

SPECIAL MEETING
NOVEMBER 13th, 2017

Be it remembered that on this the 13th, day of November A.D. 2017, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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 Thrash,
4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on November 6th, 2017, A. D., be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through November 13th, 2017, A. D. be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve to accept the Five Thousand Dollars (\$5000), November 16, 2017 donation from Occidental Petroleum Corp. to the Hockley County Sheriff's Office to purchase investigation supplies, as per Purchase Investigation Supplies recorded below.



Occidental Petroleum Corporation
 P.O. Box 2647
 Houston, TX 77252-2647

PAYMENT DOCUMENT

HOCKLEY COUNTY SHERIFFS DEPT
 802 HOUSTON ST STE 104
 LEVELLAND, TX 79336

DATE	CHECK NO.
25-Oct-17	10006353

103752

DATE	INVOICE CREDIT MEMO	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET	
17-Oct-17	103752175000	SUPPORT FOR PURCHASE OF H2S MONITORS FESA		000100		5,000.00	
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE						TOTAL >	\$5,000.00



Occidental Petroleum Corporation
 P.O. Box 2647
 Houston, TX 77252-2647

JPMorgan Chase Bank, N.A.
 Syracuse, NY

50-937
 213

CHECK NO.
10006353

EXACTLY Five thousand and 00/100 Dollars

PAY TO THE ORDER OF:

HOCKLEY COUNTY SHERIFFS DEPT
 802 HOUSTON ST STE 104
 LEVELLAND, TX 79336

DATE
 25-Oct-17

US DOLLARS

CHECK AMOUNT
 *****\$5,000.00

John E. Alth
 AUTHORIZED SIGNATURE

Void after 90 days



⑈0010006353⑈ ⑆021309379⑆ 6301506410509⑈ VOL. 66 PAGE 012



MEMORANDUM

DATE: OCTOBER 11, 2017

TO: JODY ELLIOTT

FROM: SAMANTHA LOMBARDO

RE: HOCKLEY COUNTY SHERIFF'S DEPARTMENT

For your review, attached is the charitable contribution request to Hockley County Sheriff's Department in the amount of \$5,000.00 to provide funds for H2S Monitors.

Please return to Samantha Lombardo upon your review/approval.



1017-14822932

Occidental Petroleum Corporation
Corporate Accounting Services
5 Greenway Plaza, 12th Floor
Houston, Texas 77046

To: HOCKLEY COUNTY SHERIFFS DEPT

10/25/17

From: Maria M. Vineyard

Subject: Substantiation and Disclosure of Charitable Contributions

Please complete the following form to confirm that you have received our donation and return by 11/09/17.

Occidental Petroleum Corporation
Attn: Maria M. Vineyard
5 Greenway Plaza, 12th Floor
Houston, Texas 77046

Telephone: 713-599-4161
E-mail: LA_Invoice@oxy.com

I hereby certify that a donation in the amount of \$ _____ on _____
was received by HOCKLEY COUNTY SHERIFFS DEPT Tax ID # _____
Amount Date

Fair market value of goods and services provided by your organization (event tickets, dinner, tournament
Fees, advertising, etc.) \$ _____

Is this donation being used for lobbying or political activity _____ Please Check One
Yes No

If yes, please indicate the portion of the donation. \$ _____

Internal Revenue Tax Exemption Code _____ Please Check One
501(C)(3) 170(C) None

If your organization is tax exempted within the above codes and is a new donee this year, please attach
your IRS exempt status form.

Authorized Signature Title Phone Number

Print Full Name Address

City State Zip

Derek Lawless

From: Kristen_Mastalski@oxy.com
Sent: Thursday, November 02, 2017 12:26 PM
To: dlawless@hockleycounty.org
Subject: RE: RE: RE: RE: RE: First Responder Needs Assessment and W-9

Hello Derek,

The Hockley County Sheriff's Department may use the donation to purchase "investigation supplies," rather than the H2S monitors. We will update our records to reflect this change.

Please let us know if you have any additional questions.

Thank you,

Kristen Mastalski
Oxy Community Engagement
713-497-2286

From: Derek Lawless [mailto:dlawless@hockleycounty.org]
Sent: Wednesday, November 01, 2017 2:32 PM
To: Mastalski, Kristen (Dagen Personnel) <Kristen_Mastalski@oxy.com>
Subject: [EXTERNAL] RE: RE: RE: RE: First Responder Needs Assessment and W-9

Thank you very much.

From: Kristen_Mastalski@oxy.com [mailto:Kristen_Mastalski@oxy.com]
Sent: Wednesday, November 01, 2017 12:46 PM
To: dlawless@hockleycounty.org
Subject: RE: RE: RE: RE: First Responder Needs Assessment and W-9

Hi Derek,

Thanks for reaching out. We want to be sure that you are able to use the donation for what you need most. I am getting some clarification to be sure that you can use the donation for something other than what is noted on the check. I will be back in touch soon with an answer.

Thank you,

Kristen

From: Derek Lawless [mailto:dlawless@hockleycounty.org]
Sent: Wednesday, November 01, 2017 11:28 AM
To: Mastalski, Kristen (Dagen Personnel) <Kristen_Mastalski@oxy.com>
Cc: rscifres@hockleycounty.org
Subject: [EXTERNAL] RE: RE: RE: First Responder Needs Assessment and W-9

Good morning,
I have another question regarding the donation we received from you guys. I hope I am not being too much of an

11/2/2017

VOL. 66 PAGE 015

inconvenience and don't sound unappreciative. After discussing our donation receipt and possible uses with the Sheriff we needed to know if, because "support for purchase of H2S monitors FESA" is typed on the check, we would be able to use these monies for anything other than H2S monitors. I know that typically one would be required to use donated money only for the use specifically listed by the donor, however, we have H2S monitors already and being a small department we could not use all \$5,000.00 for H2S monitors without being wasteful and purchasing an excess without reason or cause.

We at the Hockley County Sheriff's Office strive to be the best stewards we can be with all of the money entrusted to us and because of this we would like to have the ability to utilize this much appreciated donation for other supplies. We have a greater need for "investigation supplies" and would be able to benefit from using the donation in that way as apposed to using the money for H2S monitors we already have. We have a total of 11 Certified Peace Officers in our department and we have H2S monitors that were donated by a local oil field supply company that we have trained our Deputies to utilize and keep calibrated through that company.

Again, I really hope that I am not being an inconvenience and don't sound unappreciative; because we really do greatly appreciate your donation to our organization, we would just like to have the ability to utilize your donation in a more beneficial way to our community.

Thank you for your time and consideration.

From: Kristen Mastalski@oxy.com [mailto:Kristen Mastalski@oxy.com]

Sent: Thursday, October 26, 2017 5:08 PM

To: dlawless@hockleycounty.org

Subject: RE: RE: RE: First Responder Needs Assessment and W-9

Hi Derek,

Yes, the check that you received is in regards to the donation that we have been discussing.

Please let me know if you have any additional questions.

Thank you,

Kristen

From: Derek Lawless [mailto:dlawless@hockleycounty.org]

Sent: Thursday, October 26, 2017 5:04 PM

To: Mastalski, Kristen (Dagen Personnel) <Kristen Mastalski@oxy.com>

Subject: [EXTERNAL] RE: RE: First Responder Needs Assessment and W-9

Hello Kristen,

I have a question regarding the donation process. Do you know where we stand in this? We received a check from Occidental Petroleum Corporation today. This check is for \$5,000.00 and it is stated on the check that the money is "support for the purchase of H2S monitors". If this check is in regards to the donation that we have been discussing then it is greatly appreciated. I just wanted to check with you and make sure this is from the same donation you and I have discussed. We originally requested assistance with the purchase of an evidence collection/processing vehicle. Again I just want to make sure that I am clear when I say that any amount of money is greatly appreciated but I just wanted to make sure that this check is regarding the same conversation we have been discussing.

Thank you very much for your time and consideration.

From: Kristen Mastalski@oxy.com [mailto:Kristen Mastalski@oxy.com]

Sent: Friday, September 22, 2017 4:42 PM

To: dlawless@hockleycounty.org

Subject: RE: RE: First Responder Needs Assessment and W-9

Hi Derek,

VOL. 66 PAGE 016

11/2/2017

Your original needs assessment is sufficient. At this time we do not need anything additional.

Thank you,

Kristen

From: Derek Lawless [<mailto:dlawless@hockleycounty.org>]
Sent: Friday, September 22, 2017 4:14 PM
To: Mastalski, Kristen (Dagen Personnel) <Kristen_Mastalski@oxy.com>
Subject: [EXTERNAL] RE: First Responder Needs Assessment and W-9

Sorry,
I should have added this to the last email I sent.
Do you need anything other than the W-9? Will our original needs assessment be sufficient to use with the W-9 I send?

From: [Kristen Mastalski@oxy.com](mailto:Kristen_Mastalski@oxy.com) [mailto:Kristen_Mastalski@oxy.com]
Sent: Friday, September 22, 2017 10:01 AM
To: Undisclosed recipients:
Subject: First Responder Needs Assessment and W-9

Hello,

We spoke previously about the needs of your department for the assessment of Permian Basin First Responders by the Community Engagement team at Oxy.

Could you please send a completed W-9 for the department for use if we decide to donate to the department?

Please let me know if you have any questions.

Thank you,

Kristen Mastalski
Oxy Community Engagement
713-497-2286

VOL. 66 PAGE 017

11/2/2017

Derek Lawless

From: - Kristen_Mastalski@oxy.com
Sent: Thursday, October 26, 2017 5:08 PM
To: dlawless@hockleycounty.org
Subject: RE: RE: RE: First Responder Needs Assessment and W-9

Hi Derek,

Yes, the check that you received is in regards to the donation that we have been discussing.

Please let me know if you have any additional questions.

Thank you,

Kristen

From: Derek Lawless [mailto:dlawless@hockleycounty.org]
Sent: Thursday, October 26, 2017 5:04 PM
To: Mastalski, Kristen (Dagen Personnel) <Kristen_Mastalski@oxy.com>
Subject: [EXTERNAL] RE: RE: First Responder Needs Assessment and W-9

Hello Kristen,
I have a question regarding the donation process. Do you know where we stand in this? We received a check from Occidental Petroleum Corporation today. This check is for \$5,000.00 and it is stated on the check that the money is "support for the purchase of H2S monitors". If this check is in regards to the donation that we have been discussing then it is greatly appreciated. I just wanted to check with you and make sure this is from the same donation you and I have discussed. We originally requested assistance with the purchase of an evidence collection/processing vehicle. Again I just want to make sure that I am clear when I say that any amount of money is greatly appreciated but I just wanted to make sure that this check is regarding the same conversation we have been discussing.
Thank you very much for your time and consideration.

From: Kristen_Mastalski@oxy.com [mailto:Kristen_Mastalski@oxy.com]
Sent: Friday, September 22, 2017 4:42 PM
To: dlawless@hockleycounty.org
Subject: RE: RE: First Responder Needs Assessment and W-9

Hi Derek,

Your original needs assessment is sufficient. At this time we do not need anything additional.

Thank you,

Kristen

From: Derek Lawless [mailto:dlawless@hockleycounty.org]
Sent: Friday, September 22, 2017 4:14 PM
To: Mastalski, Kristen (Dagen Personnel) <Kristen_Mastalski@oxy.com>
Subject: [EXTERNAL] RE: First Responder Needs Assessment and W-9

Sorry,

10/26/2017

VOL. 66 PAGE 018

I should have added this to the last email I sent.

Do you need anything other than the W-9? Will our original needs assessment be sufficient to use with the W-9 I send?

From: [Kristen Mastalski@oxy.com](mailto:Kristen_Mastalski@oxy.com) [mailto:Kristen_Mastalski@oxy.com]

Sent: Friday, September 22, 2017 10:01 AM

To: Undisclosed recipients:

Subject: First Responder Needs Assessment and W-9

Hello,

We spoke previously about the needs of your department for the assessment of Permian Basin First Responders by the Community Engagement team at Oxy.

Could you please send a completed W-9 for the department for use if we decide to donate to the department?

Please let me know if you have any questions.

Thank you,

Kristen Mastalski
Oxy Community Engagement
713-497-2286

VOL. 66 PAGE 019

10/26/2017

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Texas Gang Intelligence Index (TXGANG) User Agreement between the Hockley County Sheriff's Office and the Texas Department of Public Safety for the use and access of gang intelligence index, as per Texas Gang Intelligence Index (TXGANG) recorded below.

**TEXAS GANG INTELLIGENCE INDEX (TXGANG)
USER AGREEMENT**

This agreement is made and entered into between the Texas Department of Public Safety (DPS), which is responsible for the maintenance of the Texas Gang Intelligence Index (TXGANG), and the Hockley County Sheriff's Office hereinafter referred to as the Participating Agency.

The DPS hereby agrees to:

1. Establish and maintain a statewide gang intelligence index for the sole purpose of investigating or prosecuting criminal offenses relating to a criminal street gang. The intelligence index will be known as TXGANG. The DPS will develop the necessary computer programs to provide Participating Agencies with system access capabilities.
2. Supply prospective Participating Agencies with applications and policy information and, upon approval, procedural guidelines.
3. Establish criteria for:
 - Eligibility of Participants
 - Information Submission
 - Information Query/Dissemination
 - Information Retention/Removal
 - Security of Information
 - Audit Trails
 - Training

The Participating Agency agrees to:

1. Comply with the Department of Justice Criminal Intelligence Systems Operating Policies, 28 Code of Federal Regulations, Part 23 and Senate Bill 8 (SB 8) which passed in the 76th Texas Legislature, Regular Session, modifying Chapter 61 of the Texas Code of Criminal Procedure.
2. Comply with the TXGANG Operating Policies and Procedures including, but not limited to, submission, query, dissemination and retention of records, training, and terminal and data security.
3. Establish a written policy on TXGANG regarding issues such as, record submission and removal, quality control, validation, dissemination, and system security.

The Participating Agency agrees to indemnify and save harmless, to the extent the law allows, the DPS, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the Participating Agency or its employees in the exercise of enjoyment of this Agreement.

FURTHERMORE, the parties hereto acknowledge and agree that all submissions of criminal intelligence information on individuals and organizations submitted to TXGANG are the property and responsibility of the submitting agency.

This TXGANG User Agreement will become effective on _____. (Date to be completed by DPS.)

TXGANG User Agreement
Page 1 of 2

VOL. 66 PAGE 021

IN WITNESS WHEREOF, the parties hereto caused this TXGANG User Agreement to be executed by the proper officers and officials:

PARTICIPATING AGENCY

AGENCY TXGANG REPRESENTATIVES

Ray Scifres
Printed Name of Agency Head or Designee

MICHAEL J. PINSON
Printed Name of Primary TXGANG Representative

Signature

Signature

Sheriff
Title

Michael J. Pinson
Signature

11-6-17
Date

Tammy Allied
Printed Name of Alternate TXGANG Representative

TX 1100000
ORI

Tammy Allied
Signature

1310 Ave H Lovell AND, TX 79336
Agency Address/City/Zip Code

TEXAS DEPARTMENT OF PUBLIC SAFETY

Printed Name

Signature

DIRECTOR

Title

Date

**Motion by Commissioner Clevenger, seconded by Commissioner Carter ,
4 Votes Yes, 0 Votes No, that Commissioners' Court tabled the Project Agreement between
Anthony Mechanical Services and Hockley County for building Environmental System in the
Hockley County Library through the TIPS-USA.**

**Motion by Commissioner Thrash , seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Texas Department of
Transportation Grant for 2017-2018 Routine Airport Maintenance Program, as per
2017-2018 Routine Airport Maintenance Program recorded below.**

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

TxDOT Project ID.: M1805LVLN

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.

10/10/2017

Page 1 of 14

VOL. 66 PAGE 024

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, 2018, 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. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

- f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; 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.
- l. 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, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 16 day of OCTOBER, 2017.

The City of Levelland, Texas

Sponsor

Beth A. Walls

Witness Signature

Bonnie Pinner

Sponsor Signature

CITY SECRETARY

Witness Title

MAYOR

Sponsor Title

Certificate of Attorney

I, MATT WADE, acting as attorney for the City of Levelland, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at LEVELLAND, Texas, this 16 day of OCTOBER, 2017.

Beth A. Walls

Witness Signature

Matt Wade

Attorney's Signature

CITY SECRETARY

Witness Title

Part VI - Acceptances

Sponsor

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

Executed this 13th day of November, 2017.



[Signature]
Witness Signature

County Clerk
Witness Title

The County of Hockley, Texas
Sponsor

[Signature]
Sponsor Signature

County Judge
Sponsor Title

Certificate of Attorney

I, Annattord, acting as attorney for the County of Hockley, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Levelland, Texas, this 14th day of November, 2017.

[Signature]
Witness Signature

[Signature]
Attorney's Signature

Administrative Asst.
Witness Title

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

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M1805LVLN

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$60,000.00	\$30,000.00	\$30,000.00
TOTAL	\$60,000.00	\$30,000.00	\$30,000.00

Accepted By: The City of Levelland, Texas

Bonnie Purner
Signature

Title: MAYOR

Date: 10/16/17

Accepted By: The County of Hockley, Texas

Charla Baldrige
Signature

Title: Hockley County Judge

Date: 11-13-2017

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: M1805LVLN

The City of Levelland, Texas and The County of Hockley does 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.

The City of Levelland, Texas

The County of Hockley, Texas

(Sponsor)

(Sponsor)

By: Bonnie Purman

By: Shirley Liddidge

Title: MAYOR

Title: Hockley County Judge

Date: 10/16/17

Date: 11-13-2017

Certification of State Single Audit Requirements

We, Barbra Pinner, and Sharla Baldrige
(Designated Representative) (Designated Representative)

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.

Barbra Pinner
Signature

MAYOR
Title

10/16/17
Date

Sharla Baldrige
Signature

Hockley County Judge
Title

11-13-2017
Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1805LVLN

The City of Levelland, Texas and The County of Hockley, Texas, designates, _____
(Name, Title)

as the Sponsor's authorized 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.

The City of Levelland, Texas
(Sponsor)

The County of Hockley, Texas
(Sponsor)

By: Barbara Pinner

By: Sharla Baldrige

Title: MAYOR

Title: Hockley County Judge

Date: 10/16/17

Date: 11-13-17

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

**Motion by Commissioner Barnett, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve casting allocated votes for the
2018-2019 term of the Hockley County Appraisal District Board of Directors, as per Casting
Allocated votes for the 2018-2019 Term of the Hockley County Appraisal District Board of
Directors recorded below.**

OFFICIAL BALLOT

Hockley County Appraisal District

2017 Board of Directors Election

<u>Nominees</u>	<u>Votes</u>
Bobby Neal	
Larry Carter	1157
Pat Riedel	
Paul Ochoa	
Ronnie Watkins	
William Clements	

Be it resolved by the Hockley County Commissioners' Court that it hereby casts its allocation of ballots in the Hockley County Appraisal District Board of Directors Election as reflected above.

Given under my hand and seal of office this 13th day of November 2017.

Signed:

Sharla Baldrige
Secretary/Clerk County Judge

Taxing Entity

**Hockley County Appraisal District
Board of Directors Votes Cast for 2018-2019 Term
December 15, 2017**

	Actual 2016 Levy	Percent of Levy	Allocated Votes
Anton ISD	512,917	0.99%	49
City of Anton	123,780	0.24%	12
City of Levelland	4,222,931	8.11%	406
City of Ropesville	68,892	0.13%	7
City of Smyer	82,845	0.16%	8
City of Sundown	379,350	0.73%	36
Frenship ISD	65,375	0.13%	6
Hockley County	12,049,879	23.15%	1157
Levelland ISD	14,687,666	28.21%	1410
Ropes ISD	1,349,152	2.59%	130
Smyer ISD	1,156,664	2.22%	111
South Plains Junior College	8,544,650	16.41%	821
Sundown ISD	7,152,530	13.74%	687
Whiteface CISD	1,089,707	2.09%	105
Whitharral ISD	570,823	1.10%	55
Totals	52,057,161	100.0%	5000

WATER DISTRICTS ARE EXCLUDED FROM VOTING

HOCKLEY COUNTY APPRAISAL DISTRICT

P.O. Box 1090
1103 Houston Street
Levelland, Texas 79336-1090

October 27, 2017

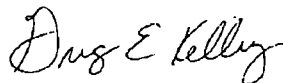
Linda Barnett
Hockley County Commissioners
802 Houston St Ste. 103
Levelland, TX 79336

Enclosed you will find the official ballot for the Hockley County Appraisal District Board of Directors Election for the 2018 & 2019 term. I've also enclosed the worksheet showing the vote entitlement for all entities.

You will note there are six candidates on the ballot to fill five positions. You should have your entity take formal action casting the allocated votes for the candidate(s) of your choice and send your ballot back to us by December 15, 2017.

If you have any questions or concerns regarding this communication, please feel free to give me a call at (806) 894-9654.

Most sincerely,



Greg E. Kelley

**Motion by Commissioner Barnett, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve Ad Valorem tax refund in the
amount of Eight Hundred Eighty and Seven Dollars and Sixty Five Cents (\$887.65) to
Carrington Mortgage, as per request Debra Bramlett, Tax Assessor/Collector.**

**Motion by Commissioner Barnett, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the County to collect a fee
of 5% of the bond amount, not to exceed Fifty Dollars (\$50.00) and to be deducted from cash bond
refunds pursuant to Code of Criminal Procedure Chapter 17, BAIL Art. 17.02 and Section 117.005,
Local Government Code, as per Order recorded below.**

STATE OF TEXAS
COUNTY OF HOCKLEY

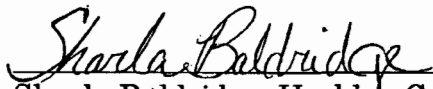
§
§
§

IN THE COUNTY COURT
OF
HOCKLEY COUNTY, TEXAS

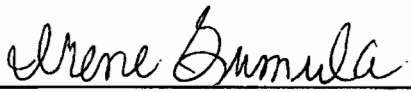
ORDER TO COLLECT ADMINISTRATIVE EXPENSES

IT IS HEREBY ORDERED by the Commissioners Court of Hockley County, Texas that Hockley County shall hereby collect a fee of 5% of the bond amount, not to exceed \$50.00, will be deducted from cash bond refunds in accordance with the Code of Criminal Procedure Chapter 17, Bail Art. 17.02 and Section 117.055, Local Government Code.

SIGNED this 13TH day of November, 2017.


Sharla Baldrige, Hockley County Judge

Given under my hand and seal of said Court, this the 13th day of November, 2017.


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



**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve to canvass the votes from the
11-7-17 Constitutional Amendment Election, as per Canvass November 7, 2017
Constitutional Amendment Election.**

CANVASS OF GENERAL ELECTION

I, SHARLA BALDRIDGE, COUNTY JUDGE
(name) (office)

of HOCKLEY COUNTY, Texas, met with the COMMISSIONERS' COURT
(political subdivision holding election) (body acting as canvassing board)

sitting as the canvassing board to canvass the general election of NOVEMBER 7, 20 17

on NOVEMBER 13, 20 17 at HOCKLEY COUNTY Texas.
COMMISSIONERS' COURTROOM

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this 13TH day of NOVEMBER, 20 17.


Presiding Officer of Canvassing Authority

Public Results

Machine ID: A Machine #: 4517023046

Hockley County
2017 Const Amend Election
11/07/2017

11/07/2017 11:30:40

First Ballot Date Time: 11/07/2017 10:08:29
Last Ballot Date Time: 11/07/2017 11:29:49

Total Sheets Processed: 182
Total Ballots Cast: 182
Blank Sheets Cast: 0

Contest	Votes
STATE OF TEXAS PROPOSITION 1	
(Vote For 1)	
For	161
Against	21
Total	182
STATE OF TEXAS PROPOSITION 2	
(Vote For 1)	
For	137
Against	45
Total	182
STATE OF TEXAS PROPOSITION 3	
(Vote For 1)	
For	141
Against	40
Total	181
STATE OF TEXAS PROPOSITION 4	
(Vote For 1)	
For	134
Against	45
Total	179
STATE OF TEXAS PROPOSITION 5	
(Vote For 1)	
For	85
Against	96
Total	181
STATE OF TEXAS PROPOSITION 6	
(Vote For 1)	
For	153
Against	29
Total	182
STATE OF TEXAS PROPOSITION 7	
(Vote For 1)	
For	98
Against	83
Total	181

EARLY VOTING SHORT
GRAND TOTALS

Nancy L. Demel

VOL. 66 PAGE 046

Not Processed (Top Bin)

Machine ID: A Machine #: 4517023046

Hockley County
2017 Const Amend Election
11/07/2017

11/08/2017 12:04:39

Batch: A0045 11/08/2017 11:51:03
Total Sheets: 2
Number Range: 3046001900 - 3046001901
Batch Started: 11/08/2017 11:45:25
Batch Completed: 11/08/2017 11:51:03

Number	Reason	Contest(s)
3046001900	Image Unreadable	
3046001901	Image Unreadable	

2 Blank Ballots

Total of 184 Ballots

Public Results

Machine ID: A Machine #: 4517023046

Hockley County
2017 Const Amend Election
11/07/2017

11/07/2017 20:23:25

First Ballot Date Time: 11/07/2017 10:08:29
Last Ballot Date Time: 11/07/2017 20:22:50

Total Sheets Processed: 222
Total Ballots Cast: 222
Blank Sheets Cast: 0

Contest	Votes
STATE OF TEXAS PROPOSITION 1	
(Vote For 1)	
For	195
Against	25
Total	220
STATE OF TEXAS PROPOSITION 2	
(Vote For 1)	
For	162
Against	58
Total	220
STATE OF TEXAS PROPOSITION 3	
(Vote For 1)	
For	189
Against	31
Total	220
STATE OF TEXAS PROPOSITION 4	
(Vote For 1)	
For	155
Against	62
Total	217
STATE OF TEXAS PROPOSITION 5	
(Vote For 1)	
For	124
Against	97
Total	221
STATE OF TEXAS PROPOSITION 6	
(Vote For 1)	
For	195
Against	25
Total	220
STATE OF TEXAS PROPOSITION 7	
(Vote For 1)	
For	119
Against	103
Total	222

ELECTION DAY SHORT
GRAND TOTALS

Public Results

Machine ID: A Machine #: 4517023046

Hockley County
2017 Const Amend Election
11/07/2017

11/07/2017 20:17:44

First Ballot Date Time:	11/07/2017 10:08:29	Total Sheets Processed:	404
Last Ballot Date Time:	11/07/2017 20:16:58	Total Ballots Cast:	404
		Blank Sheets Cast:	0

Contest	Votes
STATE OF TEXAS PROPOSITION 1 (Vote For 1)	
For	356
Against	46
Total	402
STATE OF TEXAS PROPOSITION 2 (Vote For 1)	
For	299
Against	103
Total	402
STATE OF TEXAS PROPOSITION 3 (Vote For 1)	
For	330
Against	71
Total	401
STATE OF TEXAS PROPOSITION 4 (Vote For 1)	
For	289
Against	107
Total	396
STATE OF TEXAS PROPOSITION 5 (Vote For 1)	
For	209
Against	193
Total	402
STATE OF TEXAS PROPOSITION 6 (Vote For 1)	
For	348
Against	54
Total	402
STATE OF TEXAS PROPOSITION 7 (Vote For 1)	
For	217
Against	186
Total	403

EV&ED COMBINED GRAND
TOTALS
Sheet

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 13th day of November, A. D. 2017, was examined by me and approved.

Curtis Threl
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner Precinct No. 3

Henry Carter
Commissioner, Precinct No. 2

Tommy Cleverly
Commissioner Precinct No. 4

Sharla Baldrick
County Judge

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

