


HOCKLEY COUNTY Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	DOCUMENT #: CM-2020-0011 RECORDED DATE: 05/11/2020 03:21:23 PM 
--	---

OFFICIAL RECORDING COVER PAGE		Page 1 of 34
--------------------------------------	--	--------------

Document Type: NOTICE OF MEETING COMM COURT/AGENDA Transaction Reference: Document Reference:	Transaction #: 753700 - 1 Doc(s) Document Page Count: 33 Operator Id: JPalermo
---	---

RETURN TO: () HOCKLEY COUNTY	SUBMITTED BY: HOCKLEY COUNTY
--	--

DOCUMENT # : CM-2020-0011
RECORDED DATE: 05/11/2020 03:21:23 PM

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.



Jennifer Palermo
Jennifer Palermo
Hockley County Clerk

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

**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 April, 2020 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit: _____ O'CLOCK ____ M.

1. Read for approval the minutes of the following meetings:

APR - 2 2020

Special Meeting held at 9:00 a.m. on Monday, March 30, 2020

Emergency Meeting held at 1:00 p.m. on Monday, March 30, 2020

Jennifer Palermo
County Clerk, Hockley County, Texas

2. Read for approval all monthly bills and claims submitted to the Court and dated through April 6, 2020.
3. Review Request for Approval of Expenditures Pursuant to C.C.P. Art. 59.06(d) submitted by Angela Overman, Hockley County D.A. which is tabled item number 6 from a previous agenda dated March 16, 2020.
- ✓3. Consider and take necessary action to approve Ad Valorem Tax Refunds.
- ✓4. Discussion and potential action to continue, renew and/or modify the Declaration of Local Disaster and Stay Home – Stay Safe due to Public Health Emergency.
5. Discussion and potential action to engage Bickerstaff Heath Delgado Acosta LLP to assist with the CTIF grant application through TxDOT.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

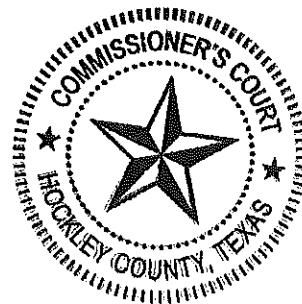
BY: _____

Sharla Baldrige
Sharla Baldrige, 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 April, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 2nd day of April, 2020.

Jennifer Palermo
Jennifer Palermo, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas



**REGULAR MEETING
APRIL 6th, 2020**

Be it remembered that on this the 6th day of April A.D. 2020, 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 Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court held on Monday, March 30, 2020, A.D., and Emergency Meeting held at 1:00 p.m. March 30, 2020, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved all monthly claims and bills submitted to the court and dated through April 6th, 2020; be approved and stand as read.

Motion by Judge Baldrige, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court TABLED the request for approval of Expenditures Pursuant to C.C.P. Art. 59.06(d) submitted by Angela Overman, Hockley County D.A. which is tabled item number 6 from a previous agenda dated March 16, 2020.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved Ad valorem Tax refunds in the amount of Two Thousand one hundred seventeen dollars and forty three cents (\$2117.43) to Barbara Fannin

approved ad valorem tax refund in the amount of One thousand twenty five dollars and thirty cents (\$1025.30) to Conoco Phillips Co.

Approved ad valorem tax refund in the amount of Five hundred thirty eight dollars and one cent (\$538.01) to cato Corporation #1095

approved ad valorem tax refund in the amount of Five hundred twenty four dollars and seventy six cents (\$524.76) to Linsey Alison Edens Robinson

approved ad valorem tax refund in the amount of Three thousand forty four dollars and thirty six cents (\$3444.36) to C H S Inc

approved ad valoren tax refund in the amount of Five hundred fifty five dollars and eleven cents (\$555.11) to Donna K Moore

As per Debbie Bramlet Tax Assessor Collector

HOCKLEY COUNTY OFFICE EXPENSE
PH: 806-894-4938 FAX: 806-894-1102
624 AVE H SUITE 101
LEVELLAND, TX 79336-3706

11310

88-2108/1113

DATE 3.30 2020

PAY TO THE ORDER OF

Barbara Fannin

\$ 2117 ⁴³/₁₀₀

Two Thousand One Hundred Seventeen ⁴³/₁₀₀

DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT(S) LISTED

2-3-2020	Already Pd. N56695		

⑈011310⑈ ⑆111321063⑆ ⑈ 659754⑈

WFE00A



HOCKLEY COUNTY OFFICE EXPENSE
 PH: 806-894-4936 FAX: 806-894-1102
 624 AVE H SUITE 101
 LUELLAND, TX 79336-3706

11315

88-21061113

DATE 3-30-2020



PAY TO THE ORDER OF

Conoco Phillips Co.

\$ 1025.50

One Thousand Twenty Five & ³⁰/₁₀₀ DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT(S) LISTED

2-12-2020	Multiple checks		
due payments			

⑈011315⑈ ⑆111321063⑆ ⑈ 659754⑈

MARK HERE FOR MOBILE DEPOSIT

DO NOT WRITE, ENCODE OR STAMP BELOW THIS LINE

RESERVED FOR FINANCIAL INSTITUTION USE

The Security Features listed below, as well as those not listed, are used in this document.

Security Features:
 MicroPrint Signature Line
 Background Pattern
 Security Paper
 Heat Sensitive Ink
 Security Scribble On Back
 Feature: Receipt is a combination mark of Check Payment System Attachment

Results of document alteration:
 - Small gaps in signature line appears as dark line when photocopied
 - Whole mark appears when erased
 - Stains or colored spots may appear with chemical alteration
 - Spot to left changes color with body heat
 - Ink lines to left
 - Absence of "Original Document" watermark

HOCKLEY COUNTY OFFICE EXPENSE

PH. 806-894-4938 FAX 806-894-1102

624 AVE H SUITE 101
LEVELLAND, TX 79336-8706

11318

08-2108/1113

DATE 3 30 20 20



PAY TO THE ORDER OF

Cato Corporation # 1095

\$ 538⁰¹

Five Hundred Thirty Eight & ⁰¹/₁₀₀

DOLLARS

THIS CHECK IS DEEMED FOR PAYMENT ON THE ACCOUNT(S) LISTED

165765	over pd.			

011318 111321063 659754

ENDORSE HERE

MARK HERE FOR MOBILE DEPOSIT

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE
OR BEHIND THE MICR LINE

The Security Features listed below, as well as those not listed, exceed industry guidelines.

Results of document alteration:

Security Features:

- Smart Type in signature line appears as a solid black line
- White mark appears when altered
- Stains or colored spots may appear with chemical alteration
- Spot to left changes color with body heat
- Use finger to test
- Absorption of "Original Document"

Security Features:

- MicroPrint Signature Line
- Subtle Ground Pattern
- Security Paper
- Heat Sensitive Ink

Security Slogan On Back: Original Document
The Paulist design is a combination mark of Direct Payment System Association



HOCKLEY COUNTY OFFICE EXPENSE

PH-806-894-4938 FAX-806-894-1102
624 AVE H SUITE 101
LEVELLAND, TX 79336-3706

11325

88-2106/1113

DATE 4 | 1 20 20

PAY TO THE ORDER OF Linzey Alison Edens Robinson

\$ 524.16

five hundred twenty-four + ¹⁶/₁₀₀

DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT(S) LISTED

2-21-20	multiple accts.		
	some pd twice		

⑆011325⑆ ⑆111321063⑆ ⑆ 659754⑆



HOCKLEY COUNTY OFFICE EXPENSE

PH-806-894-4938 FAX-806-894-1102
624 AVE H SUITE 101
LEVELLAND, TX 79336-3706

11326

88-2106/1113

DATE 4 | 1 20 20

PAY TO THE ORDER OF C.H.S. Inc.

\$ 3444.36

three thousand four hundred forty-four + ³⁶/₁₀₀

DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT(S) LISTED

2-25-20	overpaid		
	12925 cash		
	CL# 100386732		

⑆011326⑆ ⑆111321063⑆ ⑆ 659754⑆

Need to email over for Approval.

ENDORSE HERE

MARK HERE FOR MOBILE DEPOSIT

OR PLACE HERE, ENDORSE OR STAMP BEHIND THIS LINE

RESERVED FOR FUTURE USE

The Security Features listed below, as well as those not listed, exceed industry guidelines.

Security Features:

- Microprint Signature Line
- Background Pattern
- Security Paper
- Heat Sensitive Ink

Results of document alteration:

- Small type in signature line appears as dotted line when photocopied
- White mark appears when erased
- Stains or colored spots may appear with chemical alteration
- Spot is left changes color with body heat
- Use finger to test

Security Screen On Back:

- Absence of "Original Document" watermark is a certification mark of Check Payment Systems Association

HOCKLEY COUNTY OFFICE EXPENSE

PH 806-894-4938 FAX 806-894-1102

624 AVE H SUITE 101

LEVELLAND, TX 79336-3706

11322

88-2106/1113

DATE 4 1 20 20

PAY TO THE ORDER OF Donna K. Moore

\$ 555.11

Five hundred fifty five and 11/100

DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT(S) LISTED

22020	R 77129-pd bus
22020	mortg (21st mortgage)



⑈011322⑈ ⑆111321063⑆ ⑈ 659754⑈

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved to discuss and take potential action to continue, renew and/or modify the Declaration of Local Disaster and Stay Home-Stay Safe due to Public Health Emergency. As per Declaration and 3rd Ratification of Local Disaster For Public Health Emergency Stay At Home/Stay Safe Order Amendment, Modification And Replacement Hockley County, Texas (COVID-19) recorded below.

**DECLARATION AND 3RD RATIFICATION OF LOCAL DISASTER
FOR PUBLIC HEALTH EMERGENCY STAY AT HOME/STAY SAFE ORDER
AMENDMENT, MODIFICATION AND REPLACEMENT
HOCKLEY COUNTY, TEXAS
(COVID-19)**

WHEREAS, a novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout City of Levelland and beyond; and

WHEREAS, on March 19, 2020, the Hockley County Judge, Sharla Baldrige, declared a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code, based upon the need for extraordinary measures to contain COVID-19 and to prevent its spread throughout Hockley County; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by United States President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, call upon Americans to slow the spread of COVID-19 by avoiding social gatherings in groups of more than ten (10) people, using drive-thru, pick-up or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, the Commissioners Court of Hockley County, Texas determined that additional measures needed to be taken and on March 30th, 2020 issued by unanimous vote a "Declaration and 2nd Ratification of Local Disaster and Stay at Home/Stay Safe Order" in order to further contain COVID-19 and prevent its spread throughout the Hockley County, Texas; and

WHEREAS, after the Hockley County Commissioners Court on March 31, 2020 issued the Declaration and 2nd Ratification of Local Disaster and Stay at Home/Stay Safe Order, the Governor of the State of Texas issued Executive Order GA-14 adding to and superseding Executive Order GA-08, further defining social distancing requirements, essential businesses and services, clarifying religious institutions as essential, affirming the closure of certain businesses, extending school closures until May 4, 2020 and superseding certain conflicting county orders; and

WHEREAS, the Commissioners Court of Hockley County, Texas has determined that due to the issuance of Executive Order GA-14, it is necessary to amend, modify and replace Declaration and 2nd Ratification of Local Disaster and Stay at Home/Stay Safe Order issued on March 30, 2020 and that additional measures must be taken to further contain COVID-19 and prevent its spread throughout Hockley County, Texas; and

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

SECTION 1. The recitals outlined above are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. All terms and conditions of Declaration and 2nd Ratification of Local Disaster and Stay at Home/Stay Safe Order are replaced and supplanted in their entirety by this Declaration and 3rd Ratification of Local Disaster and Stay at Home/Stay Safe Order. All other terms and conditions of the Hockley County Judge's Declaration of Local Disaster, which was signed and

executed by the Hockley County Judge on March 19, 2020, renewed and extended by the Hockley County Commissioners Court on March 25, 2020 and the additional terms and conditions found therein remain in full force and effect and are continued to the extent they do not directly conflict with this Declaration and 3RD Ratification of Local Disaster for Public Health Emergency Stay at Home/Stay Safe Order.

SECTION 3. Pursuant to the authority granted to the Hockley County Judge under Texas Government Code Chapter 418, the following is hereby ordered:

a. **STAY AT HOME**

i. All persons residing in the Hockley County, Texas are ordered to STAY AT HOME or at their current place of residence. For purposes of this Order, "residence" includes hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six feet from any other person when they are outside their residence;

ii. All public and private gatherings of any number of people occurring outside of a single household are hereby prohibited, except as otherwise provided in this Order. Nothing in this Order prohibits gatherings of members of a single household or living unit (an apartment for use by one family);

iii. Travel away from a person's regular place of residence should be only for the purpose of obtaining essential goods and services or to the person's place of employment which furnishes essential goods or services unless otherwise provided for in this Order. Further, when obtaining essential goods or services, such as groceries, **only those individuals absolutely necessary to obtain such goods or services should travel away from the place of residence**; and

iv. Any person who is sick or currently experiencing common COVID-19 symptoms, including fever, cough, or shortness of breath, is hereby ordered to STAY AT HOME until such time that:

A. He or she has had no fever for at least 72 hours without the use of fever reducing medicine, such as Tylenol; and

B. His or her other symptoms have improved; and

C. At least 14 days have passed since the symptoms first appeared.

v. If any person in a household has tested positive for COVID-19, all persons in the household are hereby ordered to STAY AT HOME and self-quarantine for a period of at least 14 days. Members of the household may not travel to work, school, or anywhere else until cleared by a medical professional.

vi. This order does not prohibit any person from leaving his or her residence to seek necessary medical or emergency care.

b. **SPECIFIC CLOSURES**

In accordance with the Guidelines from the Governor, the President and the CDC, the following commercial businesses, for which social distancing guidelines are impractical or impossible, are hereby prohibited and are ordered to cease operation and close:

i. Non-essential Personal Services Businesses. Businesses which engage in direct, person-to-person services to the public which are not time-sensitive and which are not required for the immediate health or safety of the recipient, including, without limitation,

hair salons, barbershops, hair stylists, nail salons, tattoo parlors, piercing businesses, tanning salons, and hair removal waxing businesses;

ii. Non-essential Retail Establishments. Retail businesses which do not primarily sell or provide the products or services described below and considered Essential Services;

iii. Commercial Amusement and Entertainment Venues;

iv. Enclosed Shopping Malls. Any premises which include multiple adjacent retail establishments connected by an enclosed common area;

v. Group Meeting Spaces. Meeting rooms, ballrooms, or event spaces operated by multi-family apartment complexes or hotels.

c. ESSENTIAL SERVICES

The following businesses are hereby deemed essential and may continue to operate, provided federal and CDC guidelines are followed, including affirmative steps to ensure that social distancing of 6 feet is maintained:

i. Grocery Stores, Convenience Stores, Drug Stores, Pharmacies, and Package Stores;

ii. Pet Supply Stores, Veterinary Clinics, and Boarding Kennels (but not groomers);

iii. Healthcare Providers and Healthcare Facilities, including doctor and dental offices, physical therapists, hospitals, and clinics, provided they adhere to the Governor's Executive Order (GA 09) regarding elective procedures;

iv. Vehicle Fueling, Maintenance, and Repair Facilities;

v. Banks and Financial Institutions

vi. Agricultural services including plant and food cultivation, farming, fishing and raising livestock;

vii. Oil and gas services and production;

viii. Professional Services, including attorneys, accountants, engineers, title companies, insurance agents, and other licensed professionals;

ix. Office Buildings, where people work in individual enclosed spaces in groups of 10 or less;

x. Day Care Facilities;

xi. Homeless Shelters providing services for people experiencing homelessness;

xii. Non-profit Providers of Essential Services;

xiii. Essential Government Services and Facilities;

xiv. Residential Buildings, including hotels and motels (except Group Meeting and Event Spaces);

xv. Transit Facilities, where people may be in transit or waiting for transit, such as airports, bus stops, or bus stations;

xvi. Manufacturing, Distribution, and Logistics Facilities;

xvii. Laundromats and Dry Cleaners;

xviii. Call Centers;

xix. Funeral homes, crematoriums and cemeteries provided that employees adhere to federal and CDC guidelines and funeral services may be held but no more than ten (10) non-employees may be present at the same time; and

xx. Critical Infrastructure Businesses which support critical infrastructure or supply chain needs, as described by the Cyber & Infrastructure Security Agency (CISA) or as listed by the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0.

d. RELIGIOUS SERVICES

Religious services conducted in churches, congregations and houses of worship are considered essential. Religious institutions, churches and places of worship, if capable, must conduct their activities including their services from home or through remote audio or video services. In the event, and only in the event religious services cannot be conducted from home or through remote services, religious services may be conducted at the religious institution, church or place of worship but all religious services must be conducted consistent with the Guidelines from the President and the CDC, by practicing good hygiene, environmental cleanliness, and sanitation, and by implementing social distancing to prevent the spread of COVID-19. Religious institutions, churches and places of worship will remain open for the purpose of allowing staff and employees to perform those functions necessary for the production of the remote delivery of religious services or necessary to support online, telephone, email and other services. All staff and employees are required to adhere to federal and CDC guidelines, including affirmative steps to ensure that social distancing of 6 feet is maintained.

e. CONSTRUCTION, BUILDING SUPPLY BUSINESSES

Residential, Commercial, and Industrial Construction Sites and Building Supply and Home Improvement Retailers may remain open, provided federal and CDC guidelines are followed, including affirmative steps to ensure that social distancing of 6 feet is maintained, including for customers waiting to enter the premises of a retail store, and only if occupancy inside the retail premises is limited to no more than 100 persons or ½ of the posted occupancy limit, inclusive of employees, whichever is less; and

f. CAR DEALERSHIPS

All vehicle maintenance and repair components and facilities at automobile dealerships fall within the definition of an "Essential Business" found in Section 3.c. Other aspects of an automobile dealership may remain open but only under the following terms and conditions:

i. All staff and employees are required to adhere to federal and CDC guidelines, including affirmative steps to ensure that social distancing of 6 feet is maintained.

ii. All automobile sales must be conducted by online and telephone only.

iii. Customers or other members of the public who walk-on to the outdoor portions of the automobile dealership must interact with the staff or employees of the dealership only by telephone, online or by other electronic communication methods. In-person contact is limited to the extent necessary to provide a business card and to be instructed to visit with a salesperson by telephone, online or electronically.

iv. Unless otherwise authorized herein, face-to-face/in-person interaction is prohibited.

v. To the extent possible, all transactions, including completing financing and leasing terms should be completed by telephone, online or by other electronic communication means. If person to person interaction is required, all social distancing guidelines must be followed.

vi. Vehicle delivery may take place at the dealership or other agreed upon location and all social distancing guidelines must be followed.

vii. All Showrooms are closed to the public.

viii. All test drives by customers/the public must be solo/unaccompanied by any staff member, salesperson or other employee of the automobile dealership and the dealership must sanitize the vehicle before and after each test drive.

g. RETAIL ESTABLISHMENTS – OTHER BUSINESSES

Retail Establishments and other businesses not specifically described above "Essential" or fall within Section 3.e. or 3.f. are closed to the public. However, all businesses may continue operations consisting exclusively of the following activities, and are encouraged to do so, provided federal and CDC guidelines are followed, including affirmative steps to ensure that social distancing of 6 feet is maintained between all employees and members of the public:

i. The use of drive through pickup, delivery, and curbside delivery for merchandise (no in-store pickup);

ii. Working remotely from home;

iii. Operations necessary to maintain security, payroll, upkeep, and maintenance of premises, equipment or inventory, including but not limited to the care and maintenance of livestock or animals;

iv. IT or other operations that facilitate employees working remotely from home;

v. Facilitate online or call-in sales performed by employees in a store or facility closed to the public;

vi. In-store repair services performed by employees in a store or facility closed to the public.

h. PUBLIC PARKS

Playgrounds, basketball courts, tennis courts, baseball fields and any area in a public park that is either entirely or partially enclosed and designed to concentrate people participating in an activity to one specific defined or delineated area are hereby CLOSED. The remaining areas of public parks including walking trails and bike paths and other open areas are open to the public and may be used by the public so long as patrons follow federal and CDC guidelines including ensuring that social distancing of 6 feet is maintained. The Levelland Country Club golf course remains open so long as individuals either walk the course or ride in a golf cart by themselves and so long as patrons follow federal and CDC guidelines including ensuring that social distancing of 6 feet is maintained.

i. PERMITTED INDIVIDUAL ACTIVITIES

As guidance and as a non-exclusive list, below are some activities that are permitted under this Order:

i. Getting groceries, household supplies, medicine, gas, work-from-home supplies, pet and livestock supplies. **However, people are highly encouraged to only bring**

those individuals necessary to conduct the activity. Please keep all non-essential additional family members at home, especially children (if properly supervised), elderly individuals and individuals with an underlying health condition;

- ii. Going to the doctor's or healthcare provider's office;
- iii. Participating in individual outdoor activities (hiking, biking, running, fishing, etc.) while maintaining social distance requirements;
- iv. Acting as a caretaker for family members; and
- v. Traveling to and from an "Essential Business or Service" either as a patron or an employee.

j. ADDITIONAL REQUIREMENTS

- i. The appropriate health department may require additional sanitation, signage, and social distancing practices for any business which remains open.
- ii. For any workplace that remains open, management of the business should facilitate and encourage practicing social distancing and good hygiene and, where feasible, require employees to work from home in order to achieve optimum isolation from COVID-19;
- iii. It shall unlawful for any person who is sixteen (16) years of less to be or remain in or upon any public place or in or upon any establishment within the incorporated or unincorporated areas of **HOCKLEY COUNTY** between the hours of 11:00 p.m. and 6:00 a.m. of the following day, except that Friday nights and Saturday nights the hours shall be from 12:00 p.m. to 6:00 a.m.
- iv. The County Judge may update the restrictions set out in this order as necessary to respond to the evolving circumstances of this outbreak during the duration of the Declaration of Local Disaster issued on March 19, 2020 and extended by the Hockley County Commissioners Court.

SECTION 4. Pursuant to §418.108(c) of the Texas Government Code, this Order shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Hockley County, Texas.

SECTION 5. In accordance with Texas Government Code §418.173, this ratification order is being issued in Hockley County's Emergency Management Plan and any person who knowingly or intentionally violates this resolution commits an offense, punishable by a fine up to \$1,000.00 or confinement in jail for a term that does not exceed 180 days.

SECTION 6. This Order shall go into effect at 11:59 p.m., Monday, April 6, 2020 and continue until 11:59 p.m., Thursday, April 30, 2020, unless renewed, extended, amended or cancelled by the County Judge or the Hockley County Commissioners Court.

SECTION 7. That this resolution and order authorizes the County Judge, pursuant to applicable provisions of Texas Government Code Chapter 418, on behalf of Hockley County, Texas, to take any actions necessary to promote health and suppress the virus, including the quarantine of persons and occupied structures, examining and regulating hospitals, regulating ingress and egress from the County, regulating ingress and egress to occupied structures, establishment of quarantine stations, emergency hospitals, and other hospitals, enforcing applicable orders issued by the Hockley County Judge, the Governor of the State of Texas or the Texas Department of State Health Services related to suppressing the COVID-19 virus, and insuring compliance for those who do not comply with the City's rules and directives.


SECTION 8. That to the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct in the County or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement which would impede the County's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.

SECTION 9. That to the extent this Order conflicts with the Governor's Executive Order GA-14 regarding the regulation of essential business and services, Executive Order GA-14 controls and the County Judge may comport and amend this Ratification and Order to be consistent with Executive Order GA-14.

SECTION 10. That the County Judge is authorized to use all available resources of **HOCKLEY COUNTY** reasonably necessary to comply with this Declaration and Order.

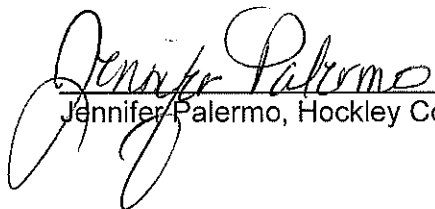
SECTION 11. PENALTY. Any person found in violation of any provision of this Order shall be guilty of a misdemeanor and upon conviction thereof shall be fined up to one thousand dollars (\$1,000.00) or confined in jail up to 180 days.

SO DECLARED AND ORDERED THE 6TH DAY OF APRIL, 2020.

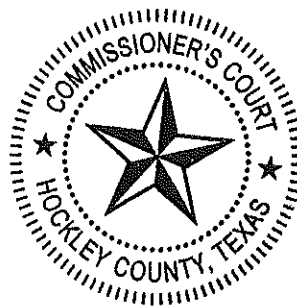


Sharla Baldrige, County Judge
Hockley County, Texas

ATTEST:



Jennifer Palermo, Hockley County Clerk



**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes,
0 Votes No, that Commissioners' Court approved to discuss and take potential action to engage
Bickerstaff heath Delgado Acosta LLP to assist with the CTIF grant application through TxDOT. As per
Bickerstaff Heath Delgado Acosta agreement recorded below.**

ORDER NO. _____

WHEREAS, Hockley County, Texas ("County"), is a duly organized and operating County of the State of Texas, and its governing body is the Commissioners Court of Hockley County, Texas ("Commissioners Court"); and

WHEREAS, the County, by and through its Commissioners Court and pursuant to all relevant authority, desires to retain and acquire legal counsel and the professional legal services of the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas regarding the matter ("Legal Matter") described in the attached **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Hockley County, Texas, for and on behalf of the County and in the public interest, hereby finds, orders, and approves the following:

- (1) It is necessary, proper, and advisable for the County and its Commissioners Court to be represented by the following law firm regarding the Legal Matter due to the legitimate and principal interests of the County and the public as herein described: Bickerstaff Heath Delgado Acosta LLP of Austin, Texas ("Law Firm").
- (2) The Law Firm is retained by the Commissioners Court on behalf of the County, and is hereby formally engaged and hired by the County, to provide legal counsel and related professional and personal services for the County as more particularly described in the Engagement Agreement attached as **Exhibit 1**, and further, the Engagement Agreement is approved by the Commissioners Court for execution by the County Judge.
- (3) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (4) This order shall take effect immediately from and after its passage.
- (5) All preliminary recitals of this order and all attached documents are incorporated by reference.
- (6) This order was considered and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.
- (7) The Commissioners Court by this order grants an exemption regarding the Engagement Agreement from the competitive

bidding and procurement requirements of Section 262.023 of the Texas Local Government Code, pursuant to and in accordance with Section 262.024 of the Texas Local Government Code and other authority, in view of the professional and personal services to be rendered by the Law Firm to the County and its Commissioners Court regarding the Engagement Agreement and Legal Matter.

April, 2020. **ORDERED, ADOPTED, AND APPROVED** on the *6th* day of

**THE COMMISSIONERS COURT OF
HOCKLEY COUNTY, TEXAS**

Paula Baldridge

County Judge
Hockley County, Texas

Curtis Thrash

County Commissioner, Precinct 1
Hockley County, Texas

Kamy Carter

County Commissioner, Precinct 2
Hockley County, Texas

J. L. Barnett

County Commissioner, Precinct 3
Hockley County, Texas

Sammy Oly

County Commissioner, Precinct 4
Hockley County, Texas

ATTEST:

Jennifer Palermo

County Clerk
Hockley County, Texas



EXHIBIT 1

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This Engagement Agreement ("Agreement") sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our Agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this Agreement in your file.

Identity of Client. We will be representing the interests of Hockley County, Texas and its Commissioners Court ("Client" or "County").

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and Charles R. Kimbrough will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the Scope of Services matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We will only adjust these rates with your consent and will notify you in writing if this fee structure is modified. The Initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Hockley County, Texas, United States of America. All documents attached to this Agreement are incorporated by reference, and correct copies of signatures to this Agreement are effective as original signatures.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and the County, please sign the enclosed duplicate original of this Agreement and return it to us at your earliest convenience. We truly appreciate the opportunity to be of service to

you and look forward to working with you in a mutually beneficial relationship.

AGREED AND ACCEPTED:

HOCKLEY COUNTY, TEXAS

By: Sharla Baldrige
Sharla Baldrige, County Judge
Date: April 6, 2020

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: Charles R. Kimbrough
Charles R. Kimbrough, Partner
Date: February 21, 2020

Exhibit A – Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this Agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- This matter involves a project ("Project") to be conducted by the County pursuant to House Bill 4280 ("HB 4280," a bill by the Texas Legislature in 2019) to acquire grant funding to the County from the Texas Department of Transportation ("TXDOT") for eligible transportation infrastructure projects, as defined by said bill and pursuant to Chapter 256, Subchapter C of the Texas Transportation Code and other authority), for the planning, construction, reconstruction, and maintenance of public roads, bridges, and related county infrastructure damaged by the exploration, development, or production of oil or gas.
- The scope of work ("Scope of Services") for this matter will include consultation and representation, as follows: (a) the identification, with the assistance of the County, of desired County transportation infrastructure projects and areas in the county for grant funding from TXDOT, pursuant to the requirements of HB 4280, Chapter 256, Subchapter C of the Texas Transportation Code, the applicable TXDOT administrative regulations, and other authority; (b) the preparation of a grant funding application for the Project to be submitted to TXDOT, including a review of the evidence to support that application; (c) if necessary, the creation of a zone or designated Project area, and creation of an advisory board through public meeting/hearing action and public notice procedure; (d) the timely submission of the County's grant funding application to TXDOT for the Project, but limited to a single County grant application unless otherwise agreed by the parties in writing; and (e) to review with the County, if requested, the procedures to correctly monitor, implement, and report the proper acquisition and use of grant funds awarded to the County by TXDOT for the Project, pursuant to applicable authority.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

By approving this Agreement, the County acknowledges the Project involves risk. The submission of the County's application to TXDOT for grant funding for the Project may not be successful. Risk exists that the County's request for grant funding will not be granted by TXDOT in full, in part, or at all.

The Scope of Services specifically will not include the following matters unless otherwise agreed by the parties in writing: (a) litigation; (b) meetings or conferences with TXDOT, other administrative agency personnel, or road project contractors or personnel; (c) preparation and submission of more than one County application to TXDOT for grant funding for the Project; (d) post-grant award legal services including without limitation (i) documents, (ii) competitive procurement, (iii) road project reimbursement from TXDOT, and/or (iv) contract review, negotiation, drafting, or implementation related to TXDOT agreements or road repair or construction projects; and (e) our engagement or payment responsibility for expert consultation or review, including but not limited to engineering, surveying, appraisal, contractors, or other technical experts or road project personnel desired by the County for the Project.

Exhibit B — Billing Rates
Bickerstaff Heath Delgado Acosta LLP

Notwithstanding anything to the contrary stated in this Agreement, the parties agree as follows;

- **No Retainer** – No retainer will be required.
- **Rates Charged** – For the professional services identified within the Scope of Services, the rates charged to the County by the firm for the Project will be as follows: (a) \$315.00 per hour for attorneys; (b) \$185.00 per hour for specialists and paralegals, including GIS services and mapping provided by the firm if desired by the County.
- **Cost/Expense Reimbursement** – Reimbursable costs and expenses incurred by the firm shall be paid by the County to the firm, as described on page 1 and Exhibit C of this Agreement.
- **Cap Fee Agreement** – This is a Cap Fee Agreement. Depending on the number and complexity of the transportation infrastructure projects identified by the County for its grant funding application to TXDOT for the Project, we estimate the total work to complete the Project will be between 50 and 100 service hours. Our fees, however, shall be capped at (1) the total amount of \$31,500.00 should additional services within the Scope of Services be required to complete the Project, plus (2) the payment to the firm of the aforesaid and agreed reimbursement of its costs and expenses incurred for the Project.

Exhibit C—Client Costs Advanced Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent travelling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider, unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: filing fees; publication notices; expert witnesses; and consultants.

**Exhibit D—Verification Required by Texas Government Code Chapter 2270
Bickerstaff Heath Delgado Acosta LLP**

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED: 

Charles R. Kimbrough, Partner
Bickerstaff Heath Delgado Acosta LLC
Date: February 21, 2020

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.

2020 County Transportation Infrastructure Fund Grant Program

[Texas Department of Transportation](#) > [Government](#) > [Grants](#)

Background

The 83rd Legislature (2013), in Senate Bill 1747, created Subchapter C (Transportation Infrastructure Fund), Chapter 256, Transportation Code, to establish the County Transportation Infrastructure Fund "CTIF" Grant Program (program) and charged the Texas Department of Transportation (TxDOT) with administering the program. The program provides grants to eligible counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production. The program requires local matching funds of 10 percent for counties determined to be "economically disadvantaged" pursuant to Section 222.053, Transportation Code, and 20 percent for all other counties. In 2013, the legislature appropriated \$225 million for the program and established a statutory formula that allocated the funds to eligible counties.

- 2014 Program Call

Current Program

During the 86th Legislature (2019), House Bill 4280 modified the statutory allocation formula for the program and added additional program requirements for grant recipients. Specifically, HB 4280 amended Subchapter C, Chapter 256, Transportation Code, by adding Section 256.107 to require that, when a county uses program funds to contract for construction or maintenance, the county must competitively bid (low-bid) the projects and publicly open the bids. Under Section 256.108, Transportation Code, a county must spend the county's grant allocation within five years from the award date.

HB 4280 modified the statutory allocation formula for the program by adding the vertical well completion ratio as a factor in the program allocation formula and adjusts the relative percentages of two other factors to establish the following revised allocation formula for distributing grant funds among the counties.

- 10 percent - weight tolerance permits ratio (previously 20 percent)
- 20 percent - oil and gas production taxes ratio (no change)
- 45 percent - horizontal well completion ratio (previously 50 percent)
- 10 percent - volume of oil and gas waste injected ratio (no change)
- 15 percent - vertical well completion ratio (new)

TxDOT received Fiscal Year 2019 data from the Texas Comptroller of Public Accounts, the Texas Railroad Commission and the Texas Department of Motor Vehicles to calculate the allocation of grant funds appropriately with the updated formula requirements of the program.

The 86th Legislature appropriated \$250 million for the 2020 program call. HB 4280 required TxDOT to update and modify the program's current administrative rules, program documents and agreements. The proposed changes to the administrative rules were proposed for adoption by the Texas Transportation Commission at the November 2019 meeting. It is anticipated that the administrative rules will be finalized at the February 2020 Texas Transportation Commission meeting and published in the Texas Register mid-March of 2020.

2020 Program Call

After the rules are adopted by the Texas Transportation Commission, TxDOT will notify all counties, by letter to the county judge, of the application process and timeframe for submitting an application to TxDOT for the 2020 program call. The letter will include an estimated grant allocation amount based on the statutorily required allocation formula, with the assumption that all eligible 254 counties apply for the grants. The 2020 application process will be similar to the program call completed in 2014. Counties will be required to complete an application form, submit a list of proposed county projects and submit the county-approved road condition report.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bickerstaff Heath Delgado Acosta LLP
Austin, TX United States

Certificate Number:
2020-59093B

Date Filed:
02/21/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hockley County, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2020-BHDA001
Representation regarding 2020 TXDOT Grant

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Willms Rogers, Emily	Austin, TX United States	X	
Mendez, David	Austin, TX United States	X	
Maxwell, Susan M.	Austin, TX United States	X	
Than, Catherine	Houston, TX United States	X	
Weller, Steven H.	Austin, TX United States	X	
Katz, Joshua	Austin, TX United States	X	

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is ALLEN ODUM, and my date of birth is Oct 22, 1973.

My address is 3711 S. MOORE EVM, BLDG ONE, STE 300, AUSTIN, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS, on the 21st day of FEBRUARY, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received <hr/> FILED FOR RECORD _____ O'CLOCK _____ M. <hr/> DEC 06 2019 <hr/> County Clerk, Hockley County, Texas	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="margin-left: 20px;">Bickerstaff Heath Delgado Acosta LLP</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 40px;">None.</p> <p style="text-align: center; margin-left: 40px;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 20px;">None.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="margin-left: 20px;">None.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-left: 40px;"> _____ Sydney W. Falk </p> <p style="margin-left: 300px;"> _____ 12/02/2019 Date </p>		



February 21, 2020

Hon. Sharla Baldrige, County Judge
Hockley County, Texas
Hockley County Courthouse
802 Houston Street, Suite 101
Levelland, TX 79336

VIA E-MAIL AND FEDERAL EXPRESS

Re: Bickerstaff Heath Delgado Acosta LLP -- Proposal for Legal Services
2020 TXDOT County Transportation Infrastructure Fund Grant Program

Dear Judge Baldrige:

Thank you for expressing the potential interest of Hockley County ("County") regarding our services for a 2020 TXDOT County Transportation Infrastructure Fund grant project. The 2020 TXDOT grant program is being conducted pursuant to House Bill 4280, enacted in 2019 by the Texas Legislature, and designed to aid eligible counties to obtain grant funding to repair roads and bridges damaged by activities of the oil and gas industry.

The 2020 TXDOT program involves a total legislative appropriation of \$250 million for grant funding to eligible counties across the state which choose to participate in the program. The 2020 program will be similar to the 2013-2014 grant program (involving \$225 million in total funding) conducted by TXDOT, but important rule changes are expected to be implemented by TXDOT.

We are prepared to represent the County, and would be honored to do so, should the County decide to initiate a project to participate in the 2020 TXDOT grant program. The following documents are enclosed regarding our proposal for legal services for such a project:

- (1) a proposed Commissioners Court vote-order (in duplicate) approving our engagement for the County's project -- with the proposed Engagement Agreement attached as Exhibit 1 to the order;
- (2) a copy of the TXDOT website information re its 2020 grant program;
- (3) our executed Form 1295/Texas Ethics Commission Certificate of Interested Parties; and
- (4) a copy of our executed and submitted Form CIQ, dated December

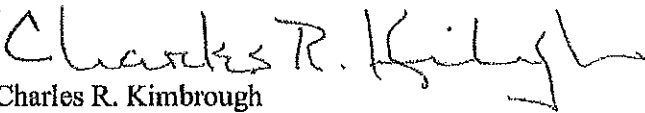
2, 2019, pursuant to Chapter 176 of the Texas Local Government Code.

Should the County decide to initiate a project to participate in the 2020 TXDOT grant program, we propose a cap fee agreement, as described in the enclosed Engagement Agreement, in which: (1) the total amount of potential fees are capped at an agreed amount; and (2) out of pocket expenses incurred by the firm are reimbursed by the County.

Please review our proposal and call if you have questions. I will appear at a Commissioners Court meeting (when convenient and at no cost to the County) to discuss this proposal and answer questions.

Thank you for considering our firm to again represent the interests of Hockley County.

Sincerely,


Charles R. Kimbrough

Enclosures (5)

Copy:

Hon. Anna Hord County Attorney
Hockley County, Texas

VIA E-MAIL

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

The foregoing Minutes of a Commissioner's Court meeting held on the 6th day of April, A. D. 2020, was examined by me and approved.

Curtis Thrash
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Ramy Carter
Commissioner, Precinct No. 2

Donna G...
Commissioner, Precinct No. 4

Stevie Bledidge
County Judge

Jennifer Palermo
JENNIFER PALERMO, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas



