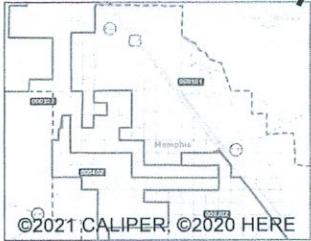
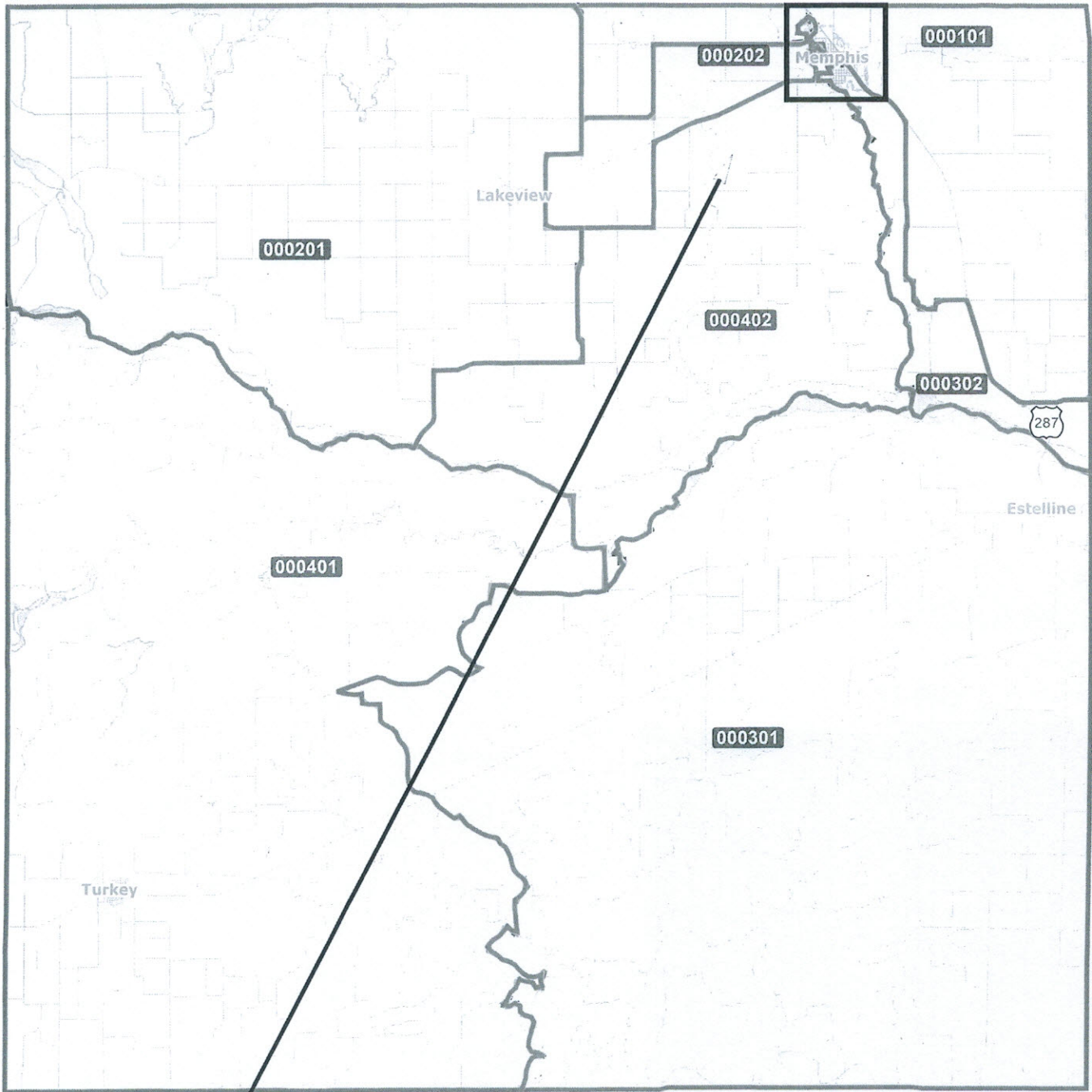
Hall County

Commissioner Precinct

Adopted Plan










Allison, Bass & Magee, LLP
Data Source: 2020 Census



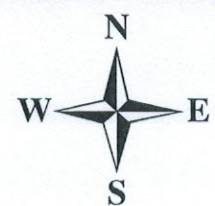
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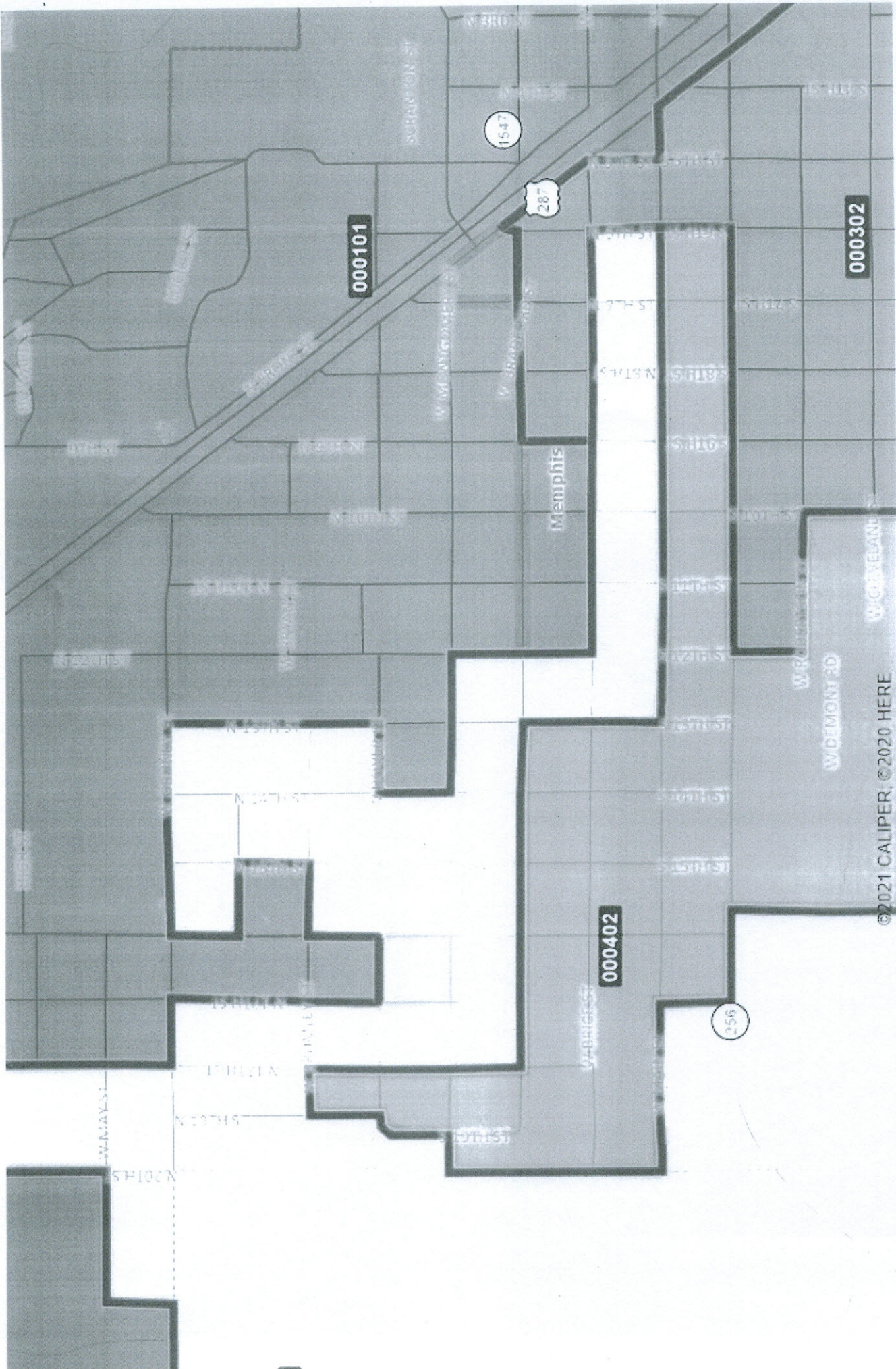
Voting District

-  000101
-  000202
-  000302
-  000402
-  000201
-  000301
-  000401

Hall County
VTD Adopted Plan



Allison, Bass & Magee, LLP
Data Source: 2020 Census



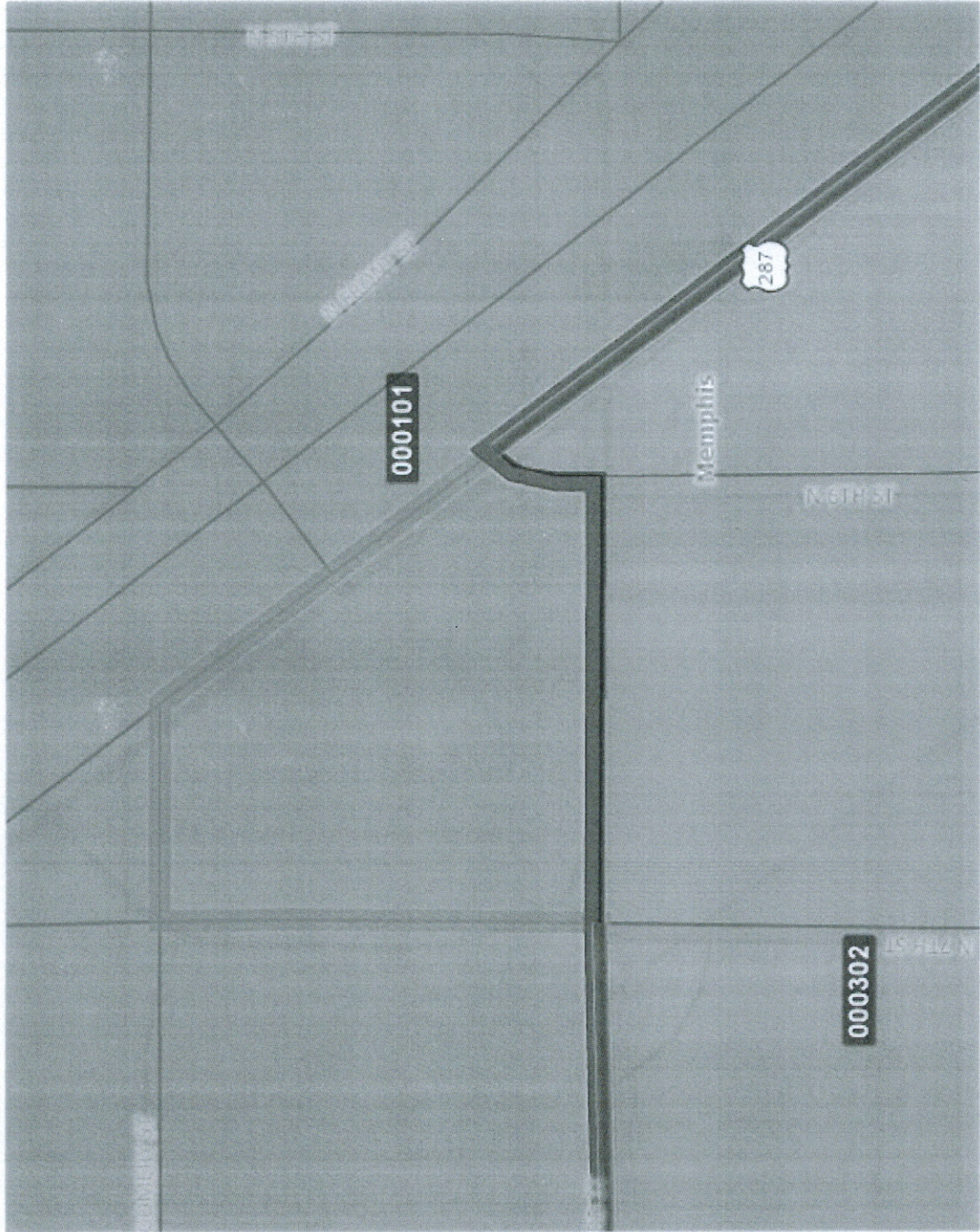
000101

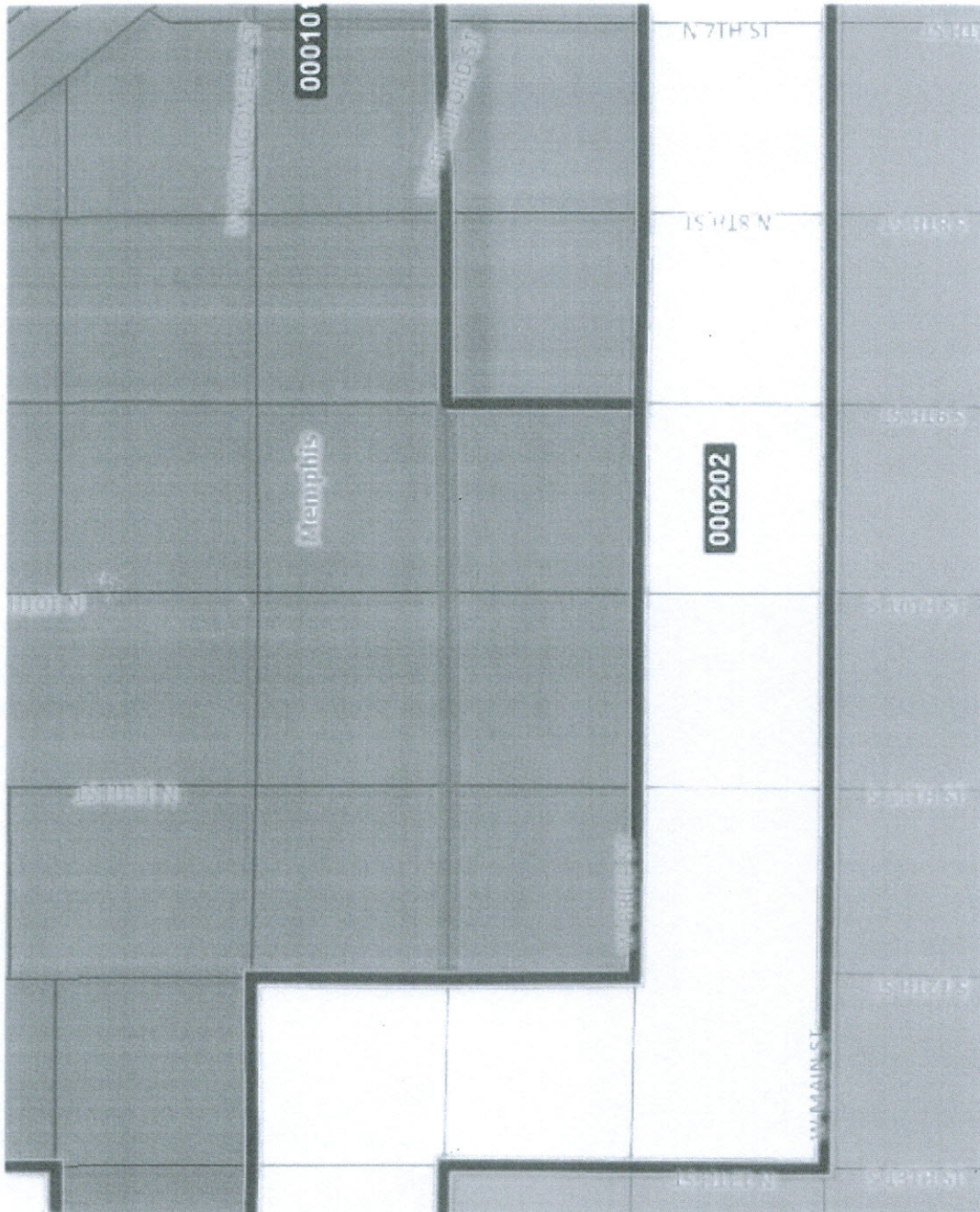
000402

000302

Memphis

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00010

Memphis

000202

ATTACHMENT 2: DESCRIPTIONS

Composition of Commissioner Precincts:

Commissioners Court Precinct 1 consists of the following County election precincts:

101

Commissioners Court Precinct 2 consists of the following County election precincts:

201, 202

Commissioners Court Precinct 3 consists of the following County election precincts:

301, 302

Commissioners Court Precinct 4 consists of the following County election precincts:

401, 402

Narrative Description of Changes to Election Precinct Boundaries:

Pursuant to the provisions of Chapter 42, Texas Election Code and this Supplemental Order the Commissioners Court hereby approves the realignment of County Election Precincts to conform to the newly revised and adopted boundaries of the four Commissioners Court Precincts as depicted and/or described herein:

Commissioners Court Precinct 1:

No changes other than conforming to the most recent changes to the outer boundaries of commissioners precinct.

Commissioners Court Precinct 2:

No changes other than conforming to the most recent changes to the outer boundaries of commissioners precinct.

Commissioners Court Precinct 3:

No changes other than conforming to the most recent changes to the outer boundaries of commissioners precinct.

Commissioners Court Precinct 4:

No changes other than conforming to the most recent changes to the outer boundaries of commissioners precinct.

Composition of Justice of the Peace Precincts:

Justice of the Peace Precinct 1 consists of the following County election precincts:

101

201, 202

301, 302

Justice of the Peace Precinct 4 consists of the following County election precincts:

401, 402

**Cooperative Agreement
Between
Texas A&M AgriLife Extension Service and HALL County**

This Cooperative Agreement ("Agreement") between HALL County ("County") and Texas A&M AgriLife Extension Service ("AgriLife Extension"), for the purpose of establishing a partnership between the county government representing the citizens of Texas residing in said county and AgriLife Extension.

Whereas, Chapter 43 of the Texas Agriculture Code authorizes and enables Texas counties, through their commissioners court, to employ any means as appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A&M AgriLife Extension Service, a member of the Texas A&M University System and Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) authorizes agreements for services between a state agency and a county;

Whereas, the County has carefully analyzed the need for continuing cooperative demonstration work in agriculture and other continuing education programs and services for the citizens of HALL County, it has been determined that a Texas A&M AgriLife Extension Service staffing and budget plan designed to develop and conduct educational programs in all phases of agriculture, family and consumer sciences, 4-H and youth, and economic development can effectively and efficiently serve the County of HALL; and

Whereas, AgriLife Extension wishes to join in and cooperate with the County in furtherance of a County Extension Program.

Now therefore, County and AgriLife Extension agree as follows:

1. This Agreement is to be for the period beginning October 1, 2021 and ending September 30, 2026. AgriLife Extension and the County have had a long-standing relationship concerning extension educational work; therefore, this Agreement shall automatically renew annually, until terminated as provided in Paragraph 13 below, with the understanding that all terms and conditions remain unchanged unless this Agreement is specifically amended by mutual consent of the parties, documented in writing and signed by an authorized representative of each party.

2. The County through the Commissioners Court of HALL County, Texas will annually allocate an amount of funds determined through the County's annual budgeting process in furtherance of the County Extension Program and the Extension county office. Allocations may provide county support of Extension agent salaries or other county support staff, and associated fringe benefits as required by federal and state law, telephone and internet service, office equipment, supplies, travel expenses, staff in-service training, etc. This Agreement does not require the payment of any funds to AgriLife Extension. The County will disburse funds to employees through the processes set forth in county procedures.

The County will provide adequate office space, furnishings, equipment, travel and other operating expenses for the proper support of the faculty, support staff, and the County Extension Program. AgriLife Extension shall not remove any furnishings from the office and shall return the same to the County, together with any equipment, supplies, etc. provided under the following paragraph, upon the termination of this agreement. Either party may allow the employee to utilize vehicles for travel within mission and scope. The owner of the vehicle is responsible for vehicle repairs. Each party shall maintain separate ownership and control over any property purchased or used in the performance of this cooperative Agreement.

3. The County will annually review the salary support provided to County Extension Agents and may provide for salary increases comparable to those provided to HALL County employees through the processes set forth by county procedures.

4. AgriLife Extension will provide and administer Extension educational work within HALL County which is directed at improving the quality of life for people in the county, enhancing economic opportunity within the county, and sustaining the natural resources of the county. Planning, developing and conducting educational activities and programs in areas of agriculture, family and consumer sciences, 4-H youth development, and community development are part of the extension educational work, and expenses for such are acceptable for reimbursement from the operating budget provided by the County. This includes the preparation of mass media information, conducting training meetings, workshops, clinics, short courses, and technical support to assist the residents of HALL County.

5. AgriLife Extension will make available resources as normally provided to other AgriLife Extension county agents such as specialists' expertise, publications, and other materials and supplies.

6. Routine management and supervision of the County Extension Office shall be through a County Coordinator, herein after referred to as Coordinator, appointed by AgriLife Extension. The Coordinator shall serve as the agency liaison/department head for HALL County, and shall be housed in HALL County.

7. Overall supervision of the HALL County Extension Program shall be by the District Extension Administrator, appointed by AgriLife Extension. The County Extension Program shall also be accountable to the HALL County Commissioners Court by providing periodic special and annual reports of activities and accomplishments.

8. The Coordinator, with the advice and consent of the District Extension Administrator shall coordinate all extension educational work; and supervise the operating budget, and the support staff.

- a. The Coordinator shall manage the operating budget in accordance with county fiscal policies and accepted accounting practices. Flexibility between categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance

with county procedures. Extension faculty and support staff shall keep accurate and detailed records of expenses incurred in accordance with county fiscal procedures.

- b. The Coordinator shall manage and administer county-provided equipment in accordance with HALL County policies and procedures.
- c. The Coordinator shall supervise the support staff employed by the County and assigned to the County Extension Program in accordance with county personnel policies and procedures. Such supervision authority includes, but is not limited to, hiring, training, duty assignments, scheduling, performance evaluation, and discipline subject to county policy. Recommendations for adverse personnel actions with regard to county employees will be coordinated with the Commissioners Court.
- d. The District Extension Administrator shall supervise any staff employed directly by AgriLife Extension in accordance with AgriLife Extension policies and procedures.

9. Extension agents shall be AgriLife Extension employees and subject to all Texas A&M University System ("TAMUS") policies, procedures, and guidelines. Extension agents shall adhere to both Extension and County policies and procedures where applicable in carrying out their duties and responsibilities. Extension agents are exempt employees and therefore not subject to the overtime provisions of the Fair Labor Standards Act. AgriLife Extension provides access to health insurance and retirement benefits. Both entities shall withhold and/or contribute towards workers' compensation insurance, unemployment compensation insurance, social security benefits, and Medicare benefits proportional to the salary paid by each. Leave will be administered based on each respective entity's policies and procedures.

10. Clerical and other administrative staff provided by the County shall be HALL County employees and subject to all HALL County policies, procedures and guidelines. County employees shall also follow TAMUS policies and procedures where applicable in carrying out their duties and responsibilities.

11. AgriLife Extension will recruit and select County Extension Agents with the proper training and qualifications to fill vacant or new positions.

12. The annual budget, as certified by the County on the CB-5, will serve as the budget agreement and may be amended by Commissioners Court as the occasion warrants subject to availability of funds. This budget in no way alters the objectives and goals set forth in this Agreement. Upon county certification of its annual budget, a certified copy will be submitted to AgriLife Extension.

13. This Agreement may be terminated as follows:
- a. Immediately by mutual agreement of the parties; or
 - b. By either party, without cause, upon ninety (90) days written notice to the other party notifying of its intent to terminate.

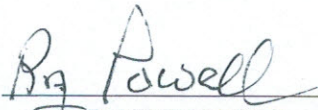
14. This Agreement contains the entire understanding of the parties regarding the subject matter herein, and supersedes all other written and oral agreements between the parties regarding the matter. This Agreement may be revised or amended by written agreement of the parties signed by an authorized representative of each party.

15. County and AgriLife Extension are both governmental entities and nothing in this Agreement waives or relinquishes the right of either to claim any exemptions, privileges, and immunities as may be provided by law.

16. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent to this Agreement.

Agreed and Accepted:

COUNTY OF HALL

Signature: 
Printed Name: RAY POWELL
Title: HALL COUNTY JUDGE
Date: DECEMBER 13, 2021

TEXAS A&M AGRILIFE EXTENSION SERVICE:

Signature: _____
Printed Name: _____
Title: _____
Date: _____