

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

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 3rd day of July, 2017 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of Special Meetings of the Commissioners' Court held Monday, June 19, 2017, Monday, June 26, 2017, Tuesday, June 27, 2017 and Wednesday, June 28, 2017.
2. Read for approval all monthly bills and claims submitted to the court and dated through July 3, 2017.
3. Hear the Public Assistance monthly report.
4. Consider and take necessary action to approve Treasurer's Report.
5. Consider and take necessary action to approve the Hockley County Sheriff's Office Law Enforcement Agency application for participation with respect to Excess Department of Defense personal property transferred pursuant to 10 USC §.2576a.
6. Consider and take necessary action to approve the 2017-2018 Renewal Notice and Benefit Confirmation for employees.
7. Consider and take necessary action to approve road crossing for Windstream Communications on Mockingbird Lane in Precinct 4.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 29th day of June, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 29th day of June, 2017.

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

Filed for Record
at _____ o'clock _____ M.

JUN 29 '17

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Irene Gumula
County Clerk Hockley County, Texas

REGULAR MEETING
July 3rd, 2017

Be it remembered that on this the 3rd day of July, A.D. 2017, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that the Minutes of Special meeting of the Commissioners' Court, held on Monday June 19th, 2017, Monday June 26th, 2017, Tuesday June 27th, 2017 and Wednesday 28th, 2017 A.D., 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 3rd, A. D. 2017, be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her June 2017, monthly approvals and denial request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of June 2017.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Sheryl Little	5001 Travis Ave., #41	Levelland	Shelter	\$150.00

DENIED APPLICANTS

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

- 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.
- 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.
- Other reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Jesus Miranda	701 MLK., #216	Levelland
Eldora Dancer	701 MLK #412	Levelland

**Motion by Commissioner Barnett, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Treasures Monthly
Report for the month of June 2017, as per Report recorded below.**

TREASURER'S 1st QTR. 2017 FINANCIAL REPORT

THE STATE OF TEXAS
COUNTY OF HOCKLEY
AFFIDAVIT

The Treasurer's Quarterly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} **\$23,298,728.93 Months' Ending Balance**

Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. **\$40,060.34 Months' Interest Earned**

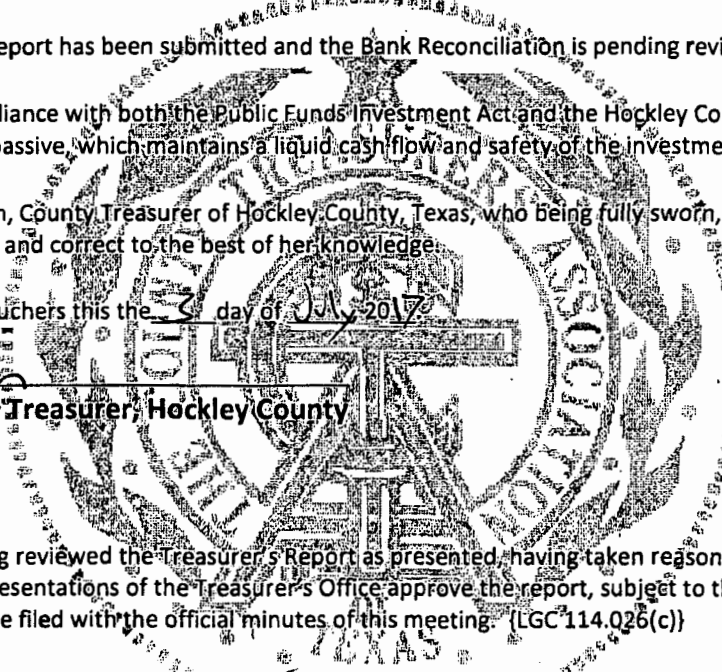
The Treasurer's Quarterly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

Filed with accompanying vouchers this the 3 day of July, 2017



Denise Bohannon, Treasurer, Hockley County

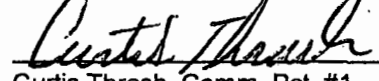


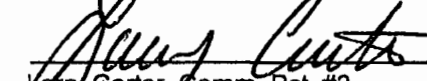
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}



Linda Barnette, Auditor, Hockley County / Date 6-28-17


Sharla Baldridge, County Judge 7-3-17

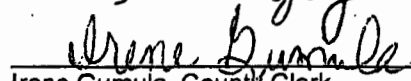

Curtis Thrash, Comm. Pct. #1


Larry Carter, Comm. Pct. #2


Whitey Barnett, Comm. Pct. #3


Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 3rd day of July, 2017.


Irene Gumula, County Clerk



Treasurer's Financial Report
Prepared by Denise Bohannon, Hockley County Treasurer

SECTION 1 – Cash Flow

Pages 1-5 Combined Statement of Cash Receipts and Disbursements
Includes Interest and Bank Service Charge

Page 6-8 Bank Collateral
Pledged Securities the Banks have pledged on behalf of Hockley County

Page 9 Bond Indebtedness – Mallet Event Center

Page 10 Certificates of Deposit

SECTION 2 – Investments Long Term

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. (GC 2256.023)

Investments – Funds are not immediately available – must wait until maturity

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2017 010 GENERAL FUND	8,478,903.77	365,754.57	4,065,531.61	4,779,126.73
CASH/ATM	.00	.00	.00	.00
AUDIT CASH ON HAND	.00	.00	.00	.00
TDOA/CD/ASB	8,478,903.77	365,754.57	4,065,531.61	4,779,126.73
FUND TOTALS				
2017 011 AD VALOREM TAX ACCOUNT	2,839,551.26	5,108.89	400,000.00	2,444,660.15
CASH/ATM	3,240,677.88	8,352,055.76	9,200,000.00	2,392,733.64
CASH/TO AD VAL EXCESS	.00	.00	.00	.00
CASH/BE SAVINGS	.00	9,004,909.59	.00	9,004,909.59
TDOA - CD/ATM BANK	.00	.00	.00	.00
TDOA - CD/PLAT	6,080,229.14	17,362,074.24	9,600,000.00	13,842,303.38
FUND TOTALS				
2017 012 OFFICERS SALARY FUND	866,362.67	1,128,383.59	1,271,296.84	723,449.42
CASH/ATM	.00	.00	.00	.00
AUDIT CASH ON HAND	866,362.67	1,128,383.59	1,271,296.84	723,449.42
FUND TOTALS				
2017 013 AUTO REGISTRATION FUND	66,715.59	256,615.75	217.60	323,113.74
CASH/ATM	66,715.59	256,615.75	217.60	323,113.74
FUND TOTALS				
2017 014 INDIGENT HEALTH CARE FUND	62,917.02	3,338.90	57,120.61	9,135.31
CASH/ATM	62,917.02	3,338.90	57,120.61	9,135.31
FUND TOTALS				
2017 016 HOCKLEY COUNTY: LEOSE FUND	24,428.43	4,961.92	1,984.40	27,405.95
CASH/ATM	24,428.43	4,961.92	1,984.40	27,405.95
FUND TOTALS				
2017 017 JURY FUND	176,058.00	9,914.21	111,239.23	74,732.98
CASH/ATM	.00	.00	.00	.00
AUDIT CASH ON HAND	176,058.00	9,914.21	111,239.23	74,732.98
FUND TOTALS				
2017 021 ROAD & BRIDGE #1	91,168.79	303,967.18	256,098.09	139,037.88
CASH/ATM	37,935.63	.00	.00	37,935.63
CASH/LAT1 AIM	129,104.42	303,967.18	256,098.09	176,973.51
FUND TOTALS				
2017 022 ROAD & BRIDGE #2	338,822.55	28,152.50	216,348.44	150,626.61
CASH/ATM	91,703.39	.00	.00	91,703.39
CASH/LATRD2/ATM	430,525.94	28,152.50	216,348.44	242,330.00
FUND TOTALS				
2017 023 ROAD & BRIDGE #3	503,515.75	150,659.74	234,266.79	419,908.70
CASH/ASB	52,490.33	.00	.00	52,490.33
CASH/LATRD3	556,006.08	150,659.74	234,266.79	472,399.03
FUND TOTALS				
2017 024 ROAD & BRIDGE #4	161,721.27	240,402.18	328,118.08	74,005.37
CASH/ASB	37,026.93	240,402.18	328,118.08	37,026.93
CASH/LATRD4	198,758.20	240,402.18	328,118.08	111,042.30
FUND TOTALS				
2017 025 ROAD & BRIDGE #5	48,549.66	18,719.62	22,499.69	44,769.59
CASH/ATM				

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2017 030 LAW LIBRARY FUND	48,549.66	18,719.62	22,499.69	44,769.59
CASH/AIM	22,561.96	665.70	1,038.48	22,189.18
FUND TOTALS	22,561.96	665.70	1,038.48	22,189.18
2017 035 LIBRARY FUND	38,162.63	200,964.22	50,918.39	188,808.46
CASH/AIM	38,162.63	200,964.22	50,918.39	188,808.46
FUND TOTALS	38,162.63	200,964.22	50,918.39	188,808.46
2017 039 DISTRICT CLERK PRESERVATION	5,228.63	3,316.90	259.99	8,285.54
CASH/AIM	5,228.63	3,316.90	259.99	8,285.54
FUND TOTALS	5,228.63	3,316.90	259.99	8,285.54
2017 040 COUNTY CLERK PRESERVATION FUND	124,319.19	10,065.47	.00	134,384.66
CASH/AIM	124,319.19	10,065.47	.00	134,384.66
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	124,319.19	10,065.47	.00	134,384.66
2017 041 RECORDS MANAGEMENT OFFICER	14,363.91	1,359.47	3,776.61	11,946.77
CASH/AIM	14,363.91	1,359.47	3,776.61	11,946.77
FUND TOTALS	14,363.91	1,359.47	3,776.61	11,946.77
2017 042 R&B EXTRA FEE ACCOUNT	189,120.65	54,511.75	.00	243,632.40
CASH/ASB	189,120.65	54,511.75	.00	243,632.40
FUND TOTALS	189,120.65	54,511.75	.00	243,632.40
2017 043 COURTHOUSE SECURITY FUND	22,262.38	3,062.86	222.00	25,103.24
CASH/AIM	22,262.38	3,062.86	222.00	25,103.24
FUND TOTALS	22,262.38	3,062.86	222.00	25,103.24
2017 044 JUSTICE COURT TECHNOLOGY FUND	37,770.37	2,559.54	2,485.29	37,844.62
CASH	37,770.37	2,559.54	2,485.29	37,844.62
FUND TOTALS	37,770.37	2,559.54	2,485.29	37,844.62
2017 045 SHERIFF CASH BOND ACCOUNT	72,410.42	2,000.00	2,501.00	71,909.42
CASH	72,410.42	2,000.00	2,501.00	71,909.42
FUND TOTALS	72,410.42	2,000.00	2,501.00	71,909.42
2017 046 COUNTY CLERK CASH BOND ACCT	58,301.02	.00	.00	58,301.02
CASH	58,301.02	.00	.00	58,301.02
FUND TOTALS	58,301.02	.00	.00	58,301.02
2017 047 JB5 CASH BOND ACCOUNT	7,234.71	1,000.00	3,200.00	5,034.71
CASH	7,234.71	1,000.00	3,200.00	5,034.71
FUND TOTALS	7,234.71	1,000.00	3,200.00	5,034.71
2017 048 COUNTY CLERK	26,037.43	91,534.42	82,948.37	34,623.48
CASH	26,037.43	91,534.42	82,948.37	34,623.48
FUND TOTALS	26,037.43	91,534.42	82,948.37	34,623.48
2017 051 JUSTICE OF PEACE #1	1,715.20	13,426.20	9,776.90	5,364.50
CASH	1,715.20	13,426.20	9,776.90	5,364.50
FUND TOTALS	1,715.20	13,426.20	9,776.90	5,364.50
2017 052 JUSTICE OF PEACE #2	422.86	2,341.30	1,902.90	861.26
CASH	422.86	2,341.30	1,902.90	861.26

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2017 054 JUSTICE OF PEACE #4	689.95	4,639.57	4,649.47	680.05
CASH	689.95	4,639.57	4,649.47	680.05
FUND TOTALS				
2017 055 JUSTICE OF PEACE #5	10,555.98	86,412.75	74,657.28	22,311.45
CASH	10,555.98	86,412.75	74,657.28	22,311.45
FUND TOTALS				
2017 056 SHERIFF FEE ACCOUNT	1.50	.00	.00	1.50
CASH	1.50	.00	.00	1.50
FUND TOTALS				
2017 057 SO TRAINING DONATIONS FUND	2,177.13	4.45	.00	2,181.58
CASH/ASB	2,177.13	4.45	.00	2,181.58
FUND TOTALS				
2017 060 I&S FUND: '88 HOSPITAL BOND	128.31	56.00	.00	184.31
CASH/ASB	128.31	56.00	.00	184.31
TODA - CD BALANCE	37,709.38	.00	.00	37,709.38
FUND TOTALS	37,837.69	56.00	.00	37,893.69
2017 065 MPEC INTEREST & SINKING FUND	.00	.00	.00	.00
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	249,162.37	1,702,172.90	1,694,700.00	256,635.27
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	249,162.37	1,702,172.90	1,694,700.00	256,635.27
2017 070 PERMANENT IMPROVEMENT FUND	551,009.09	1,101.43	21,022.06	531,088.46
CASH/ASB	551,009.09	1,101.43	21,022.06	531,088.46
FUND TOTALS				
2017 071 HOCKLEY CO ROAD BOND FUND	21,399.20	43.89	.00	21,443.09
CASH/ATM	21,399.20	43.89	.00	21,443.09
TDOA/ASB	.00	.00	.00	.00
FUND TOTALS	21,399.20	43.89	.00	21,443.09
2017 072 MALLET OPERATING FUND	474,311.90	90,833.97	257,962.17	307,183.70
CASH/ATM	474,311.90	90,833.97	257,962.17	307,183.70
FUND TOTALS				
2017 079 DA FEDERAL FORFEITED FUNDS	31,366.93	56.12	3,927.20	27,495.85
CASH	31,366.93	56.12	3,927.20	27,495.85
FUND TOTALS				
2017 080 FM & LR FUND	4,531.45	9.28	.00	4,540.73
CASH/ATM	4,531.45	9.28	.00	4,540.73
FUND TOTALS				
2017 081 DA TRUST ACCOUNT	12,891.38	16,216.83	11,135.42	17,972.79
CASH/ATM	12,891.38	16,216.83	11,135.42	17,972.79
FUND TOTALS				
2017 082 DA FORFEITURE FUND	17,064.68	407.95	.00	17,472.63
CASH	17,064.68	407.95	.00	17,472.63
FUND TOTALS				

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2017 083 CA THEFT OF SERVICE CASH FUND TOTALS	5,077.18 5,077.18	4,097.64 4,097.64	3,812.39 3,812.39	5,362.43 5,362.43
2017 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	1,881.03 1,881.03	3.84 3.84	.00 .00	1,884.87 1,884.87
2017 085 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	11,424.85 11,424.85	151,897.13 151,897.13	151,873.69 151,873.69	11,448.29 11,448.29
2017 087 HC JUVENILE PROBATION FEES CASH/AIM FUND TOTALS	14,790.33 14,790.33	30.34 30.34	.00 .00	14,820.67 14,820.67
2017 088 PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	1,623.25 1,623.25	1,056,733.72 1,056,733.72	1,056,673.39 1,056,673.39	1,683.58 1,683.58
2017 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	36,594.67 36,594.67	853.23 853.23	1,117.14 1,117.14	36,330.76 36,330.76
2017 090 JUVENILE PROBATION FUND CASH/AIM ACCOUNTS RECEIVABLE FUND TOTALS	69,843.20 97.75 69,745.45	56,319.96 56,319.96	44,029.24 44,029.24	82,133.92 97.75 82,036.17
2017 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	15,482.48 15,482.48	8,465.30 8,465.30	.00 .00	23,947.78 23,947.78
2017 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	69,550.01 69,550.01	101,222.78 101,222.78	114,672.66 114,672.66	56,100.13 56,100.13
2017 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	5,147.77 5,147.77	361.16 361.16	.00 .00	5,508.93 5,508.93
2017 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	21,979.28 21,979.28	1,864.22 1,864.22	537.55 537.55	23,305.95 23,305.95
2017 095-D A RESTITUTION FUND CASH/ASB FUND TOTALS	4,943.01 4,943.01	160.16 160.16	.00 .00	5,103.17 5,103.17
2017 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	109,072.80 109,072.80	3,732.34 3,732.34	3,581.00 3,581.00	109,224.14 109,224.14
2017 098 CLEARING FUND CASH FUND TOTALS	.07 .07	4,077,144.50 4,077,144.50	4,077,144.50 4,077,144.50	.07 .07

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
GRAND TOTALS	<u>19,519,381.71</u>	<u>27,624,593.69</u>	<u>23,845,246.47-</u>	<u>23,298,728.93</u>

Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

InTrader (pledged)
 Last: 12/31/2016
 As-of: 01/31/2017
 ZAIM 1018373

Sec ID	Ticket	Security Description Line 1	Safekeeping Agent	Maturity	Grp	Original Face \$	Par/Gur Face	Moody	Priced Pledged	Book Value	Market Value
PLEGDED TO: hockc *HOCKLEY COUNTY											
3128MMSZ7		FHLMC GOLD G18535				4,800,000.00			01/26/2017	3,214,106.47	
TIB	164040305			12/01/2029	305	3,082,959.84			03/25/2015	3,217,396.47	
3132J4HC6		FHLMC #G30926				3,500,000.00			01/26/2017	3,296,354.47	
TIB	163004717			04/01/2038	305	3,109,474.10			12/01/2016	3,208,150.37	
3138E4YC9		FNMA #AK0706				2,222,500.00			01/26/2017	695,123.15	
TIB	164028308			02/01/2027	305	655,265.05			04/03/2013	692,819.35	
3138E4YC9		FNMA #AK0706				3,250,000.00			01/26/2017	1,016,240.06	
TIB	164028413			02/01/2027	305	958,205.37			01/30/2013	986,498.49	
3138EGSH8		FNMA #AL0519				2,500,000.00			01/26/2017	882,460.23	
TIB	164024507			03/01/2026	305	826,570.40			05/22/2012	876,153.47	
3140EUEA3		FNMA POOL #BC0128				1,500,000.00			01/26/2017	1,368,303.28	
TIB	163004104			12/01/2030	305	1,312,944.29			03/28/2016	1,346,527.91	
31418AF78		FNMA #MA1089				2,850,000.00			01/26/2017	1,287,254.62	
TIB	164027935			06/01/2032	305	1,191,293.93			01/30/2013	1,257,978.32	
31418BC61		FNMA #MA1892				5,300,000.00			01/26/2017	2,877,527.67	
TIB	164038302			05/01/2024	305	2,804,222.74			01/05/2015	2,877,865.56	
31419AY35		FNMA POOL AE0729				2,100,000.00			01/26/2017	687,607.25	
TIB	164024025			01/01/2026	305	647,908.61			05/22/2012	678,810.24	
728874LG1		PLEASANTON TX ISD BQ				330,000.00	AAA		01/26/2017	354,494.47	
TIB	204064655	GO		08/15/2021	400	330,000.00			08/10/2016	345,688.20	
3136A72D3		FNA 2012-M9 A2				1,742,000.00			01/26/2017	1,800,377.88	
TIB	158017617			04/25/2022	800	1,742,000.00			08/10/2016	1,740,798.37	
TOTAL FOR PLEDGE ID hockc										16,000,000.00	17,479,849.55
Pledged: 11										16,000,000.00	17,479,849.55
Orig Face: 30,094,500.00										16,660,844.33	17,230,666.75
Current Face: 16,660,844.33										16,000,000.00	17,230,666.75

33,230,686.75



Partner.
 Trusted.

The information contained herein, while believed to be reliable, is not guaranteed.
 For assistance please contact TIB Investment Portfolio (866) 308-4842.

Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

InTrader (pledged)
 Last: 01/31/2017
 As-of: 02/28/2017
 2AIM 1018373

Sec ID Loc	Ticker	hocke	Security Description Line 1 Security Description Line 2	Safeguarding Agent Rate	Maturity	Grp	Original Face S & P Par/Curr Face Moody	Price Plugged	Book Value Market Value
PLEGGED TO: hocke *HOCKLEY COUNTY									
3128	MMSZ7		FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK			4,800,000.00	02/27/2017	3,166,445.13
TIB	164040305			3.5	12/01/2029	305	3,040,159.01	03/25/2015	3,184,811.39
3132	J4HC6		FHLMC #G30926	THE INDEPENDENT BANKERSBANK			3,500,000.00	02/27/2017	3,230,232.75
TIB	163004717			3.5	04/01/2036	305	3,050,420.84	12/01/2016	3,181,712.48
3138	E4YC9		FNMA #AK0706	THE INDEPENDENT BANKERSBANK			2,222,500.00	02/27/2017	677,943.50
TIB	164028308			3.5	02/01/2027	305	639,209.54	04/03/2013	668,783.52
3138	E4YC9		FNMA #AK0706	THE INDEPENDENT BANKERSBANK			3,250,000.00	02/27/2017	991,125.08
TIB	164028413			3.5	02/01/2027	305	934,727.11	01/30/2013	977,973.64
3138	EGSH8		FNMA #AL0519	THE INDEPENDENT BANKERSBANK			2,500,000.00	02/27/2017	867,453.77
TIB	164024507			4	03/01/2026	305	812,833.93	05/22/2012	865,207.75
3140	EUEA3		FNMA POOL #BC0128	THE INDEPENDENT BANKERSBANK			1,500,000.00	02/27/2017	1,357,996.14
TIB	163004104			3	12/01/2030	305	1,303,783.07	03/28/2016	1,347,174.52
3141	BAF78		FNMA #MA1089	THE INDEPENDENT BANKERSBANK			2,850,000.00	02/27/2017	1,252,031.47
TIB	164027935			4	06/01/2032	305	1,158,860.22	01/30/2013	1,232,775.58
3141	BBC61		FNMA #MA1892	THE INDEPENDENT BANKERSBANK			5,300,000.00	02/27/2017	2,804,034.64
TIB	164038302			3	05/01/2024	305	2,734,794.70	01/05/2015	2,824,608.89
3141	9AY35		FNMA POOL AE0729	THE INDEPENDENT BANKERSBANK			2,100,000.00	02/27/2017	664,065.11
TIB	164024025			4	01/01/2026	305	625,921.36	05/22/2012	663,334.15
7288	74LG1		PLEASANTON TX ISD BO	THE INDEPENDENT BANKERSBANK			330,000.00 AAA	02/27/2017	354,057.72
TIB	204064655		GD	3	09/15/2021	400	330,000.00	08/10/2016	348,961.80
3136	A7ZD3		FNA 2012-M9 A2	THE INDEPENDENT BANKERSBANK			1,742,000.00	02/27/2017	1,799,430.11
TIB	158017617			2.482	04/25/2022	800	1,742,000.00	08/10/2016	1,751,099.16
TOTAL FOR PLEDGE ID hocke									
			Pledged: 11	Orig Face: 30,094,500.00	Current Face: 16,372,709.78		Market: 17,046,442.88		Book: 17,164,815.42

13,660,660
 30,046,442.88

Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

InTrader (pledged)
 Last: 02/28/2017
 As-of: 03/31/2017
 2AIM 1018373

Sec ID	Security Description	Rate	Maturity	Grp	Original Face	S & P	Moody	Pledged	Book Value	Market Value
PLEGDED TO: hockc *HOCKLEY COUNTY										
3128MMSZ7	FHLMC GOLD G18535			THE INDEPENDENT BANKERSBANK	4,800,000.00			03/28/2017	3,117,456.15	
TIB 164040305		3.5	12/01/2029	305	2,995,728.14			03/25/2015	3,131,049.67	
3132J4HC6	FHLMC #G30926			THE INDEPENDENT BANKERSBANK	3,500,000.00			03/28/2017	3,211,083.72	
TIB 163004717		3.5	04/01/2036	305	3,035,511.50			12/01/2016	3,149,309.24	
3138E4YC9	FNMA #AK0706			THE INDEPENDENT BANKERSBANK	2,222,500.00			03/28/2017	665,204.82	
TIB 164028308		3.5	02/01/2027	305	627,352.21			04/03/2013	654,705.66	
3138E4YC9	FNMA #AK0706			THE INDEPENDENT BANKERSBANK	3,250,000.00			03/28/2017	972,502.69	
TIB 164028413		3.5	02/01/2027	305	917,387.93			01/30/2013	957,387.35	
3138EGSH8	FNMA #AL0519			THE INDEPENDENT BANKERSBANK	2,500,000.00			03/28/2017	853,108.00	
TIB 164024507		4	03/01/2026	305	798,710.68			05/22/2012	854,616.94	
3140EJEA3	FNMA POOL #BC0129			THE INDEPENDENT BANKERSBANK	1,500,000.00			03/28/2017	1,347,675.38	
TIB 163004104		3	12/01/2030	305	1,294,599.84			03/28/2016	1,331,064.95	
31410LT89	FNMA #890773			THE INDEPENDENT BANKERSBANK	3,000,000.00			03/28/2017	3,005,111.63	
TIB 204074493		3	09/01/2036	305	2,980,559.10			03/21/2017	3,000,214.70	
31418AF78	FNMA #MA1089			THE INDEPENDENT BANKERSBANK	2,850,000.00			03/28/2017	1,236,825.01	
TIB 164027935		4	06/01/2032	305	1,144,960.05			01/30/2013	1,212,889.87	
31418BC61	FNMA #MA1892			THE INDEPENDENT BANKERSBANK	5,300,000.00			03/28/2017	2,735,163.36	
TIB 164038302		3	05/01/2024	305	2,669,698.09			01/05/2015	2,745,030.14	
31419AY35	FNMA POOL #AE0729			THE INDEPENDENT BANKERSBANK	2,100,000.00			03/28/2017	645,375.92	
TIB 164024025		4	01/01/2026	305	608,487.37			05/22/2012	644,407.55	
728874LG1	PLEASANTON TX ISO BQ			THE INDEPENDENT BANKERSBANK	330,000.00	AAA		03/28/2017	353,620.49	
TIB 204064655	GO	3	08/15/2021	400	330,000.00			08/10/2016	347,938.80	
3136A72D3	FNMA 2012-M9 A2			THE INDEPENDENT BANKERSBANK	1,742,000.00			03/28/2017	1,798,480.98	
TIB 158017817		2.482	04/25/2022	800	1,742,000.00			08/10/2016	1,758,297.63	
TOTAL FOR PLEDGE ID hockc										
Pledged: 12		Orig Face: 33,094,500.00		Current Face: 19,145,994.91		Market: 19,786,912.50		Book: 19,941,608.15		

7
 26,786,912.50 ✓



TREASURER'S 1st QTR. 2017 FINANCIAL REPORT

**HOCKLEY COUNTY Mallet Event Center and Arena
\$14,515,000 - Bond Issue - 10 Year Repayment
Fund 065, Series 2009 3.04%**

FYE	Previous Balance Outstanding	Principal Payment Due	Interest Payment Due	Current Balance Outstanding
2010	\$17,636,079.00	\$1,185,000.00	\$312,878.88	
PD				\$15,871,600.00
2011	\$15,871,600.00	\$1,255,000.00	\$508,100.00	
PD				\$14,108,500.00
2012	\$14,108,500.00	\$1,305,000.00	\$456,900.00	
PD				\$12,346,600.00
2013	\$12,346,600.00	\$1,360,000.00	\$403,600.00	
PD				\$10,583,000.00
2014	\$10,583,000.00	\$1,415,000.00	\$348,100.00	
PD				\$8,819,900.00
2015	\$8,819,900.00	\$1,475,000.00	\$290,300.00	
PD				\$7,054,600.00
2016	\$7,054,600.00	\$1,535,000.00	\$230,100.00	
PD				\$5,289,500.00
2017	\$5,289,500.00	\$1,595,000.00	\$167,500.00	
				\$3,527,000.00
2018	\$3,527,000.00	\$1,660,000.00	\$102,400.00	
				\$1,764,600.00
2019	\$1,764,600.00	\$1,730,000.00	\$34,600.00	
				\$0.00

*Principal Payments Due Annually
**Interest Payments are Due Semi-annually

**Motion by Commissioner Carter, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Hockley County
Sheriff's Office Law Enforcement Agency application for participation with respect to
Excess Department of Defense personal property transferred pursuant to USC ss
2576a, as per Application recorded below.**

New
 Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

Federal State Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): _____

AGENCY: Hockley County Sheriff's Office
PHYSICAL ADDRESS (No P.O. Box): 1310 Avenue H
CITY: Levelland STATE: Texas ZIP: 79336

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM***
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: 11 PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Scifres, Ray	rscifres@hockleycounty.org	806-894-3126
SCREENER/POC #2	Lawless, Derek	dlawless@hockleycounty.org	806-894-3126
SCREENER/POC #3			
SCREENER/POC #4			
WEAPON/POC	Ross, Jeremy	jross@hockleycounty.org	806-894-3126
AIRCRAFT/POC			
VEHICLE/POC	Lawless, Derek	dlawless@hockleycounty.org	806-894-3126

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY James Ray Scifres DATE: 7-5-17

PRINTED NAME

SIGNATURE

STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES) PRINTED NAME DATE: _____

SIGNATURE

LESO Team Lead Approval

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

Hockley County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Hockley County Sheriff's Off., to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM - 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (LEA name) Hockley County Sheriff's Office

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (LEA name) Hockley County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (LEA name) Hockley County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

James Ray Scifres
Type / Print Chief Law Enforcement Official Name


Chief Law Enforcement Official Signature

7-5-2017
Date (MM/DD/YYYY)

Sharla Baldrige, County Judge
Type/Print Civilian Governing Body Authorized Official


CGB Authorized Official Signature

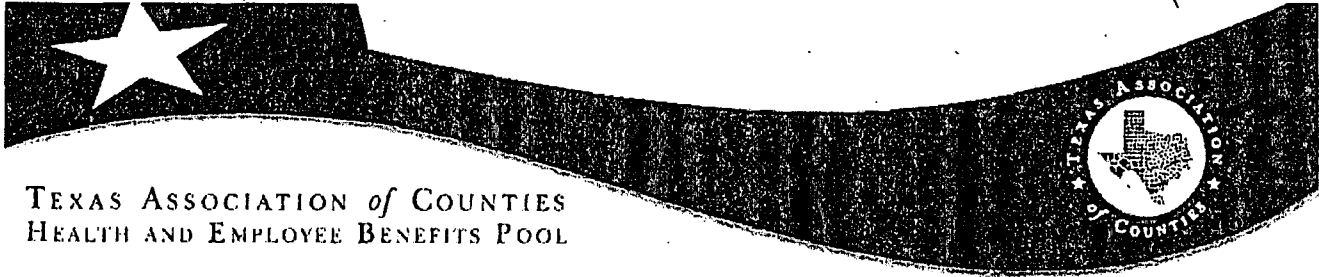
7-5-2017
Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2017-2018 Renewal
Notice and Benefit Confirmation for employees, as per 2017-2018 Renewal Notice and
Benefit Confirmation recorded below.**



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2017 - 2018 Renewal Notice and Benefit Confirmation

Group: 94527 - Hockley County

Anniversary Date: 10/01/2017

Return to TAC by: 7/31/2017

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to melissal@county.org.

For any plan or funding changes other than those listed below, please contact Melissa Lopez at 1-800-456-5974.

MEDICAL

Medical: Plan 700-G \$30 Copay, \$600 Ded, 90%, \$2400 OOP Max

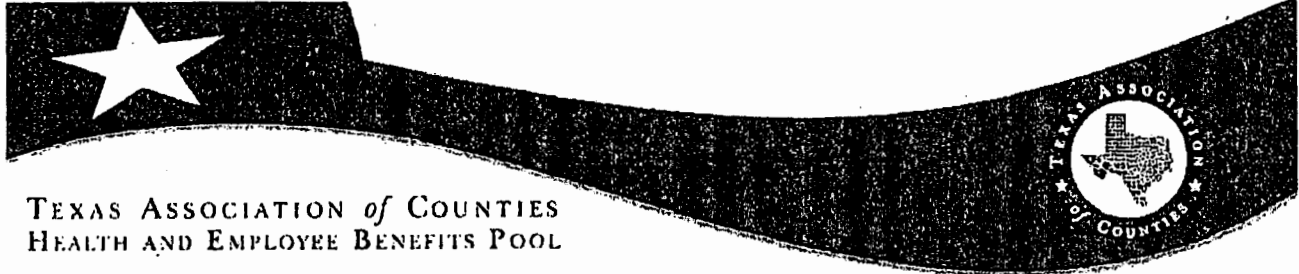
RX Plan: Option 3A-G \$10/25/40

Your % rate increase is: 7.00%

Your payroll deductions for medical benefits are: **Pre Tax**

Tier	Current Rates	New Rates Effective 10/1/2017	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$823.56	\$881.20	\$ 881.20	\$ 0.00	\$ 175.00
Employee + Child(ren)	\$1,224.16	\$1,309.84	\$ 1,134.84	\$ 175.00	\$ N/A
Employee + Spouse	\$1,739.80	\$1,861.58	\$ 1,636.58	\$ 225.00	\$ 400.00
Employee + Family	\$2,140.38	\$2,290.20	\$ 2,015.20	\$ 275.00	\$ N/A

SB Initial to accept Medical Plan and New Rates.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2017 - 2018 Alternate Plan Proposal

Group: 94527 - Hockley County

Effective Date: 10/01/2017

	Current Plan Year	Renewal Rates	Option 1
Plan:	700-G	700-G	700-G2
Option:	RX-3A-G	RX-3A-G	RX-3A-G2
Rates			
Employee Only	\$823.56	\$881.20	\$860.16
Employee + Child(ren)	\$1,224.16	\$1,309.84	\$1,278.42
Employee + Spouse	\$1,739.80	\$1,861.58	\$1,816.82
Employee + Family	\$2,140.38	\$2,290.20	\$2,235.06
Medical Plan			
Deductible In/Out Network	\$600/900	\$600/900	\$680/1020
Co-Insurance % In/Out	90/70	90/70	90/70
Co-Insurance Maximum	\$2400/4800	\$2400/4800	\$2750/5500
Office Visit	\$30	\$30	\$30
Specialist Visit			
Emergency Room Hospital	\$90	\$90	\$100
Prescription Plan			
Prescription Card Co-Pay	10/25/40	10/25/40	15/25/45
Deductible	\$0	\$0	\$0

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 7/31/2017 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here 700-G
Fax the signed document to 1-512-481-8481.

Signature Shirley Boldridge Date 7-3-2017

LIFE - BASIC

Basic Life Products:
(Rates are per thousand)

Coverage Volume per Employee: **\$15,000**

	Current Rates	New Rates Effective 10/1/2017	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.166	\$0.166	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

SB Initial to accept New Basic Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for

Medical Pre 65 Post 65 Both

SB Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

0 days - 1st of the month following date of hire but first of the month

Elected Officials

0 days - 1st of the month following date of hire but first of the month

SB Initial to confirm.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS

**County/Group is responsible for fulfilling COBRA notification process and requirements.*

BCBS COBRA Department processes COBRA

**BCBS COBRA Department administers via COBRA contract with the County/Group*

SB Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

Please confirm your broker or consultant's name, if applicable:

Agency Name: _____

Agency Address: _____
Number and Street

City _____ State _____ Zip _____

Broker Representative or Consultant's Name: _____

Contact Phone Number: _____

Contact Email Address: _____

_____ Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- Broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **7/31/2017** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

**TAC HEBP Member Contact Designation
Hockley County**

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Ms. Linda Barnette/Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336-3706
Phone 806-894-6070
Fax 806-894-6917
Email lbarnette@hockleycounty.org

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Assistant Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org

HIPAA Secured Fax

PRIMARY CONTACT

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Shirley Penner/Assistant Auditor
Address 802 Houston Street, Suite 103
Levelland, TX 79336
Phone 806-894-6070
Fax 806-894-6917
Email spenner@hockleycounty.org

Shirley Baldridge
Signature of County Judge or Contracting Authority

Date: 7-3-2017

Shirley Baldridge, County Judge
Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners; Court grant permission and authority to Windstream Communications on Mockingbird Lane, to lay, construct, operate and maintain buried phone lines under and across certain county roads, situated in Commissioners' Precinct No. 4, Hockley County, Texas as set forth in the below Petition, Exhibit and Order of the Court.

**BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS**

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

PETITION

Comes now, the Petitioner, WINDSTREAM COMMUNICATIONS, a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain buried phone lines under and across certain county roads situated in Hockley County, Texas, which said buried phone lines are to be used for the purpose of transporting phone service from the Petitioner's sources of supply to Petitioner's markets.

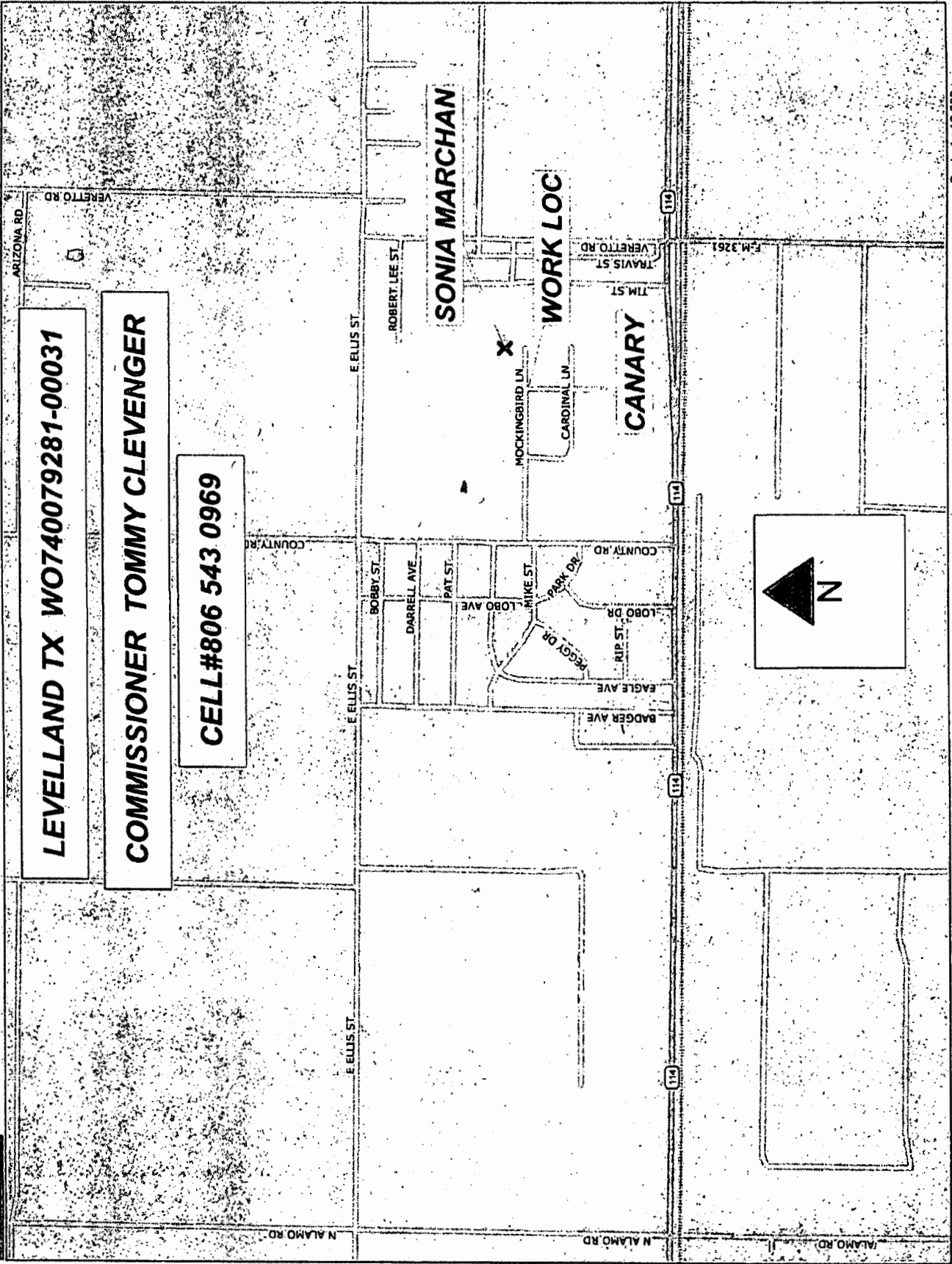
The location of the points at which Petitioner wishes to undercross said county roads with said phone lines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this 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 phone lines under crossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said phone lines under crossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each phone lines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said phone lines 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 phone lines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said phone lines 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 phone lines 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 phone lines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and 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 26th day of June, 2017.

BY Raymond K. Pickett



LEVELLAND TX WO740079281-00031

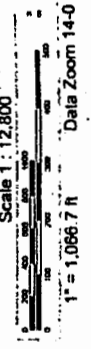
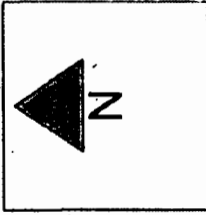
COMMISSIONER TOMMY CLEVENGER

CELL #806 543 0969

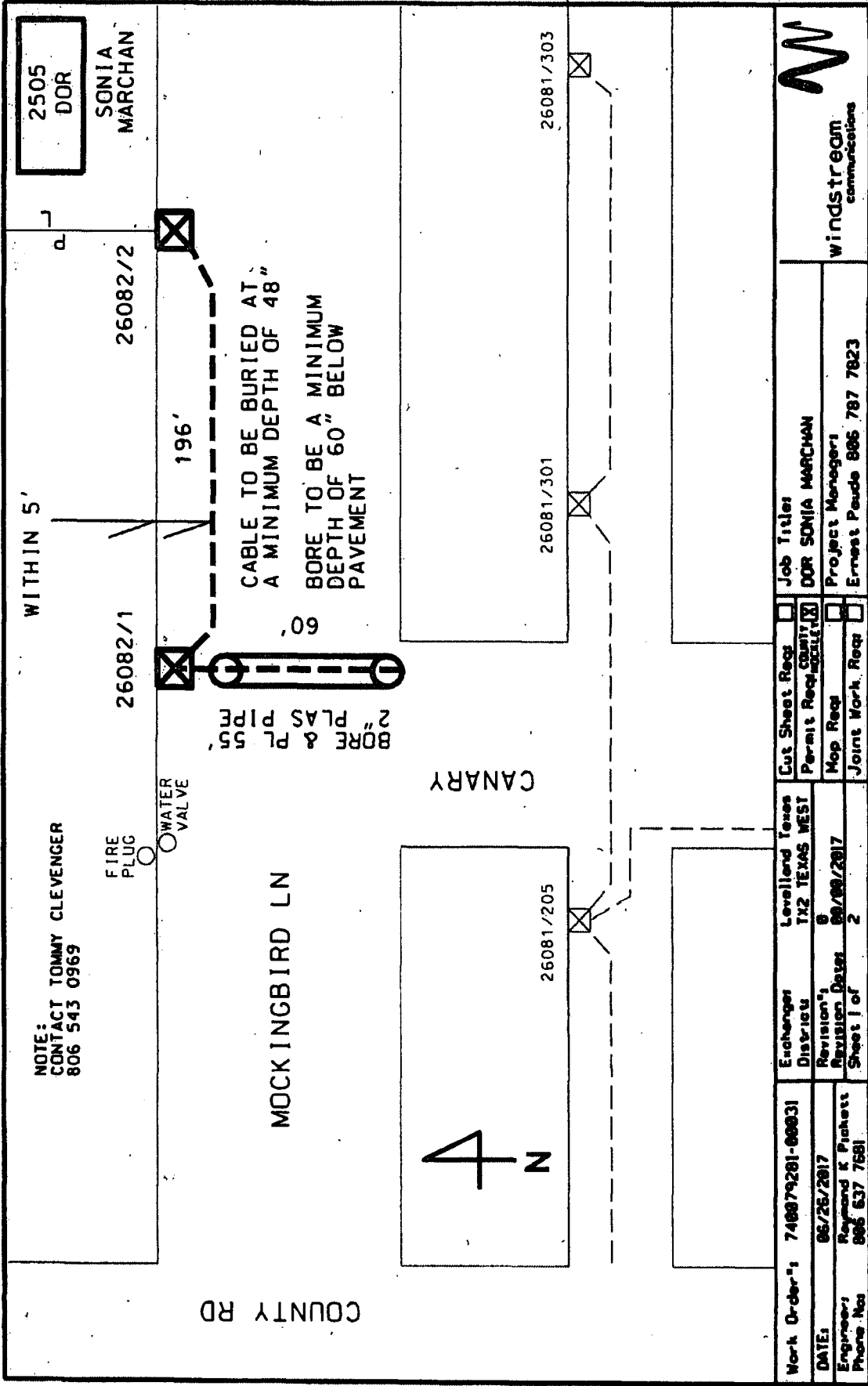
SONIA MARCHAN

WORK LOC

CANARY







2505
DOR

SONIA
MARCHAN

WITHIN 5'

26082/2

26082/1

FIRE
PLUG

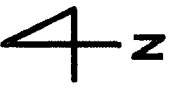
WATER
VALVE

BORE & PLAS
2" PLAS PIPE

CABLE TO BE BURIED AT
A MINIMUM DEPTH OF 48"
BORE TO BE A MINIMUM
DEPTH OF 60" BELOW
PAVEMENT

COUNTRY RD

MOCKINGBIRD LN



26081/205

26081/301

26081/303

CANARY



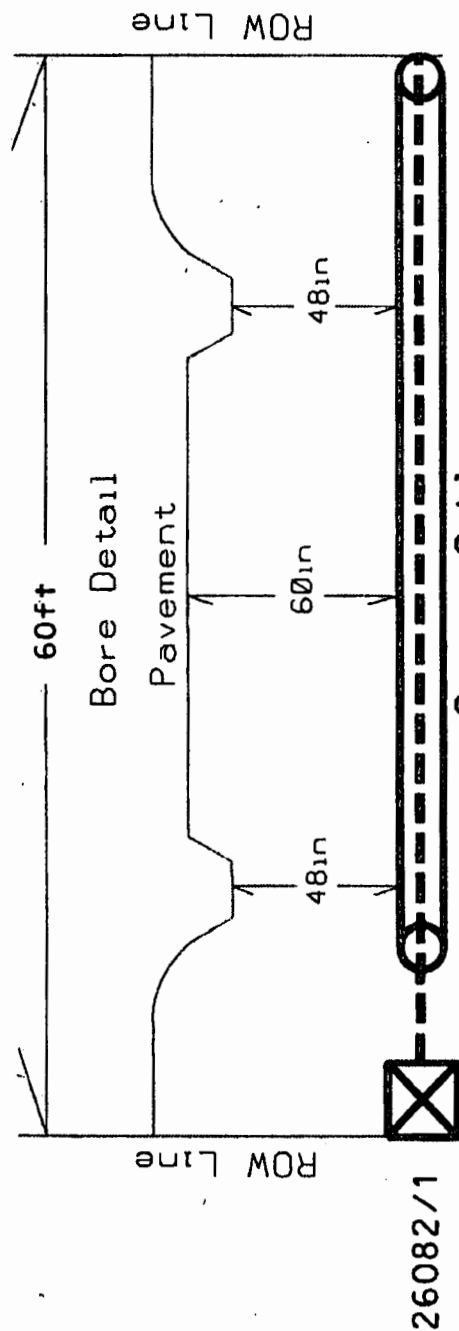
windstream
communications

Job Titles
DOR SONIA MARCHAN
Project Manager:
Ernest Paudo 806 787 7823

Cut Sheet Req
Permit Request
Mop Req
Joint Work Req

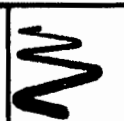
Leveland Testes
142 TEXAS WEST
Revision: 8
Revision Date: 09/09/2017
Sheet 1 of 2

Work Order #: 746879281-00031
DATE: 06/26/2017
Engineer: Raymond K Pichett
Phone No: 806 537 7681



Copper Cable
 Encasement Length 55ft
 Diameter 2in

4-2



windstream
communications

Work Order #: 740079281-00031	Exchanges: Districts: TX2 TEXAS WEST	Address: Texas TX2 TEXAS WEST	Job Title: DOR SONIA MARCHAN
DATE: 06/28/2017	Revision #: 0	Revision Date: 09/08/2017	Project Manager: Ernest Paude 886 787 7823
Engineer: Raymond K Pickett	Sheet 2 of 2	Map Req: <input type="checkbox"/>	Joint Work Req: <input type="checkbox"/>
Phone Nos: 886 637 7581		Cut Sheet Req: <input type="checkbox"/>	Permit Req: <input checked="" type="checkbox"/>

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

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

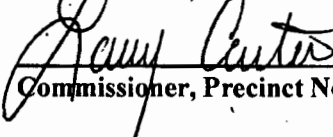
This cause coming on to be upon the petition of WINDSTREAM COMM, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried cable across certain county roads 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, WINDSTREAM COMM is hereby granted permission and authority to lay, construct, operate and maintain buried cable 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 buried cable undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried cable undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried cable undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried cable 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 buried cable are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried cable 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 buried cable 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 buried cable 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.

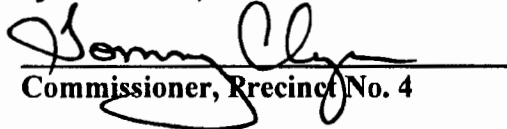

County Judge


Commissioner, Precinct No. 1


Commissioner, Precinct No. 2

7-3-2017
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 Commissioners' Court meeting held on the 37th
day of July, A. D. 2017, was examined by me and approved.

Curtis Thrash
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner Precinct No. 3

Randy Curtis
Commissioner, Precinct No. 2

Donny Oly
Commissioner Precinct No. 4

Sharla Baldrige
County Judge



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

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