

**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 4th day of October, 2021 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, September 20, 2021.
2. Read for approval all monthly bills and claims submitted to the Court and dated through October 4, 2021.
3. Hear the monthly Public Assistance Report.
4. Consider and take necessary action to approve the Agreement with McCasland Dental to include indigent healthcare clients for dental services.
5. Review the August 2021 fire runs as submitted by the City of Levelland.
6. Consider and take necessary action concerning the Ambulance Service Agreement between Methodist Hospital Levelland d/b/a Covenant Levelland EMS and the City of Levelland and Hockley County.
7. Consider and take necessary action on an agreement with the Texas Department of Transportation for the Fiscal Year 2021/2022 Routine Airport Maintenance Program.
8. Consider and take necessary action to approve the 2022 Hockley County Resolution Indigent Defense Grant Program.
9. Presentation from Election Administrator on Amendments for the November 2nd Special Election.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

FILED FOR RECORD
AT _____ O'CLOCK ____ M.

BY: *Sharla Baldridge*
Sharla Baldridge, Hockley County Judge

SEP 30 2021

Jennifer Palermo

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 30th day of September, 2021, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 30th day of September, 2021.

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



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING

OCTOBER 4, 2021

Be it remembered that on this the 4th day of October A.D. 2021, there came on to be held a Regular Meeting of the Commissioners Court, and the court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

ABSENT

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

Motion by Judge Baldrige, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioner's Court, held on September 20, 2021, at 9:00 a.m., be approved and stand as read.

Motion by Commissioner Carter, second by Commissioner Graf, 3 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through October 4, 2021, A.D. be approved and stand as read.

Hear the monthly public assistance report for September 2021, from Cara Phelan the Public Assistance Administrator.

HOCKLEY COUNTY PUBLIC ASSISTANCE

DISPOSITIONS OF APPLICATIONS & REQUEST FOR PAYMENT

Upon recommendation by Cara Phelan, Public Assistance Administrator, the dispositions of Public Assistance Applications for the month September, 2021 are listed below:

APPROVED APPLICATIONS				
APPLICANT	PHYSICAL ADDRESS	CITY	REQUEST	AMOUNT
JANET SMITH	504 12 TH ST	Levelland	Utility Asst	75.00
IRVINA WHITE	1837 AVENUE I PLACE APT 105 A	Levelland	Utility Asst	75.00
TOTAL APPROVED PUBLIC ASSISTANCE SEPTEMBER, 2021				150.00

DENIED APPLICATIONS				
APPLICANT	PHYSICAL ADDRESS	CITY	REQUEST	REASON FOR DENIAL
JOHNNY CASTILLO	807 AVENUE F	Levelland	Rent	Over Income
TOTAL DENIED ASSISTANCE REQUESTS FOR SEPTEMBER, 2021				

PAUPER CREMATION				
APPLICANT	DECEDANT	PHYSICAL ADDRESS	CITY	DISPOSITION
Laura Jean Parkison	Harold Dwayne Woolley		Albuquerque, NM	Denied

SUBMITTED ON:
OCTOBER 4, 2021

BY:

Cara Phelan

CARA PHELAN
PUBLIC ASSISTANCE ADMINISTRATOR

HOCKLEY COUNTY

PUBLIC ASSISTANCE

INDIGENT HEALTHCARE

VETERANS SERVICES

Report to Commissioners Court for **SEPTEMBER, 2021**

Presented on **OCTOBER 4, 2021**

Presented by: **Cara Phelan-Administrator**

ACTIVITY REPORT FOR SEPTEMBER, 2021		
TYPE OF CONTACT	NUMBER OF CONTACTS	COMMENT
Indigent Health Care	34	Case Management-5 Cases worked 3 New 1- approved 2-pending
Public Assistance	24	3-Applications 2-Approved Referred all others to SPCAA or Texas Rent Relief 1-Denied-over income
Veterans Services	9	3-New Intakes-Case management Veterans Breakfast-Nov. 6th
Ministerial Alliance	17	4-client assistance-water bills \$114.28 1-Precrption
Food Box Vouchers	20	
Pauper Burial	1	Unclaimed Decedent
TOTAL CONTACTS	105	CALLS AND WALK-IN

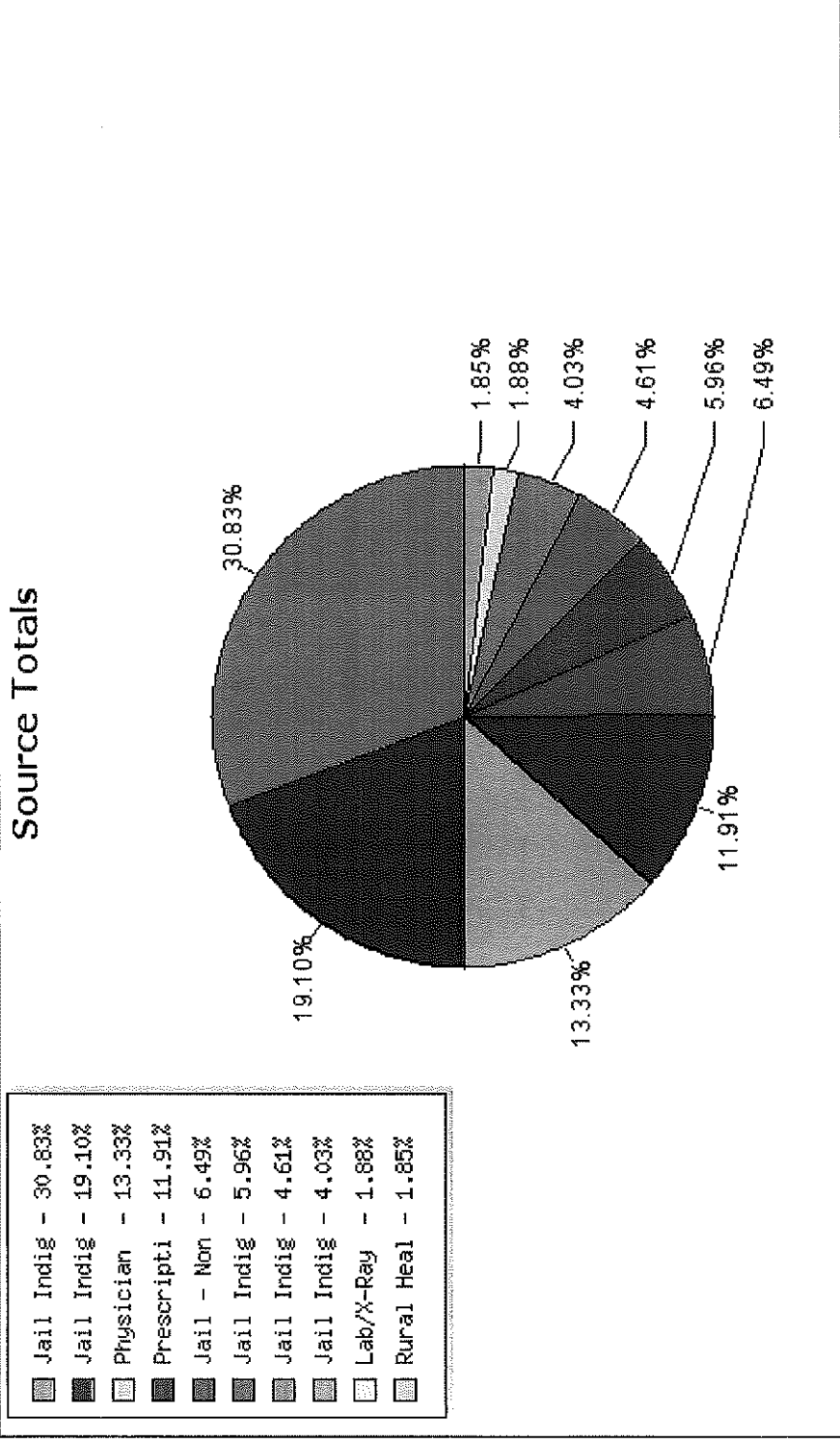
Note: Texas Rent Relief- 1 client received notification that he will received \$2081.00 in assistance for the next 3 months. This included rent and utilities.

Source Totals for Batch Dates 09/01/2021 through 09/30/2021

Jail Indigent - Prescription D	30.83%	\$2,493.21
Jail Indigent - Physician Ser	19.10%	\$1,544.66
Physician Services	13.33%	\$1,077.65
Prescription Drugs	11.91%	\$963.36
Jail - Non-Indigent Prescripti	6.49%	\$525.19
Jail Indigent - Dental	5.96%	\$482.04
Jail Indigent - Rural Health C	4.61%	\$372.40
Jail Indigent - Lab/X-Ray	4.03%	\$325.81
Lab/X-Ray	1.88%	\$152.10
Rural Health Clinics	1.85%	\$149.80

Total Expenditures

\$8,086.22



Entry Statistics for Entry Dates 09/01/2021 through 09/30/2021

Clients Entered	29
Rapid Reg. Entered	2
Vendors Entered	0
Worksheets Entered	3
Invoices Entered	229

Void Statistics for Void Dates 09/01/2021 through 09/30/2021

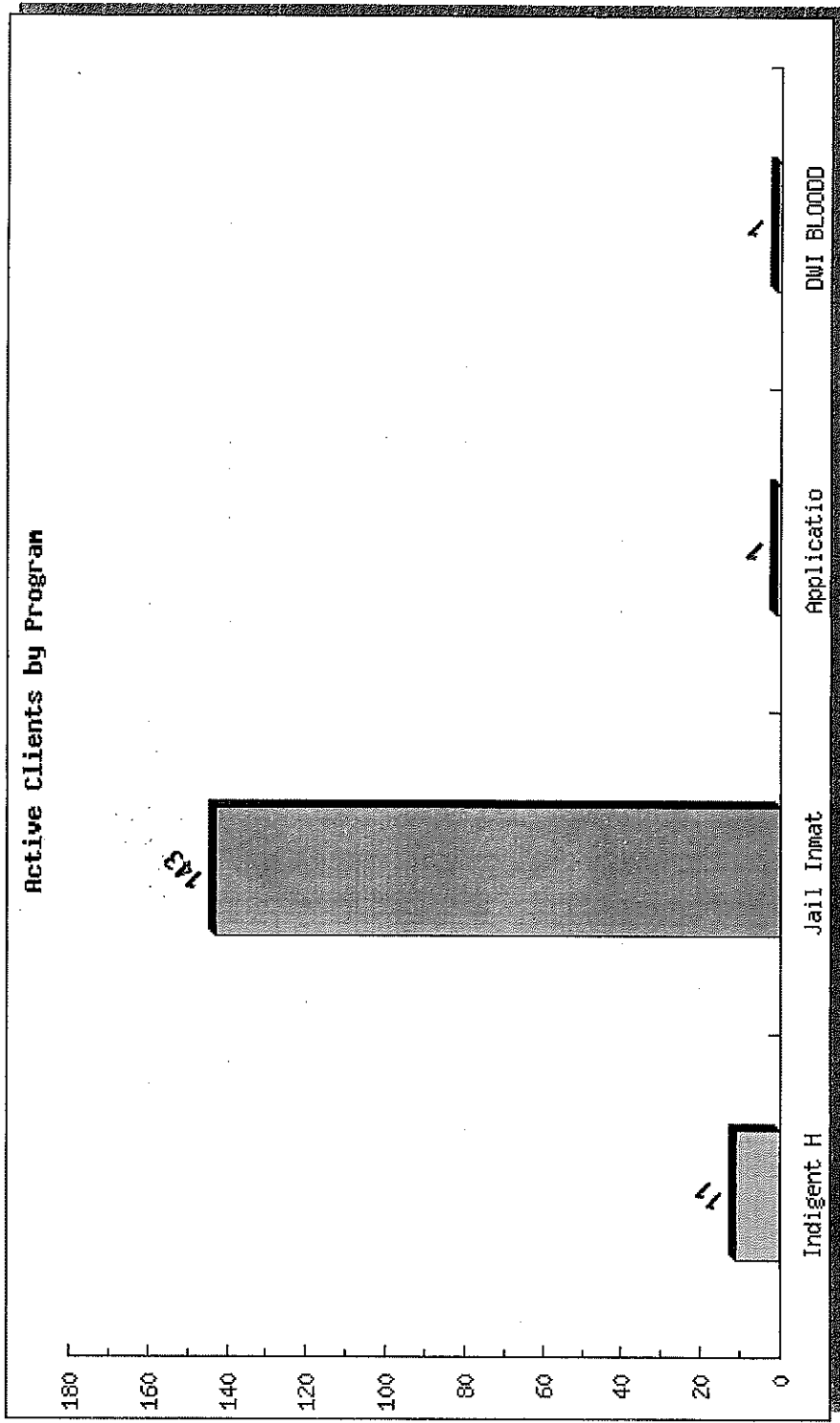
Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	7

Active Clients by Program for Eligibility Dates 09/01/2021 through 09/30/2021

Indigent Health Care	11
Jail Inmate	143
Application Pending	1
DWI BLOODDRAWS	1

Total Clients By Program

156



Appointments Scheduled by Type for Appointment Dates 09/01/2021 through 09/30/2021

New App-102	2
Renewal-102	0

Total Appointments Scheduled

2

Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that Commissioners Court TABLED the Agreement with McCasland Dental to include indigent healthcare clients for dental services.

Review the August 2021 fire runs as submitted by the City of Levelland for August 2021.



LEVELLAND FIRE DEPARTMENT

603 5TH ST LEVELLAND, TEXAS 79336

County Monthly By Date

District: 2

Inc #:	Exp #:	Alarm Date:	Incident Type:	Total Man Hours:
2021210	0	8/29/2021 22:40	111 - Building fire	.00
Address: 202 COKE ST, ANTON, TX 79313				
# of Personnel: 5				Hours Paid per Person:
# of Apparatus: 4				Total Call Duration: 03:20:00

We received a call from dispatch stating that Anton fire was on a house fire and were requesting assistance. Concerned about their water supply, we responded with a tanker as well as two trucks. Upon arrival we found they were already out of water and their fire hydrant was broken. The fire was contained to the back bedroom but the home was already severely smoke damaged. We tied into our tanker and assisted them with extinguishment. We then returned to the station and put the trucks back in service.

2021201	0	8/23/2021 07:05	440 - Electrical wiring/equipment problem, other	
Address: 2741 E STATE HIGHWAY 114, HOCKLEY CO, TX 79336				
# of Personnel: 6				Total Man Hours: .00
# of Apparatus: 3				Total Call Duration: 00:35:00

LEVELLAND FIRE DEPARTMENT RECEIVED CALL FROM LEVELLAND PD IN REFERENCE TO A BURGLARY AT 2741 EAST HIGHWAY 114. DISPATCH ADVISED THAT DEPUTIES HAD NOT ARRIVED ON SCENE AND SCENE WAS NOT SECURE. DISPATCH ADVISED THAT OWNER OF BUILDING REQUESTED FIRE TO RESPOND AND CHECK STATUS OF BUILDING DUE TO POSSIBLE ELECTRICAL PROBLEMS FROM BURGLARY ATTEMPT.DISPATCH ADVISED THEY WOULD NOTIFY FIRE DEPT WHEN DEPUTIES STATED IT WAS CLEAR FOR FIRE TO RESPOND. FIRE REMAINED AT STATION ON STAND-BY. PD NOTIFIED FIRE DEPT THAT SCENE WAS SECURE. ENGINE 7 RESPONDED TO SCENE AND WAS CANCELLED EN ROUTE PRIOR TO ARRIVAL BY C-2, WHO WAS ON SCENE STATING THAT THERE WERE NO FIRE OR ELECTRICAL HAZARDS. NO FURTHER AT THIS TIME.

*****EOR*****

2021200	0	8/22/2021 20:30	352 - Extrication of victim(s) from vehicle	
Address: Intersection of GUSHER RD & W FM 1585, HOCKLEY CO, TX				
# of Personnel: 7				Total Man Hours: .00

of Apparatus: 5

Total Call Duration: 02:30:00

We were dispatched to reports of a 2 vehicle 10-50 with injuries. We began enroute. Upon the arrival of the first unit we were advised we had patients trapped in both vehicles. Upon arrival we began extrication on both vehicles and requested another truck begin enroute for assistance and manpower. Both patients were successfully extricated. Scene was turned over to dps and all units returned to the station and trucks were put back into service.

2021198 0 8/19/2021 14:29 352 - Extrication of victim(s) from vehicle

Address: 3100 HARTFORD ROAD, LEVELLAND, TX 79336

of Personnel: 5 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 4

Total Call Duration: 00:39:00

LEVELLAND FIRE DEPARTMENT WAS REQUESTED BY LEVELLAND EMS UNIT 5682 VIA TWO-WAY RADIO TO RESPOND TO A MOTOR VEHICLE ACCIDENT NEAR THE INTERSECTION OF HARTFORD ROAD AND INDIA ROAD (3100 HARTFORD). WHILE EN ROUTE, LEVELLAND PD DISPATCH ADVISED THAT THE OCCUPANT OF VEHICLE WAS UNRESPONSIVE AND DEPUTIES COULD NOT GAIN ACCESS TO INSIDE OF VEHICLE. UPON ARRIVAL, EMS CREW GAINED ENTRY INTO VEHICLE AND HAD PATIENT INSIDE OF AMBULANCE. NO OTHER OCCUPANTS INVOLVED. VEHICLE WAS CHECKED FOR POSSIBLE FIRE HAZARDS. NONE OBSERVED. VEHICLE WAS NOT IMPEDING TRAFFIC AND WAS NOT IN ROADWAY. IC 607 ADVISED ENGINE 8 TO CLEAR SCENE. NO FURTHER AT THIS TIME.
*****EOR*****

NO EXTRICATION EQUIPMENT USED AND NO PATIENT CONTACTS MADE BY FIRE PERSONNEL.

2021196 0 8/15/2021 14:32 600 - Good intent call, other

Address: 711 KOALA RD, HOCKLEY CO, TX 79336

of Personnel: 2 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 2

Total Call Duration: 00:12:00

FD WAS ADVISED THERE WAS A FIRE AT THIS LOCATION, POSSIBLY A CONTROLLED BURN. UPON ARRIVAL 604 FOUND A BALE OF HAY THAT WAS ON A FIRE. HE SPOKE TO THE FARMER, AND THE FARMER WAS DISKING AROUND IT, AND WOULD STAY WITH IT. S-11 RETURNED TO TOWN.

2021194 0 8/9/2021 09:55 130 - Mobile property (vehicle) fire, other

Address: Intersection of WEST AVE & W STATE HIGHWAY 114, HOCKLEY CO, TX

of Personnel: 4 Hours Paid per Person: Total Man Hours: .00

of Apparatus: 3

Total Call Duration: 00:55:00

PD ADVISED THERE WAS A TRUCK ON FIRE AT THIS LOCATION. UPON ARRIVAL, UNITS FOUND A WELDING TRUCK FULLY INVOLVED. UNITS WORKED TO EXTINGUISH THE FIRE AND RETURNED TO TOWN WHEN THE FIRE WAS EXTINGUISHED.

Total Number of Incidents in this District: 6

Grand Total Call Duration: 0 Days, 08:1

Report Filter Settings

Report Name: County Monthly by Date - with Narrative
Filter Name: Date Range, District, and Incident Type Code
Filter Expression: (Not Is Null [IncidentNumber]) And ([AlarmDateTime] is between '8/1/2021 00:00'
and '9/1/2021 00:00') And ([DistrictID] equals '2 - 2')

Motion by Judge Baldridge, second by Commissioner Carter, 4 votes yes, 0 votes No, that Commissioners Court TABLED the Ambulance Service Agreement between Methodist Hospital Levelland d/b/a Covenant Levelland EMS and the City of Levelland and Hockley County.

Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes No, that Commissioners Court approved the agreement with Texas Department of Transportation for the Fiscal Year 2021-2022 Routine Airport Maintenance program. As per Memorandum recorded below.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2205LVVLN

Part I - Identification of the Project

TO: The City of Levelland, Texas and The County of Hockley, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Levelland, Texas and The County of Hockley, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the **LEVELLAND - LEVELLAND MUNI Airport**.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2022, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.
3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).
4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

- a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
- b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
- c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
- d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
- e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's dedeed use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Levelland, Texas and The County of Hockley, Texas, do ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Levelland, Texas
Sponsor

Bonnynn Pinner
Sponsor Signature

Mayor
Sponsor Title

9/13/2021
Date

The County of Hockley, Texas
Sponsor

Jana Balduick
Sponsor Signature

Hockley County Judge
Sponsor Title

10-4-2021
Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION



Signature

Dan Harmon, Director
Aviation Division

Texas Department of Transportation
Title

10/4/2021

Date

Attachment A

Scope of Services

TxDOT Project ID: M2205LVLN

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Barbara Turner
 Sponsor Signature

Stacie Baldridge
 Sponsor Signature

Mayor
 Sponsor Title

Hockley County Judge
 Sponsor Title

9/13/2021
 Date

10-4-2021
 Date

GENERAL MAINTENANCE: As needed. Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2205LVLN

The City of Levelland, Texas and The County of Hockley, Texas, do certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Barbara Pinner
Sponsor Signature

Mayor
Sponsor Title

9/13/2021
Date

Shelia Boldridge
Sponsor Signature

Hockley County Judge
Sponsor Title

11-14-2021
Date

Certification of State Single Audit Requirements

I, _____, do certify that the City of Levelland, Texas and The County of Hockley, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Levelland, Texas and The County of Hockley, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Levelland, Texas and The County of Hockley, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Barbara Finnie
Sponsor Signature

Jack Baldrige
Sponsor Signature

Mayor
Sponsor Title

Hockley County Judge
Sponsor Title

9/13/2021
Date

10-4-2021
Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2205LVLN

The City of Levelland, Texas and The County of Hockley, Texas, designates,
JOSE CAVAZOS as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the

Sponsor.
Barbara Furrin
Sponsor Signature

Stacia Belbridge
Sponsor Signature

Mayor
Sponsor Title

Hockley County Judge
Sponsor Title

9/13/2021
Date

10-4-2021
Date

DESIGNATED REPRESENTATIVE

Jose Cavazos
First Name, Last Name

Interim City Manager
Title
City of Levelland
PO Box 1010

Levelland, Tx. 79336
Address

806-894-0113
Phone Number

jcavazos@levellandtexas.org
Email Address

Motion by Commissioner Wisdom, second by Commissioner Carter, 3 votes yes, 0 votes No, that Commissioners Court approved the 2022 Hockley County Resolution Indigent Defense Grant Program.
As per 2022 Hockley County Resolution Indigent Defense Grant Program recorded below.

**2022 Hockley County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hockley County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hockley County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

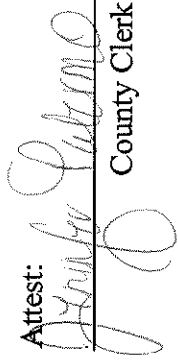
BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

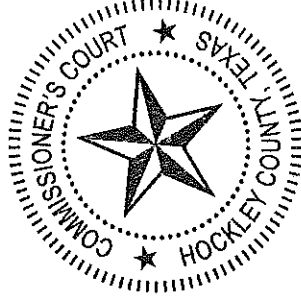
Adopted this 4th day of October, 2021.



Sharla Baldridge
County Judge

Attest:


County Clerk



Presentation from Election Administrator on Amendments for the November 2nd Special Election.

Constitutional Amendment Election (Elección sobre Enmiendas a la Constitución)
Hockley County, Texas (Condado de Hockley, Texas)
November 2, 2021 (2 de Noviembre de 2021)
Official Ballot (Boleta Oficial)

INSTRUCTION NOTE:

Vote for the statement of your choice in each race by darkening in the oval (●) provided to the left of the statement indicating the way you wish to vote.

(NOTA DE INSTRUCCION):

(Vote por la declaración de su preferencia en cada carrera llenando completamente el espacio ovalado (●) a la izquierda de la declaración.)

Constitutional Amendment Election (Elección sobre Enmiendas a la Constitución)

STATE OF TEXAS PROPOSITION 1

"The constitutional amendment authorizing the professional sports team charitable foundations of organizations sanctioned by the Professional Rodeo Cowboys Association or the Women's Professional Rodeo Association to conduct charitable raffles at rodeo venues."

(PROPUESTA NÚMERO 1 DEL ESTADO DE TEXAS)

"Enmienda constitucional que autoriza a las fundaciones benéficas de equipos deportivos profesionales de organizaciones sancionadas por la Asociación Profesional de Vaqueros de Rodeo o la Asociación Profesional de Rodeo Femenino a realizar rifas benéficas en eventos de rodeo."

For (A Favor)

Against (En Contra)

STATE OF TEXAS PROPOSITION 2

"The constitutional amendment authorizing a county to finance the development or redevelopment of transportation or infrastructure in unproductive, underdeveloped, or blighted areas in the county."

(PROPUESTA NÚMERO 2 DEL ESTADO DE TEXAS)

"Enmienda constitucional que autoriza a un condado a financiar el desarrollo o la reurbanización del transporte o la infraestructura en áreas improductivas, subdesarrolladas o arruinadas en el condado."

For (A Favor)

Against (En Contra)

STATE OF TEXAS PROPOSITION 3

"The constitutional amendment to prohibit this state or a political subdivision of this state from prohibiting or limiting religious services of religious organizations."

(PROPUESTA NÚMERO 3 DEL ESTADO DE TEXAS)

"Enmienda constitucional que prohíbe que este Estado o una subdivisión política de este Estado prohíba o limite los servicios religiosos de las organizaciones religiosas."

For (A Favor)

Against (En Contra)

Constitutional Amendment Election (Elección sobre Enmiendas a la Constitución)

STATE OF TEXAS PROPOSITION 4

"The constitutional amendment changing the eligibility requirements for a justice of the supreme court, a judge of the court of criminal appeals, a justice of a court of appeals, and a district judge."

(PROPUESTA NÚMERO 4 DEL ESTADO DE TEXAS)

"Enmienda constitucional que cambia los requisitos de elegibilidad para un juez de la corte suprema, un juez del tribunal de apelaciones penales, un juez del tribunal de apelaciones y un juez del distrito."

For (A Favor)

Against (En Contra)

STATE OF TEXAS PROPOSITION 5

"The constitutional amendment providing additional powers to the State Commission on Judicial Conduct with respect to candidates for judicial office."

(PROPUESTA NÚMERO 5 DEL ESTADO DE TEXAS)

"Enmienda constitucional que otorga poderes adicionales a la Comisión Estatal de Conducta Judicial con respecto a los candidatos a cargos judiciales."

For (A Favor)

Against (En Contra)

STATE OF TEXAS PROPOSITION 6

"The constitutional amendment establishing a right for residents of certain facilities to designate an essential caregiver for in-person visitation."

(PROPUESTA NÚMERO 6 DEL ESTADO DE TEXAS)

"Enmienda constitucional que establece el derecho de los residentes de ciertos establecimientos a designar un cuidador esencial para las visitas en persona."

For (A Favor)

Against (En Contra)

Constitutional Amendment Election (Elección sobre Enmiendas a la Constitución)

STATE OF TEXAS PROPOSITION 7

"The constitutional amendment to allow the surviving spouse of a person who is disabled to receive a limitation on the school district ad valorem taxes on the spouse's residence home based on the spouse's residence order at the time of the person's death."

(PROPUESTA NÚMERO 7 DEL ESTADO DE TEXAS)

"Enmienda constitucional para permitir que el cónyuge sobreviviente de una persona discapacitada reciba una limitación en los impuestos ad valorem del distrito escolar sobre la residencia del cónyuge si este tiene 55 años de edad o más al momento del fallecimiento de la persona."

For (A Favor)

Against (En Contra)

STATE OF TEXAS PROPOSITION 8

"The constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a member of the armed services of the United States who is killed or fatally injured in the line of duty."

(PROPUESTA NÚMERO 8 DEL ESTADO DE TEXAS)

"Enmienda constitucional que autoriza a la legislatura a establecer una exención de impuestos ad valorem de la totalidad o parte del valor de mercado de la residencia del cónyuge sobreviviente de un miembro de las fuerzas armadas de los Estados Unidos que haya fallecido o haya recibido una lesión fatal en cumplimiento del deber."

For (A Favor)

Against (En Contra)

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

The foregoing Minutes of a Commissioner's Court meeting held on the 4th day of October, A. D. 2021, was examined by me and approved.

Ash Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

Absent
Commissioner, Precinct No. 4

Sharla Baldrige
County Judge

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

