NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 21ST day of July, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- 1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, June 30, 2014.
- 2. Read for approval the minutes of a Special Meeting of the Commissioners Court held Thursday, July 10, 2014 for Budget Workshop.
- 3. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, July 14, 2014.
- 4. Read for approval all monthly bills and claims submitted to the court and dated through July 21, 2014.
- 5. Hear Public Assistance monthly report.
- 6. Consider and take necessary action to approve refund of ad valorem taxes.
- 7. Consider and take necessary action to approve disbursement from the Family Protection Fee account to the Stork's Nest Program.
- 8. Texas A & M AgriLife Extension to present quarterly update.
- Consider and take necessary action to approve the road crossings of Panhandle Pump & Irrigation on Barton Lane.
- 10. Consider and take necessary action to approve the road crossing at the intersection of Owl Road and Elk Road.
- 11. Consider and take necessary action to approve the 2015 County Holidays.
- 12. Consider and take necessary action to approve the purchase through the Buy Board of a 2014 Caterpillar Model CS54B for use in Precinct 2.
- 13. Consider and take necessary action to approve the Interlocal Agreement between Hockley County and the High Plains Underground Water Conservation District Number 1 for joint elections.
- 14. Consider and take necessary action to make amendments to the Hockley County Tax Abatement Policy.

15. Discussion concerning the Red Raider Wind Project tax abatement.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

FILED FOR RECORD
AT____O'CLOCK___M

BY:

Hockley County Judge

JUL 18 2014

County Clark, Hooldey County Tanas

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 18TH day of July, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 18TH day of July, 2014.

Irene Gumula, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

IN THE COMMISSIONER'S COURT OF HOCKLEY COUNTY, TEXAS

SPECIAL MEETING JULY 21, 2014

Be it remembered that on this the 21st day of July A.D. 2014, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls
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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 30th day of June, A.D. 2014, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 10th day of July, A.D. 2014, be approved and stand as read.

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 14th day of July, A.D. 2014, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through July 21, A. D. 2014, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 votes No, that Commissioners' Court grant permission and authority to Panhandle Pump & Irrigation to lay, construct, operate and maintain a 3" poly pipeline transporting fresh water under and across certain county roads, situated in Commissioners' Precinct No. 4, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF ANHAROLE PURP SIZE IGATION, FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, <u>PANHANGLE Pumpe Tellanton</u> nd petitions this Honorable Board for the right and authority to lay, construct, operate and maintain <u>3 poly</u> pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting <u>Fresh water</u> from the Petitioner's sources of supply to Petitioner's markets.

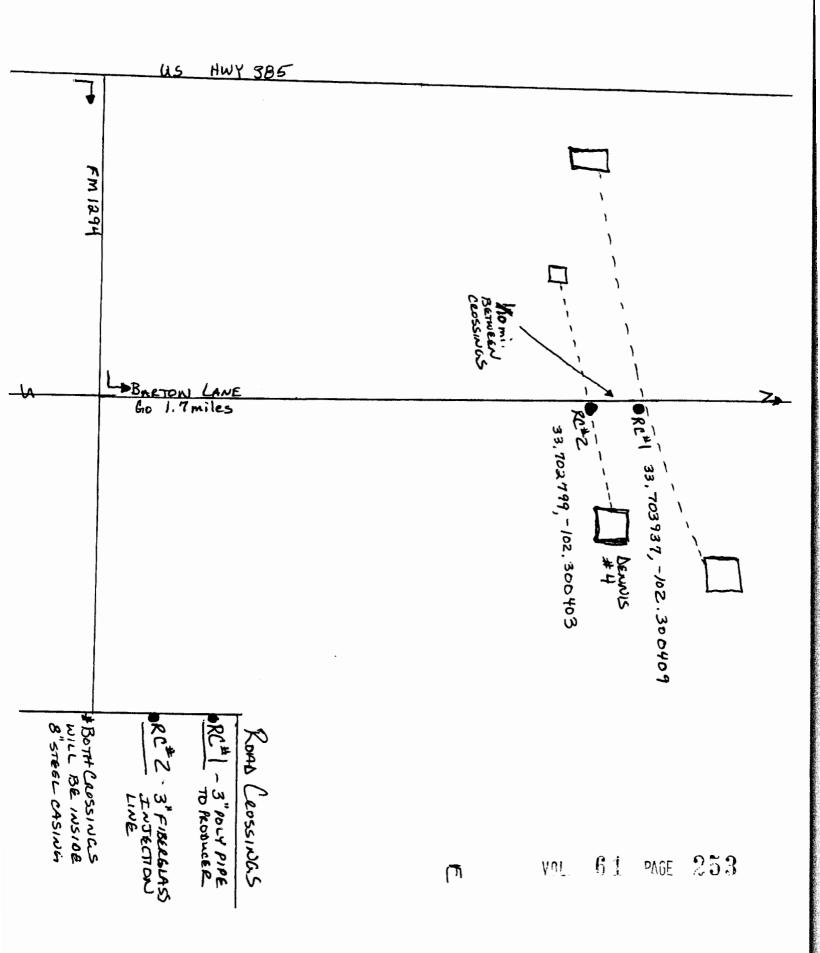
The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this 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 19th day of June, 2014.

JERROD GRISSOM



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>PANHANDLE PUMP & IRRIGATION</u> 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 <u>PANHANDLE PUMP & IRRIGATION</u> 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, <u>PANHANDLE PUMP & IRRIGATION</u> 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 undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing 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, Retitioner agrees to do so at its own expense.

County Judge

Commissioner, Precinct No. 1

mmissioner, Precinct No. 2

Commissioner, Precinct No. 3

Commissioner, Rrecinct No. 4

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 votes No, that Commissioners' Court grant permission and authority to P.P.C. Operating to lay, construct, operate and maintain an oil pipeline transporting oil, water & gas under and across certain county roads, situated in Commissioners' Precinct No. 1, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF _______, FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, P.C. Oper., and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain of pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting oil, 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:

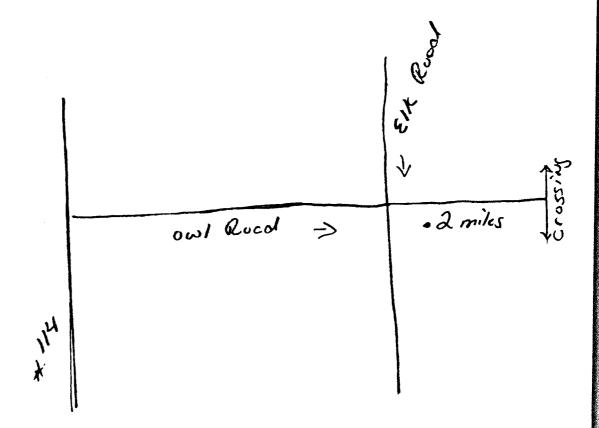
- 1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public 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 ____ day of 1-7-14/__, 2010.

BY MANIO MUNILLO
Westtech Einter

North



VOL. 61 PAGE 257

3

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>P.P.C. OPERATING</u> 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 <u>P.P.C. OPERATING</u> 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, <u>P.P.C. OPERATING</u> 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.

Commissioner, Precinct No. 2

ommissioner, Precinct No. 3

Commissioner, Rrecinct No. 4

Rebecca Currington, Public Assistance Administrator reported her June, 2014, monthly approvals and denial request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of June 2014.

APPROVED APPLICANTS

APPLICANT	ADDRESS	TOWN	REQUEST	AMOUNT
Priscilla Rodriguez	310 Hicks	Levelland	Shelter	\$ 150.00
Beatrice Lopez	502 Ave. M	Levelland	Electric	\$ 75.00
Brandi Lara	6810 Parrot Rd.	Ropesville	Electric	\$ 75.00
Dora Pena	6519 Wolf	Ropesville	Electric	\$ 75.00
Manuela Lopez	1833 8th Street	Levelland	Electric	\$ 75.00

DENIED APPLICANTS

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

	is it is a second of the secon
\boxtimes	Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
	Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
	Not all money received by household, either income, available funds or contribution, was reported by household.
\boxtimes	Conflict of information regarding either household members or income received.
	No emergency situation exists as loss of job income was not due to illness or layoff.

APPLICANT	ADDRESS	TOWN
Manuela Lopez	1833 8th Street	Levelland
Tiffany Cornish	326 Oak Street	Levelland
Joana Flores	504 Ave. E.	Levelland

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refunds in the amount of Five Hundred Nineteen Dollars (\$519.00) to Matthew Waters, approve tax refund in the amount of Six Hundred Forty Nine Dollars and Thirteen Cents (\$649.13) to Rusty Gregory, approve the tax refund in the amount of Seven Hundred Thirty Six Dollars and Five Cents (\$736.05) to Olga Arguellez, as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the One Thousand Dollars (\$1000.00) disbursement from the Family Protection Fee account to the Stork's Nest Program.

Marsha Blair, Wes Utley and Amber Parkinson with the Texas A & M AgriLife Extension, met with Commissioners' Court to present quarterly update.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2015 County Holidays, as per 2015 County Holidays recorded below.

2015 COUNTY HOLIDAYS

January 1, 2015	(Thursday)	New Year's Day
February 16, 2015	(Monday)	President's Day
April 3, 2015	(Friday)	Good Friday
May 25, 2015	(Monday)	Memorial Day
July 3, 2015	(Friday)	Independence Day
September 7, 2015	(Monday)	Labor Day
November 3, 2015	(Tuesday)	Election Day
November 11, 2015	(Wednesday)	Veterans Day
November 26 & 27, 2015	(Thursday & Friday)	Thanksgiving

(Thurs., & Fri.)

December 24, 25, 2015

VOL. 61 PAGE 262

Christmas

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase through the Buy board of a 2014 Caterpillar Model CS54B for use in Precincts 1, 2, 3, & 4, as per Quote recorded below.

Warren Quote 151020-01



Quote 151020-01

1 ...

June 21, 2014

HOCKLEY COUNTY WIDE BOARD OF COUNTY COMMISSIONERS 802 HOUSTON ST STE 103 LEVELLAND, Texas 79336-3706

Attention: COUNTY COMMISSIONERS

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: CS54B Paving Products with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C63240 SERIAL NUMBER:TBA YEAR:2014

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. Sincerely,

Brian Hutcheson Machine Sales Representative

VOL. 61 PAGE 264

Page 1 of 2

. . . 1

MACHINE SPECIFICATIONS

Description

CS54B VIBRATORY COMPACTOR **ENGINE, TIER 4 CERTIFIED** OIL, HYDR, FACTORY FILLED CAB, ROPS/FOPS WITH AC SEAT, CLOTH, DELUXE SEAT BELT, 2" SCREEN, STANDARD **AXLE, WITHOUT BRAKES** PRODUCT LINK, SATELLITE PL321 TIRES, FLOTATION, 8PR FREQUENCY, VARIABLE SCRAPER, STEEL, FRONT and REAR INSTRUCTIONS, N AMER, CAB LIGHTS, UPGRADED MIRRORS, REARVIEW, INTERNAL AM/FM Radio

Buyboard Sell Price

\$141,592.00

Guaranteed Minimum Repurchase (5 Years or 5000 Hours)

(\$ 55,000.00)

Total Cost

\$86,592.00

WARRANTY

Accepted by

Extended Warran

Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR (whichever comes first) Full Machine Warranty Including Travel Time and Mileage.

Signature

VOL. 61 PAGE 265

Page 2 of 2



WHEREAS, the laws of the State of Texas (the "State") authorize HOCKLEY COUNTY WIDE OF TEXAS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("<u>Equipment</u>") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("<u>Caterpillar</u>") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "<u>Agreement</u>") with Caterpillar, and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type) Larry Carter	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

of HOCKLEY COUNTY WIDE OF TEXAS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signatures ____

Title: _

VOL. 61 PAGE 266

ug City

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4307884 08/28/2014 11:30 ALI CT



To Governmental Equipment Lease-Purchase Agreement

Between

Caterpillar Financial Services Corporation

and

HOCKLEY COUNTY WIDE OF TEXAS

Notwithstanding the provisions of Section 11 of the Agreement, Lessee may self-insure against Physical Damage to the Unit(s), to the extent that Lessee self-insures equipment which it owns or leases that is similar in nature to the Unit(s) against such damage and risks, provided (i) no Event of Default has occurred and is continuing, and (ii) such self-insurance program is not and does not become, in the opinion of Lessor, inconsistent with prudent industry practice with respect to equipment similar in nature to the Unit(s). Lessee shall deliver to Lessor, on or before the Delivery Date of each Unit with respect to which Lessee will self-insure, a Self-Insurance Certificate substantially in the form on the reverse and shall provide Lessor with such evidence as Lessor may reasonably request regarding Lessee's method of accounting for such self-insurance, including, but not limited to, copies of Lessee's books and records showing the establishment and maintenance of satisfactory insurance reserve. Except as herein specifically modified, the provisions of Section 11 of the Agreement shall govern Lessee's obligation with respect to insurance for the Unit(s).

SIGNATURES

("Lessee")

HOCKLEY COUNTY WIDE OF TEXAS

Signature

Name (print)

rame (pini

Title

Date



This is to acknowledge that HOCKLEY COUNTY WIDE OF TEXAS ("Lessee") is under a self-insurance program for Physical Damage with respect to the Unit(s) leased under the Governmental Equipment Lease-Purchase Agreement, Transaction Number 2380038, between Caterpillar Financial Services Corporation ("Lessor") and Lessee. Lessee hereby certifies that the self-insurance program (i) shall be primary without right of contribution from any insurance carried by Lessor; (ii) shall guarantee payment to Lessor for any and all costs and expenses incurred by Lessor in connection therewith, including, but not limited to, reasonable attorney's fees, losses, damage or liability asserted against Lessor with respect to the Unit(s). In the event the Agreement is assigned to a partnership or trust, the term "Lessor" as used herein shall mean and include such partnership or trust and each partner therein or beneficiary thereof.

SIGNATURES

("L	.essee"	1

HOCKLEY COUNTY WIDE OF TEXAS

Signature

Name (print)

Title

Date

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Agreement between Hockley County and the High Plains Underground Water Conservation District Number 1 for joint elections, as per Interlocal Agreement recorded below.

INTERLOCAL GOVERNMENT AGREEMENT

Joint Elections

This agreement is entered into by and between the County of Hockley, Texas (the "County"), and the High Plains Underground Water Conservation District Number 1 (the "District").

WHEREAS, the County and the District will conduct general elections on the November uniform election date in 2014; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the votes of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the District under the following terms and conditions, and the parties hereto agree with said conditions:

- 1. That the joint election conducted by the County and the District will be conducted on November 4, 2014 at the locations on attached Exhibit "A".
- 2. That the County and the District will not consolidate election ballots.
- 3. That the County and the District will not share election judges or workers and each entity will be responsible for securing qualified individual to serve in those positions.
- 4. That early voting will not be consolidated.
- 5. That the County and the District will each be responsible for providing electronic voting machines to their respective voters.
- 6. That the County and the District will each be responsible for the preparation, publication, and Spanish translation of its own Notice of Election, ballots, instruction posters and balloting material.
- 7. That the County and the District will each be responsible for their respective costs and expenses of the election process.
- 8. That the financial obligations of the parties hereto are payable from current revenues of the respective parties that have been budgeted and appropriated for the purposes set forth herein.
- 9. That the undersigned are the duly authorized representatives of the parties' governing bodies, and the signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVE AND AGREED this And agreed this Andrews Larry Sprowls, County Judge

ATTEST:

Limilation Irene Gumula, County Clerk

APPROVE AND AGREED this the 8th day of July, 2014.

HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT NO. 1

Lynn Tate, President

ATTEST:

Milla Beauhana

EXHIBIT "A"

11	Cactus Academic	500 Cactus Drive, Levelland
14	Ropesville City Hall	107 Hockley Main, Ropesville
15	Gary Cain Insurance	3392 S. State Rd 168, Levelland
16	Christ United Methodist Church	1704 S. College Ave., Levelland
21	Mallet Event Center & Arena	2320 S. State Hwy 385, Levelland
24	Sundown School Foyer	511 E. 7 th , Sundown
32	County Courthouse Commissioners Courtroom	802 Houston Street, Levelland
	(1 st Floor)	
33	Pettit Gin Office	3121 N. State Rd 303, Pettit
35	Cactus Drive Church of Christ	501 Cactus Drive, Levelland
36	Tx. Health & Human Services	900 8 th Street, Levelland
43	Whitharrral Lions Club Blvd.	2 nd & Hwy. 385, Whitharral
44	Anton City Hall	400 Spade Circle, Anton
45	Capitol Intermediate School	401 Ellis Street, Levelland
46	Smyer Elementary School Library	501 Lincoln Street, Smyer

Commissioners' Court tabled the amendments to the Hockley County Tax Abatement Policy. No action taken

Discussion concerning the Red Raider Wind Project tax abatement. No action taken.

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

The foregoing Minutes of a Commissioners' Court meeting held on the 3/20
day of, A. D. 2014, was examined by me and approved.
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner Rrecipct No. 4
County Judge
County Judge
IRENE GUMULA, County Clerk, and
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Ex-Officio Clerk of Commissioners' Court

Hockley County, Texas