

**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 Monday, the 5<sup>th</sup> day of June, 2023 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:

1. Read for approval the minutes of the Special Meeting held at 9:00 a.m. on Monday, May 22, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court dated through June 5, 2023.
3. Hear the monthly Public Assistance report.
4. Consider and take necessary action and approve the Rate Change Amendment from Integrated Prescription Management which is tabled item 6 from a previous agenda dated May 22, 2023. Said language of item 6 is hereby amended to remove "concerning Texas IHC rate changes".
5. Consider and take necessary action to approve the Irrevocable Letter of Credit as submitted by First Bank & Trust.
6. Discussion and potential action to approve the Service Contract with GiF Services, LLC to aid in asbestos abatement specifications and contractor bidding.
7. Consider and take necessary action to approve the acceptance of a Memorial Donation sent by Fifth Street Baptist made by Reeda York on behalf of her father, John Moonen to the Hockley County Sheriff's Office in the amount of \$75.00 to be used for Deputy Training.
8. Consider and take necessary action to approve the Continuation Certificate of Brandon Lewis, Hockley County Sheriff's Office which is tabled item 9 from a previous agenda dated May 22, 2023.
9. Consider and take necessary action to approve a road crossing for Beryl Oil and Gas, LP on Cheyenne Road in Precinct 3.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.**

BY: Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

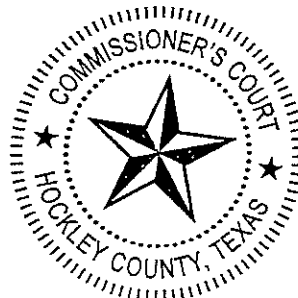
Filed for Record  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

JUN 1 - 2023  
Jennifer Palermo  
County Clerk, Hockley County, Texas

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 1<sup>st</sup> day of June, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 1<sup>st</sup> day of June, 2023.

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



THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT  
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING

JUNE 5, 2023

Be it remembered that on this the 5th day of June A.D. 2023, 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
Alan D. Wisdom		Commissioner Precinct No. 1
Larry Carter		Commissioner Precinct No. 2
Seth Graf	ABSENT	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 Carter, second by Commissioner Wisdom, 3 Votes Yes, 0 Votes No, that the Minutes of a SPECIAL meeting of the Commissioner's Court, held on May 22, 2023, be approved, and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 3 votes yes, 0 votes No, that the monthly bills and claims submitted to the court and dated through June 5, 2023, be approved, and stand as read.

Hear monthly Public Assistance report for May 2023 from Cara Phelan.

# HOCKLEY COUNTY PUBLIC ASSISTANCE

## DISPOSITIONS OF APPLICATIONS & REQUEST FOR PAYMENT

Hockley County Public Assistance Administrator Cara Phelan presents the following requests for financial assistance to the Hockley County Commissioner's Court. Payment is recommended for eligible applicants based on the Public Assistance Guidelines.

MAY 2023			
SUMMARY OF PUBLIC ASSISTANCE REQUESTS			
CLIENTS ELIGIBLE FOR ASSISTANCE			
NAME	CITY	REQUEST	AMOUNT
Bennett, Marie	Levelland	Utility	\$75.00
Golightly, Kay	Levelland	Rent	\$93.00
Gross, George	Levelland	Rent	\$150.00
Landa, Bartolo	Levelland	Utility	\$58.46
Long, Brandy	Levelland	Utility	\$63.69
Mares Yolanda	Levelland	Utility	\$75.00
Vargas, Ruby	Levelland	Utility	\$75.00
TOTAL PUBLIC ASSISTANCE APPROVED			<b>\$590.15</b>
CLIENTS INELIGIBLE FOR ASSISTANCE			
NAME	CITY	REQUEST	REASON FOR DENIAL
Brown, Jessica	Levelland	Utility	Bill too high-referred to XCEL Energy Portal
Capes, Jennifer	Levelland	Rent	Not eligible until June
Evans, Wanda	Anton	Utility	Over Income
Ferrell, Elizabeth	Levelland	Utility	Bill too high-referred to XCEL Assistance Portal
Flores, Anthony	Levelland	Utility	Did not provide requested documentation
Flores, Belinda	Levelland	Utility	Did not provide requested documentation
Green, Beckie	Levelland	Utility	SPCAA is paying for the rest of 2023
Juarez, Ruby	Anton	Utility	Did not provide requested documentation
Munoz, Breanna	Levelland	Rent	Did not provide requested documentation
Stogsdill, Trema	Levelland	Utility	Over Income
Wheeler, Marty	Levelland	Utility	Bill too high-referred to XCEL Assistance Portal
Zepeda, Emma	Levelland	Utility	SPCAA is providing assistance

PAUPER BURIAL APPLICATIONS			
APPLICANT / DECEASED	PHYSICAL ADDRESS	CITY	AMOUNT
none			

Respectfully Submitted to:  
Hockley County Commissioners Court  
Monday, June 5, 2023  
Hockley County Public Assistance  
Administrator

*Cara Phelan*

# HOCKLEY COUNTY

**PUBLIC ASSISTANCE**

**INDIGENT HEALTHCARE**

**VETERANS SERVICES**

Report to Commissioners Court for MAY 2023

Presented JUNE 5, 2023

Presented by: Cara Phelan-Administrator

<b>ACTIVITY SUMMARY</b>		
<b>Type of Contact</b>	<b>Number of Contacts</b>	<b>Comment</b>
Indigent Health Care	17	New applications requested. Questions and referrals 8% Audit ongoing
Public Assistance	54	7 -Approved 12-Denied
Veterans Services	15	6-Claims
Ministerial Alliance	10	\$310.29 Client Assistance (Water and Electric bills)
Pauper Burial	0	
Misc.	65	Referrals(to SPCAA, Salvation Army, XCEL Assistance Portal, Ministerial Alliance)
<b>TOTAL CONTACTS</b>	<b>161</b>	

Motion by Commissioner Carter, second by Commissioner Clevenger, 3 votes yes, 0 votes No, that commissioner court approved the Rate Change Amendment from integrated Prescription Management which is tabled item 6 from a previous agenda dated May 22, 2023. Said language of item 6 is hereby amended to remove "concerning Texas IHC rate changes". As per IHC quote recorded below.

**\*\*CVS and Walgreens require distinct reimbursement models and are priced separately to accommodate to their requirements\*\***

With all other services unaffected, the new rates with the new IPM added administrative fee, your county will still be able to achieve cost savings represented in the last 2 columns of the above table.

As part of our analysis, we reviewed a 3 month data set of *RxOutreach* claims and discovered that the new rates achieved an aggregate of 30% savings. Any county utilizing *RxOutreach*, the county is able to obtain those prescriptions at the retail network under IPM, save money on those claims, and be compliant with the new rate structure.

On the following page, you will find more information on services provided to your county by IPM as well as information provided by HHS, which is now incorporated to the CIHCP Handbook. **Services provided to the county by IPM:**

In narrative, IPM provides county staff to system to *manage* the eligibility, plan design, and access to claim data. This platform allows for counties to enforce their individual county policy, i.e. 3 Rx's/month, Max cost, refills too soon, drug restrictions, pharmacy access, eligibility verification, electronic processing of prescription bills, and access to patient utilization and reporting. IPM has an integration with EMR vendors, such as IHS, Network Sciences, etc. to nightly sync eligibility and ability for county to electronically process prescription bills from 1 provider. County can utilize as many pharmacies as they choose with contracting with 1 provider, IPM.

IPM Behind the scenes	IPM Client Services
Network Pharmacy Contract Management & Access	Account Management Team
Adjudication Platform; Enhancements & Maintenance	Ongoing training, education & support
Client Portal Updates & Maintenance	Drug Price Comparison Requests
Contract Negotiations and Updates	Customized reporting and data access
Pricing & Analytics	Commissioner Court support
MAC management team	Enforcement of county policies with benefit design
Access to system to fully manage plan design	FREE Drug program consulting

**How do I find out more information on the change?**

Answer: Below, we've provided the steps taken directly from the Health Human Services notification, if you'd like to review pricing and formulary details. You may also reach out to them directly: e-mail [CIHCP@hhs.texas.gov](mailto:CIHCP@hhs.texas.gov) or call (512) 438-2350

If you'd like to review the details of the new requirements and search the formulary for pricing, follow the steps below:

1. Go to <https://www.txvendordrug.com/> and go to the pull-down menu, select "Formulary", and "Formulary Search."
2. Under "Formulary Search", "Drug search", type in the information of a drug and click on "Search."
3. From "Search Results: Formulary Drugs" screen, select the correct "Brand Name/Generic Name/Package Size."
4. From the "Drug Details" screen, obtain the package size and the retail pharmacy cost. (The package size can be found from the line named "Package size" under section "General". The retail pharmacy cost can be found from the line named "Retail Pharmacy Cost" under section "Drug Pricing").
5. Go to webpage "Professional Dispensing Fees" by clicking the link: <https://www.txvendordrug.com/about/manuals/pharmacy-provider-procedure-manual/14-pricing-and-reimbursement/3-professional>.
6. Follow the instructions under "Professional Dispensing Fees" to calculate the reimbursed amount. At the bottom of this webpage, there is an example on how to calculate the total reimbursement amount.

**Can a county pay an administrative fee for administration of this program?**

Answer: IPM has discussed with the state and the answer is yes. A county can pay a fee to have a provider administer the program as long as the "cost" of the drug is calculated accurately according to the new rate standard.

If there are any further clarifications needed, please contact one of the IPM representatives below:

**Dustin Murders, AVP Sales & Strategy Support**

P: 830.388.8125 | [dmurders@rxipm.com](mailto:dmurders@rxipm.com)

**Melissa Hawkins, Chief Strategy Officer**

P: 877.846.3397 Ext: 8046 | Cell: 817.600.6413 | [mhawkins@rxipm.com](mailto:mhawkins@rxipm.com)

IPM received an announcement of CIHC rate change, but no specific actions: August 30, 2022

December 1, 2022, IPM received notification of rate changes by state with effective date of **January 1, 2023**

IHC History of rates: IPM representatives have worked with CIHCP since 2005 and in the history, the State has only decreased the “dispensing fee” on the claim and not the formula for the calculation of the medication ingredient costs.

Based on the IHC Handbook rates prior to January 1, 2023:

**Brand Drugs:** AWP – 15%; \$3 Dispense Fee

**Generic Drugs:** AWP – 50%; \$3 Dispense Fee

\*No distinction for OTC items; priced at Brand or Generic rates\*

Texas Health Human Services recently published an updated payment standard requirement for all County Indigent Health Care Programs(CIHCP) **effective January 1, 2023**:

The ingredient cost is equal to the National Average Drug Acquisition Cost (NADAC) price, or (WAC minus 2 percent) if NADAC pricing is not available. Billing for legend drug and non-legend drug (OTC) prescriptions are to be billed the lesser of the following:

1. Actual Acquisition Cost (AAC) plus a dispensing fee of \$7.93
2. The Usual and Customary (UAC) price charged the general public
3. The Gross Amount Due (GAD), if provided

IPM developed this program specific for the county indigent healthcare programs. IPM implemented this program for all CIHCP to utilize any network pharmacy in their county and provides access to full PBM services that ultimately has saved counties 40% to up to 79% on their prescription drug costs. With the new rates implemented and no ample notice, IPM did not have adequate time to review and analyze prior to the effective date. IPM worked diligently in December to get the new rates implemented by January 1, 2023, however, that did not provide enough time for us to review the impact of these new rates with our network. Below you will find a table showing you high level metrics to review for your specific county utilization.

IPM currently holds contract agreements with the counties to administer their prescription drugs offered under the County Indigent HealthCare program. IPM immediately accommodated the new rate structure and it went into effect January 1, 2023, however, IPM will be implementing a network fee to cover the costs of the administration of the program and continue to provide network access to the counties.

*Note: Billing totals below are based on original billing amounts of January to November of 2022 and are intended to provide visibility to the difference between historical pricing and the new pricing. \*Savings based off of current network usage*

Acct	Average Members	Jail Capacity	Monthly Fee	Estimated Pre-2023 Billing Based on Analysis	New Estimated Annualized Bill (inclusive of fees)	Estimated Annualized Savings (inclusive of fees)*	CVS Unique Members
JAIL	137	64	\$1350	\$42,929.46	\$39,047	\$3,881	75
IHCP	10	-	\$125	\$25,963	\$15,318	\$10,645	7

**\*\*Exclude CVS on JAIL; additional savings of \$6,000/annually; on IHC \$900/annually**

Static Fee (monthly) by Membership (*EXCLUDES CVS/Walgreens)	MEMBERS	MONTHLY FEE
Tier 1	1-10	\$50
Tier 2	11-25	\$125
Tier 3	26-50	\$450
Tier 4	51-100	\$650
Tier 5	101-250	\$850
Tier 6	251-500	\$1,050
Tier 7	500+	\$1,500

Static Fee (monthly) by Membership (*INCLUDES CVS/Walgreens)	MEMBERS	MONTHLY FEE
Tier 1	1-10	\$125
Tier 2	11-25	\$250
Tier 3	26-50	\$750
Tier 4	51-100	\$950
Tier 5	101-250	\$1,350
Tier 6	251-500	\$1,500
Tier 7	500+	\$2,050

**Amendment To Pharmacy Benefit Management Services**

Integrated Prescription Management, Inc. ("IPM") and Hockley County, Texas ("Client") entered into a Pharmacy Benefit Management Agreement with an Effective Date of October 20, 2014 (the "Agreement"). This Amendment to Pharmacy Benefit Management Agreement is made and entered into as of January 1, 2023.

WHEREAS, IPM and Client have entered into the Agreement in which IPM provides pharmacy benefit management services to Client; and

WHEREAS, the Parties desire to amend the Original Agreement rates to align with Texas Health Human Services rate standard requirement effective January 1, 2023;

NOW THEREFORE, in consideration of the mutual promises and conditions contained here under and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Rates:** This agreement will initiate new program rates to align with Texas Health Human Services drug pricing standards; (Pharmacy Cost \* Quantity Dispensed) + \$7.93) / .9804

The ingredient cost is equal to the National Average Drug Acquisition Cost (NADAC) price, or (WAC minus 2 percent) if NADAC pricing is not available. Billing for legend drug and non-legend drug (OTC) prescriptions are to be billed the lesser of the following:

1. Actual Acquisition Cost (AAC) plus a dispensing fee of \$7.93
2. The Usual and Customary (UAC) price charged the general public
3. The Gross Amount Due (GAD), if provided


IPM will ensure to capture the various pricing points to enforce compliance with the new rates standard. As a Pharmacy Benefits Manager (PBM) providing services with the new rate standard, a network fee to administer PBM services will be applied at invoicing:

Static Fee (monthly) by Membership (*EXCLUDES CVS/Walgreens)	MEMBERS	MONTHLY FEE	Static Fee (monthly) by Membership (*INCLUDES CVS/Walgreens)	MEMBERS	MONTHLY FEE
Tier 1	1-10	\$50	Tier 1	1-10	\$125
Tier 2	11-25	\$125	Tier 2	11-25	\$250
Tier 3	26-50	\$450	Tier 3	26-50	\$750
Tier 4	51-100	\$650	Tier 4	51-100	\$950
Tier 5	101-250	\$850	Tier 5	101-250	\$1,350
Tier 6	251-500	\$1,050	Tier 6	251-500	\$1,500
Tier 7	500+	\$1,500	Tier 7	500+	\$2,050

Ingredient costs may differ by the type of pharmacy and the benchmark for drug pricing is primarily the National Average Drug Acquisition Cost (NADAC), the benchmark of retail pharmacy acquisition costs developed by CMS as previously discussed. HHSC uses a drug's wholesale acquisition cost (WAC) price when NADAC pricing is unavailable.

WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the Effective Date.

**INTEGRATED PRESCRIPTION MANAGEMENT, INC.**

  
 \_\_\_\_\_  
 Signature

Melissa Hawkins  
 \_\_\_\_\_  
 Name

Chief Strategy Officer  
 \_\_\_\_\_  
 Title

06/05/2023  
 \_\_\_\_\_  
 Date

**HOCKLEY COUNTY, TEXAS**

  
 \_\_\_\_\_  
 Signature

Sharla Baldrige  
 \_\_\_\_\_  
 Name

County Judge  
 \_\_\_\_\_  
 Title

6/5/2023  
 \_\_\_\_\_  
 Date



Motion by Commissioner Clevenger, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that commissioners court approved the Irrevocable Letter of Credit as submitted by First Bank & Trust. As per Order to approve irrevocable letter of credit recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE IRREVOCABLE LETTER OF CREDIT

It is the ORDER of the Commissioners' Court of Hockley County to approve the Irrevocable Letter of Credit as submitted by First Bank & Trust.

DONE IN OPEN COURT, this the 5<sup>th</sup> day of June, 2023, upon motion by Commissioner, Tommy Clevenger, seconded by Commissioner, Alan Wisdom.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

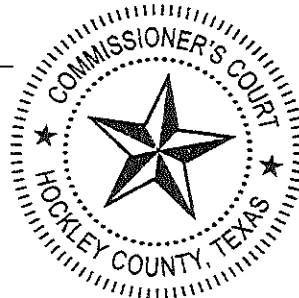
Alan Wisdom  
Alan Wisdom, Commissioner, Precinct 1

Larry Carter  
Larry Carter, Commissioner, Precinct 2

Absent  
Seth Graf, Commissioner, Precinct 3

Tommy Clevenger  
Tommy Clevenger, Commissioner, Precinct 4

ATTEST: Jennifer Palermo  
Jennifer Palermo, County Clerk,  
Ex-Officio Clerk of Commissioners  
Court of Hockley County, Texas





**IRREVOCABLE LETTER OF CREDIT**

**BENEFICIARY:**

HOCKLEY COUNTY  
802 HOUSTON ST  
STE 104  
LEVELLAND, TX 79336

**Letter of Credit No. 80322**

**Effective Date: May 19, 2023**

We hereby establish our irrevocable letter of credit in your favor, for the account of HTLF Bank, Denver, CO, whereby we hereby irrevocably authorize you to draw on us up to a maximum aggregate amount of US \$42,000,000 (Forty-Two Million Dollars). Multiple draws are prohibited. The Expiration Date of this letter of credit is August 18, 2023.

A draw under this letter of credit must be made by presenting to us at the location identified below a certificate (Drawing Certificate) in the form of Exhibit A (with all blanks appropriately completed). No further documentation, including this letter of credit, shall be required to make a draw, it being understood that a Drawing Certificate is to be the sole operative instrument of drawing.

This letter of credit is not transferable or assignable.

To the extent not inconsistent with the express terms hereof, this letter of credit is issued subject to the International Standby Practices 1998, International Chamber of Commerce Publication 590 (ISP98). As to matters not governed by ISP98, this letter of credit is subject to the laws of the State of Colorado, including without limitation the Colorado Uniform Commercial Code.

A Drawing Certificate must be presented to us at our offices at 500 S.W. Wanamaker, Topeka, Kansas 66606 by physical delivery or by facsimile (at facsimile number 785.234.1723). A draw received by us on or before the Expiration Date and in compliance with the terms of this letter of credit will be duly honored by us. If a drawing is presented to us before 11:00 a.m., Central Time, payment will be made to you to the account number or address designated by you of the amount specified, in immediately available funds, on the same Business Day. If a drawing is presented to us after 11:00 a.m., Central Time, payment will be made to you to the account number or address designated by you of the amount specified, in immediately available funds, on the following Business Day. "Business Day" means any day that the Federal Reserve Bank of Kansas City is open for business.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amended by reference to any other document herein or by reference to this letter of credit in any other document.

By accepting this letter of credit, you hereby irrevocably submit to the sole and exclusive jurisdiction of the federal and state courts within the State of Colorado if any claim or dispute may arise with respect to this letter of credit.

Sincerely,

Federal Home Loan Bank of Topeka

A handwritten signature in cursive script that reads "Michelle Oliver".

Michelle Oliver, Lending Operations Officer

Motion by Commissioner Carter, second by Commissioner Clevenger, 3 votes yes, 0 votes no, that Commissioners court approved the Service Contract with Gif Services, LLC to aid in asbestos abatement specifications and contractor bidding. As per GIF proposal No P2359 recorded below.

May 26, 2023



Proposal No P2359

Hockley County  
802 Houston Street, Suite 101  
Levelland, Texas 79336

Attention: Hon. Sharla Baldrige  
Phone: (830) 854-0911  
Email: sbaldrige@hockleycounty.org

Re: Proposal for Asbestos Abatement Specification and Contractor Bidding  
Three Commercial Buildings  
702, 706 & 708 Avenue H  
Levelland, Texas 79336

Dear Ms. Baldrige:

GiF Services, LLC (GiF) is pleased to provide you with this proposal to develop asbestos abatement specifications and perform abatement contractor bid solicitation services for the above three buildings in Levelland, Texas.

## **BACKGROUND**

GiF understands Hockley County has requested Asbestos Abatement Specification and Contractor Bidding services in conjunction with the removal of previously identified asbestos-containing materials (ACMs) as identified in GiF Services Asbestos Inspection Report No. 23191, dated May 16, 2023. These services will be performed in general accordance with EPA regulation 40 CFR 61, the National Emission Standards for Hazardous Air Pollutants (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). GiF understands abatement is requested in preparation of the planned demolition of the three commercial buildings.

In accordance with the Texas Asbestos Health Protection Rules (TAHPR) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) the interior and exterior asbestos containing materials (ACMs) which will be rendered friable during demolition, greater than 160 square feet, 260 linear feet or 35 cubic feet, will be included in the asbestos abatement scope of work (specification).

## **SCOPE OF WORK**

### **Task 1 – Specifications**

GiF will prepare an asbestos abatement specification (scope of work) for the removal of identified ACM. These specifications will be prepared by a Texas Department of State Health Services (TDSHS) licensed Individual Asbestos Consultant and will identify the required practices and controls necessary for the ACM removal to comply with federal and state regulations. The

GiF Services, LLC  
Environmental and Due Diligence Consulting Services  
Lewisville • Lubbock  
[www.gifservices.net](http://www.gifservices.net)

specifications will also incorporate instructions specific to site conditions. The project specifications will include:

- Required materials to be utilized by the Contractor
- Texas, EPA, OSHA regulations and any other Federal, State regulations pertaining to asbestos removal, encapsulation and disposal
- Requested contractor submittals including as certifications, work plans, notifications, disposal arrangements and training documents
- Asbestos worker protection requirements
- Abatement work area preparation
- Asbestos removal methods to be utilized
- Abatement work area decontamination procedures
- Final abatement clearance requirements
- Asbestos waste disposal requirements

GiF will prepare the specifications and provide it to the Client in PDF format. *Please note GiF's written specifications may not be used by another asbestos consultant or entity to monitor the project without prior written permission from GiF and the Client.*

### **Task 2 – Contractor Bid Solicitation**

Following development of an asbestos abatement specification GiF will assist Client solicit bids for asbestos abatement removal services. Contractor bid solicitation services will include invitation to bidding (ITB) for the client-requested number of TDSHS licensed asbestos abatement contractors for removal of the identified ACM. Bidding will be based on the asbestos abatement specification (scope of work) document prepared by GiF. Bid solicitation will include an onsite pre-bid meeting, question, and answer process (as needed), specification addendums (as needed) and a bid tabulation of the bids for the Client's consideration.

### **Client/Owner Responsibilities**

Consultant's expectations for the Client/building owner include:

- Legal access to the site for the contractor bid solicitation meeting and other planning meetings
- Retaining waste disposal documentation, including copies of disposal manifests
- If previously unknown, suspect ACMs are discovered during abatement and/or renovation, it is the property Owner's responsibility to verify the asbestos content of the suspect ACBMs. GiF can provide this service on behalf of Owner or on behalf of Client for Owner. If GiF provides these services, it will be at an additional cost
- Contracting directly with a licensed asbestos contractor for removal of the ACM
- Coordination with a demolition contractor following abatement,
- Payment of the TDSHS notification fee

**ESTIMATE OF FEES**

GiF services will perform the above scope of work for the following fees:

Task 1 – Asbestos Abatement Specification (scope of work and drawings)	\$ 750.00
Task 2 – Contractor Bid Solicitation (includes pre bid walkthrough and bid tabulation)	\$ 745.00
<b>TOTAL</b>	<b>\$1,495.00*</b>

\*Estimated price does not include daily abatement air monitoring/project management or notification fees directly invoiced by TDSHS.

Following the Contractor bid solicitation, GiF will provide the Client a separate proposal with costs to perform the daily air monitoring project management services during abatement, as required by TDSHS. GiF’s proposal will utilize the estimated number of days of onsite work estimated by the awarded asbestos abatement contractor.

The terms, conditions and limitations stated in the Service Contract (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

**SCHEDULE**

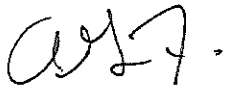
GiF can proceed with the above scope of work with a signed Service Contract or authorized Purchase Order. The abatement specification will be prepared and will be available within seven (7) business days. GiF can schedule the abatement contractor bid solicitation walkthrough meeting within ten (10) business days of finalizing the abatement specification (scope of work). GiF will coordinate with the Client (building owner) and selected abatement contractors to schedule a mutually agreeable time for the contractor bid solicitation meeting.

Upon completion of the proposed work GiF’s will invoice will be submitted to the Client via the email address appearing above. If any of the stated project understandings are incorrect, please contact us at your earliest convenience.

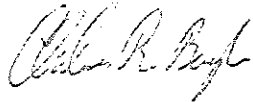


If this Proposal meets with your approval, please sign and return the signed Service Contract to Adam G. Finger at [afinger@qifservices.net](mailto:afinger@qifservices.net). If you have any questions, please feel free to contact the undersigned at (806) 548-4737.

Thank you,



Adam G. Finger  
Project Manager  
Licensed Independent Asbestos Consultant (TDSHS Lic. No 10-5772)



Charles R. Baugh, PG  
General Manager  
Licensed Independent Asbestos Consultant (TDSHS Lic. No 10-5121)



## SERVICE CONTRACT

This Contract is between Hockley County hereinafter referred to as CLIENT, and GiF Services, LLC, hereinafter referred to as CONSULTANT, for the Asbestos Consulting Services to be provided for the Three Commercial Buildings located at 702, 706 & 708 Avenue H, in Levelland, Texas. CONSULTANT will perform these services for an estimated fee of \$1,495.00 in accordance with Proposal No P2359 dated May 26, 2023, herein referred to as PROPOSAL which is incorporated into this contract in-full by this reference.

### 1. Services

The CLIENT recognizes the inherent risks connected with asbestos abatement, demolition and construction activities. CONSULTANT will use a reasonable degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in the same or similar locality. GiF does not warrant laboratories, regulatory agencies or third-party subcontractors utilized in the performance of the proposed scope of work. No warranty, expressed or implied, is made.

### 2. Limitations

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$2,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE ESTIMATE OF FEES SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

### 3. Claims by CLIENT

In the event the CLIENT makes a claim or brings any action against CONSULTANT for any act arising out the performance of these services, and the CLIENT fails to prove such claim or action, then the CLIENT shall pay all legal and other related costs and expenses incurred by CONSULTANT in defense of such claim or action.

### 4. Warranty of Authority to Sign

The person signing this contract warrants that he/she has authority to sign on behalf of the CLIENT for whose benefit CONSULTANT'S services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for all breaches of this contract and that in any action against him/her for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

### 5. Unanticipated Hazardous Materials

CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT, and to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.

**6. Hazardous Materials Risks**

CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and save CONSULTANT harmless from claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

**7. Samples**

Air samples will be held for thirty (30) days or delivered to CLIENT upon completion of testing unless CONSULTANT is otherwise advised.

**8. Payment**

CLIENT agrees to pay CONSULTANT \$1,495.00, the amount indicated in the PROPOSAL, in accordance with CONSULTANT's Estimate of Fees and any agreed upon written change orders or supplemental attachments. Invoices will be submitted to CLIENT by CONSULTANT and will be due and payable upon presentation. If CLIENT objects to any portion of any invoice, CLIENT will notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are considered delinquent if payment has not been received by CONSULTANT within thirty (30) days from date of invoice. CLIENT agrees to an administrative fee of 1.5% per day to be added for each invoice over 30 days, except any portion of the invoiced amount in dispute and resolved in favor of CLIENT. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to CONSULTANT, per CONSULTANT's current fee schedule. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. If the CLIENT requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100.00 per invoice may be charged plus \$1 per copy of back-up data.

**8. Termination**

This AGREEMENT may be terminated by either party within seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

**10. Dispute Resolution**

All claims, disputes, and other matters in controversy between CONSULTANT and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute of law arises related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

**Client: Hockley County**

**Consultant: GiF Services, LLC**

*Sharla Baldridge* 6/5/2023  
 \_\_\_\_\_  
 Signature Date

*Charles R. Baugh* May 26, 2023  
 \_\_\_\_\_  
 Signature Date

Sharla Baldridge  
 \_\_\_\_\_  
 Name Title  
*County Judge*

Charles R. Baugh General Manager  
 \_\_\_\_\_  
 Name Title

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 3 votes yes, 0 votes no, that Commissioners Court approved the acceptance of a Memorial Donation sent by Fifth Street Baptist made by Reeda York on behalf of her father, John Moonen to the Hockley County Sheriff's Office in the amount of \$75.00 to be used for Deputy Training. As per Order to approve donation recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO APPROVE DONATION**

It is the order of the Commissioners' Court of Hockley County that the \$75.00 Memorial Donation sent by Fifth Street Baptist and made by Reeda York on behalf of her father, John Moonen to the Hockley County Sheriff's Office in the amount of \$75.00 to be used for Deputy Training is hereby approved.

**DONE IN OPEN COURT**, this the 5<sup>th</sup> day of June, 2023, upon motion by Commissioner, Alan Wisdom, seconded by Commissioner, Tommy Cleverger.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

**ATTEST:**

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





# Fifth Street Baptist Church

P.O. BOX 1212  
LEVELLAND, TEXAS 79336  
(806) 894-3712

The enclosed check is a Memorial Donation, in lieu of flowers, for John Moonen.  
John was the father of Reeda Jon York, 302 11<sup>th</sup> Street, Levelland, TX 79336.  
Reeda is a member of our church and made this request.

Thanks for all you do for this community.

Sincerely,

Joy Harp, Secretary/Treasurer

Fifth Street Baptist Church – Levelland, TX.

<b>FIFTH STREET BAPTIST CHURCH</b> PO BOX 1212 • (806) 894-3712 LEVELLAND, TEXAS 79336-1212		<b>City Bank</b> city.bank • (800) 687-2265 88-173/1113	10581
PAY TO THE ORDER OF <u>Hockley Co. Sheriff's Office</u>		4/27/2023	DOLLARS
Seventy-Five Only*****		\$ **75.00	
MEMO <u>John Moonen Memorial to Deputy Training</u>		 AUTHORIZED SIGNATURE	

⑈010581⑈ ⑆111301737⑆ 10031801⑈

Motion by Commissioner Clevenger, second by Commissioner Carter, 3 votes yes, 0 votes no, that Commissioners Court approved the Continuation Certificate of Brandon Lewis, Hockley County Sheriff's Office which is tabled item 9 from a previous agenda dated May 22, 2023. As per Continuation Certificate recorded below.



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 65524685 briefly described as RESERVE DEPUTY SHERIFF COUNTY OF HOCKLEY  
 \_\_\_\_\_,  
 for BRANDON LEWIS  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ TWO THOUSAND AND NO/100 Dollars, for the term beginning June 08, 2023, and ending June 08, 2024, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 20th day of March, 2023.

WESTERN SURETY COMPANY

By Paul T. Bruzat  
 Paul T. Bruzat, Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One RESERVE DEPUTY SHERIFF COUNTY OF HOCKLEY

bond with bond number 65524685

for BRANDON LEWIS  
as Principal in the penalty amount not to exceed: \$2,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 20th day of March, 2023

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

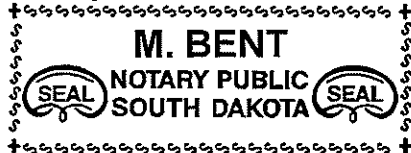
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 20th day of March, 2023, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC 01.601(a)(3)

**IMPORTANT NOTICE**

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# Western Surety Company

## RIDER

To be attached to and form part of Bond No. 65524685

It is hereby mutually agreed and understood by and between Western Surety Company and BRANDON LEWIS

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to:
- The following bond information changed:  
DESCRIPTION CHANGED TO:  
DEPUTY SHERIFF COUNTY OF HOCKLEY

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.  
It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 23rd day of May, 2023.

Signed this 23rd day of May, 2023.

WESTERN SURETY COMPANY  
 By: Paul T. Bruflat  
 Paul T. Bruflat, Vice President



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY SHERIFF COUNTY OF HOCKLEY

bond with bond number 65524685

for BRANDON LEWIS

as Principal in the penalty amount not to exceed: \$2,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 23rd day of May, 2023.

ATTEST

*L. Bauder*

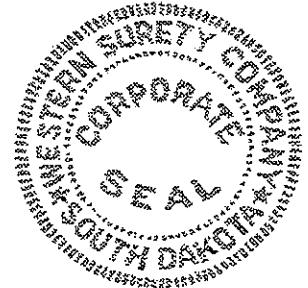
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

*Paul T. Bruflat*

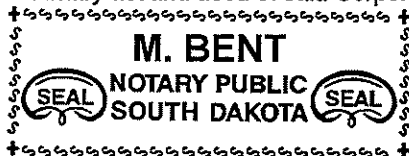
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 23rd day of May, 2023, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



*M. Bent*

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that Commissioner court approved a road crossing for Beryl Oil and gas, LP on Cheyenne Road in Precinct 3. As per Petition and Order recorded below.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF BERYL OIL AND GAS, LP FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Beryl Oil and Gas, LP, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain one pipeline under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting produced water from the Petitioner's sources of supply to Petitioner's markets.

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

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

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

DATED this 10<sup>th</sup> day of May, 2023.

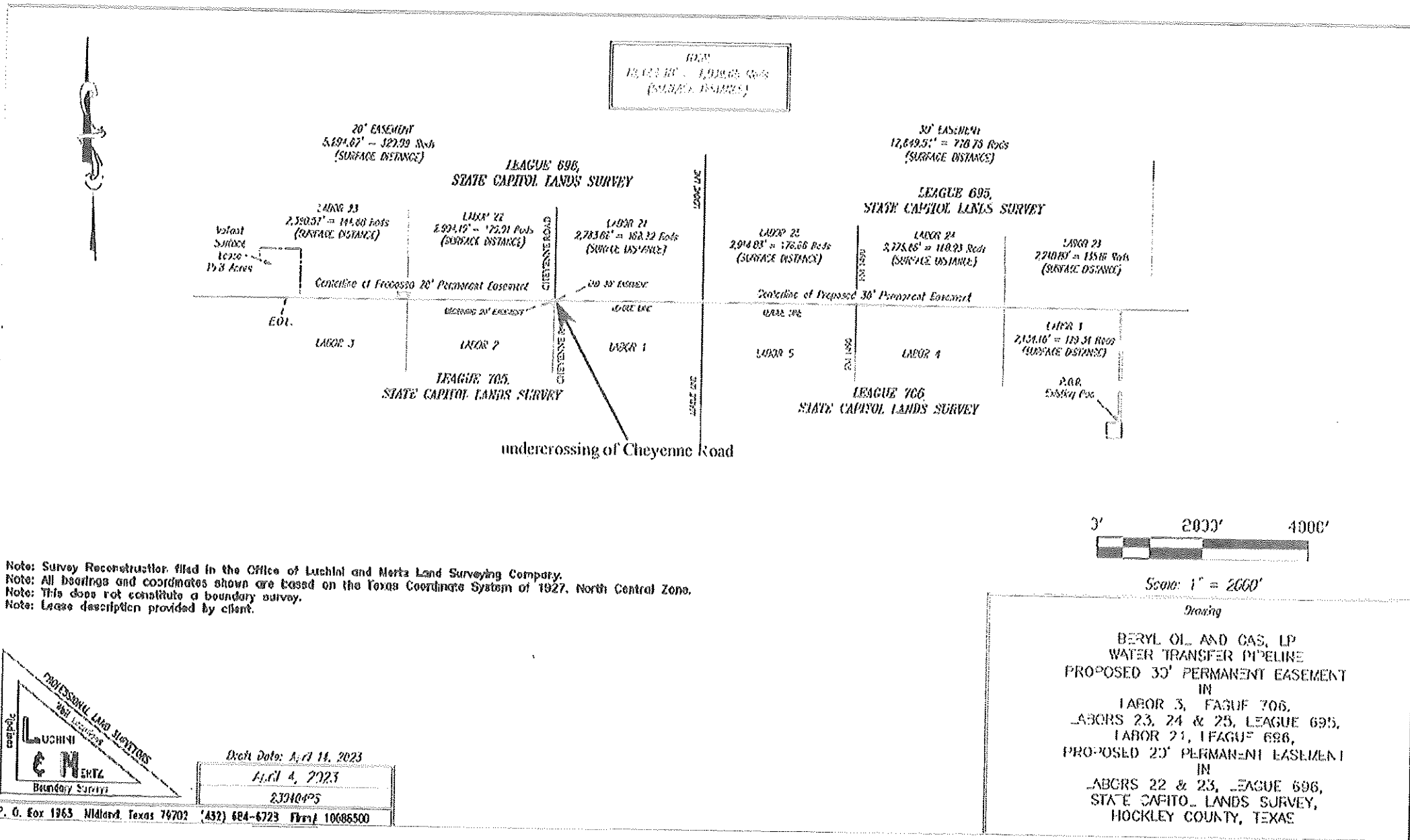
Beryl Oil and Gas, LP

BY \_\_\_\_\_

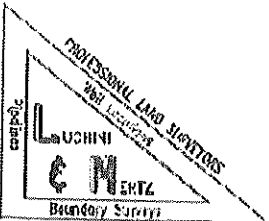
Tim C. Reece, Agent and Attorney in Fact

EXHIBIT "A"

ATTACHED TO AN MADE A PART OF THAT APPLICATION OF BERYL OIL AND GAS, LP FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS.



Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.  
 Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, North Central Zone.  
 Note: This does not constitute a boundary survey.  
 Note: Lease description provided by client.



Draft Date: 1/11/2023  
 File # 27923  
 23940425

P. O. Box 1963 Midland, Texas 79702 (432) 684-6723 Fax# 10686500

Drawing  
 BERYL OIL AND GAS, LP  
 WATER TRANSFER PIPELINE  
 PROPOSED 30' PERMANENT EASEMENT  
 IN  
 LABOR 3, LEAGUE 706,  
 LABORS 23, 24 & 25, LEAGUE 695,  
 LABOR 21, LEAGUE 696,  
 PROPOSED 20' PERMANENT EASEMENT  
 IN  
 LABORS 22 & 23, LEAGUE 696,  
 STATE CAPITOL LANDS SURVEY,  
 HOCKLEY COUNTY, TEXAS





BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF BERYL OIL AND GAS, LP FOR AUTHORITY  
TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

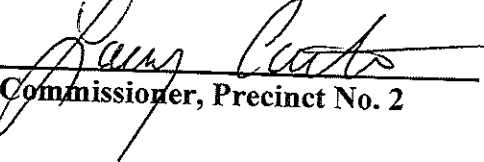
This cause coming on to be upon the petition of BERYL OIL AND GAS, LP, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

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

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

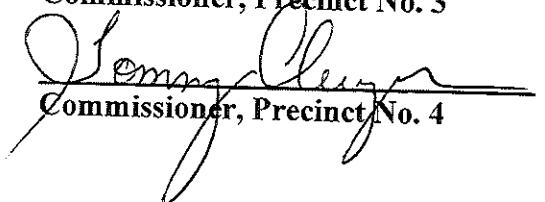
  
County Judge

  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 2

6/5/2023  
Date

  
Commissioner, Precinct No. 3

  
Commissioner, Precinct No. 4

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 5th day of June, A. D. 2023, was examined by me and approved.

Alan Wisdom  
Commissioner, Precinct No. 1

Absent  
Commissioner, Precinct No. 3

Ramy Canto  
Commissioner, Precinct No. 2

Sammy  
Commissioner, Precinct No. 4

Sharla Baldrige  
County Judge

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

