

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 20th day of November, 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 a Special Meeting of the Commissioners' Court held Monday, November 13, 2017 at 10:00 a.m.
2. Read for approval all monthly bills and claims submitted to the court and dated through November 20, 2017.
3. Consider and take necessary action to approve the Memorandum of Understanding between Covenant Health System and Hockley County concerning the 340B Program.
4. Consider and take necessary action to approve the Official Bond and Oath of Melissa Lynn Land Hodge.
5. Consider and take necessary action to approve the allocation of surplus materials from TxDOT for the 2018 County Assistance Program and participation in the Local Government Assistance Program.
6. Consider and take necessary action to approve the Project Agreement between Anthony Mechanical Services and Hockley County for building Environmental System in the Hockley County Library through the TIPS-USA.
7. Consider and take necessary action to approve Ad Valorem tax refund.
8. Consider and take necessary action to approve two (2) road crossings for Occidental Permian, LTD. each on Sagebrush Road in Precinct 2.
9. Consider and take necessary action to award the bid for hauling 5,000 yards of caliche from the pit in Precinct 3 to Mason Road in Precinct 4 with a minimum of 4 trucks hauling at the same time.

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 16th day of November, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 16th day of November, 2017.

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

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

NOV 16 2017

Irene Gumula
County Clerk, Hockley County, Texas

SPECIAL MEETING
NOVEMBER 20th, 2017

Be it remembered that on this the 20th, 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 (ABSENT)	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on November 13th, 2017, A. D., be approved and stand as read.

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

Motion by Commissioner Thrash, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve to accept the Memorandum of Understanding between Covenant Health System and Hockley County concerning the 340B Program, as per Memorandum of Understanding recorded below.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 20th day of Nov. 2017 by and between the undersigned representative of Hockley County, Levelland, Texas ("COUNTY"), and Covenant Health System, ("HOSPITAL") Methodist Hospital Levelland, d/b/a, Covenant Health Levelland located at 1900 College Ave. Levelland, Texas 79336; which include Rural Health Clinics Levelland Clinic, Family Medicine, and North Clinic.

RECITALS:

WHEREAS, HOSPITAL is a community private, not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of Texas;

WHEREAS, HOSPITAL participates in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program HOSPITAL must enter into an agreement with a unit of the Texas state or local government pursuant to which HOSPITAL commits to provide health care services to low income individuals who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, HOSPITAL desires to make such a formal commitment to COUNTY, and

WHEREAS, COUNTY agrees to accept such commitments on behalf of the citizens of the State of Texas

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. Commitment of HOSPITAL to Provide Indigent Care.

During the term of this MOU, HOSPITAL agrees to continue its historical commitment to the provision of health care to indigent, uninsured and underinsured residents of Hockley County. HOSPITAL will assure that all such patients will receive necessary care, as required by law regardless of ability to pay.

2. Acceptance and Acknowledgements of COUNTY.

(a) COUNTY accepts the commitment of HOSPITAL set forth above;

(b) COUNTY hereby acknowledges that the healthcare services provided by HOSPITAL hereunder are in the public interest.

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3. **Representations of HOSPITAL.** HOSPITAL represents that as of the date hereof:

(a) HOSPITAL constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Texas with the corporate power and authority to enter into and perform its obligations under this MOU; and

(b) HOSPITAL is a tax-exempt corporation of under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Texas.

(c) HOSPITAL hereby certifies that healthcare services are being provided to individuals who are not entitled to benefits under Title VIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and

(d) HOSPITAL hereby certifies that the healthcare services provided hereunder are in the public interest.

4. **Term and Termination.** The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

5. **Notice.** All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

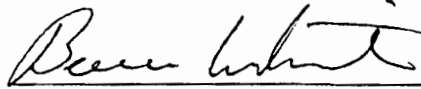
Sent to:
Covenant Health System
Attention: Bruce White, CEO Hospital Administrator
Mailing Address:
1900 College AVE
Levelland, TX 79336

6. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Texas (excepting any conflict of laws provisions which would serve to defeat application of Texas substantive law).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, HOSPITAL and the COUNTY have executed this Agreement as of the day and year first written above by their duly authorized representative.

**Methodist Hospital Levelland d/b/a
Covenant Health Levelland**



Name: Bruce White
Title: Chief Executive Officer, Hospital
Administrator

Hockley County

By: Sharla Baldrige

Name: Sharla Baldrige

Title: County Judge

Agency: Hockley County

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and
Oath of Melissa Lynn Land Hodge, as per Official Bond and Oath recorded below.**

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71963442

That we, Melissa Lynn Land Hodge, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hockley County Tax Assessor, his successors in office, in the sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 18th day of October, 2017

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, duly appointed (Elected—Appointed) to the office of Deputy Tax Collector in and for Hockley County, State of Texas, for a term of One year commencing on the 28th day of August, 2017

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~xxxxxxx~~

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Melissa Lynn Land Hodge Principal
WESTERN SURETY COMPANY
By Paul T. Bruff
Paul T. Bruff, Vice President

ACKNOWLEDGMENT OF PRINCIPAL.

THE STATE OF TEXAS

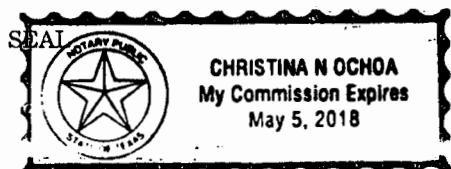
County of Hockley } ss

Before me, Melissa Lynn Land Judge November 9, 2017 on this day, personally appeared Melissa Lynn Land Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Levelland, Texas, this 13th day of November, 2017.

Christina Ochoa

Hockley County, Texas



OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____; do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____

Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy _____ County Court _____ County _____

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ 18th _____ day of _____ October _____,
2017, personally appeared _____ Paul T. Bruflat _____ to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,500.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

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OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum -- \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

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**Motion by Commissioner Barnett , seconded by Commissioner Thrash ,
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the allocation of surplus material
from TxDOT for the 2018 County Assistance Program and participation in the local
Government Assistance Program, as per 2018 County Assistance Program recorded below.**



Hockley County

Levelland, Texas

Sharla Baldrige
County Judge

802 Houston, Suite 101
LEVELLAND, TEXAS 79336
806-894-6856

November 20, 2016

Texas Department of Transportation
Attn: David Barrera
135 Slaton Road
Lubbock, TX 79404-5201

Dear Mr. Barrera:

Hockley County is requesting the allocation of surplus materials from the Texas Department of Transportation for the 2018 County Assistance Program defined under the rules of TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule §29.3 (43TAC § 29.3).

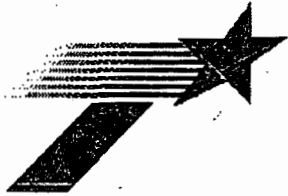
The County would like to participate in the Local Government Assistance Program and the new Rider 19 to the appropriation bill, House Bill number 1 (HB1) which passed the 84th Legislative session.

Thank you from the Commissioners' Court of Hockley County.

Sincerely,

Sharla Baldrige
Hockley County Judge

sb



Texas Department of Transportation

135 Slaton Road
Lubbock, TX 79404-5201

November 8, 2017

The Honorable Sharla Baldrige
County Judge, Hockley County
802 Houston Street, Ste. 101
Levelland, Texas 79336

Dear Judge Baldrige:

This letter addresses the Fiscal Year 2018 implementation of the County Assistance Program defined under the rules of TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule § 29.3 (43TAC. § 29.3), the Local Government Assistance Program and the new Rider 19 to the appropriation bill, House Bill number 1 (HB1) which passed the 84th Legislative session.

Transportation Code § 201.706 which passed by the Texas Legislature in 1997, requires the Texas Department of Transportation (TxDOT) to assist counties with materials to repair and maintain county roads damaged by the impact of 2060 Weight Tolerance permits. In addition, the legislation requires that a preference should be made for counties with the most Weight Tolerance permits and a maximum usage should be made of State surplus materials.

To administer this program each county is given a specific allocation to be provided by the respective districts. Allocations are determined based on a county's percent of statewide Weight Tolerance permits, the county's percent of the statewide county road vehicle miles and the county's percent of the statewide lane miles of county roads. TxDOT Districts will notify each county of the assistance available to them. Each county desiring material should make a written request to their TxDOT District Coordinator. TxDOT will also set and account for the value of the materials to insure compliance with state law.

During the recent 84th Legislative Session, Rider 19 was also authorized. Rider 19 allows TxDOT to provide expert advice to cities related to roadway maintenance issues. In addition, if after satisfying the County Assistance Program, State surplus materials are still available, this material may be distributed to either cities or counties. Unlike the County Assistance program, the Local Government Assistance program prohibits the purchase of new materials. Only surplus material will be available for distribution under this program.

Requests for material to be distributed in accordance with House Bill 1 and Rider 19 during fiscal year 2018 should be submitted in writing within 45 days of the date of this letter. The written request should be submitted to: Texas Department of Transportation Attn. David Barrera, 135 Slaton Road, Lubbock, TX 79404-5201. Material allocations not requested by Hockley County within the 45 day timeframe will be made available to other counties. The amount allocated to Hockley County for Fiscal Year 2018 is \$22,033.00

If you have any questions about this year's program please contact Gary McLendon, Hockley County Maintenance Supervisor at (806) 894-4323 or Lubbock District Administrator David Barrera, at (806) 748-4483. Upon receiving your written request a meeting will be set up with Hockley County Officials to discuss material availability and to coordinate the delivery details. We look forward to meeting with you.

Sincerely,

David Barrera

David Barrera.
Lubbock District Administrator

cc: Steve Warren, P.E., District Engineer
Mike Stroope, P.E. Director of Operations
Stevan Perez, P.E., Area Engineer
Gary McLendon, Hockley County Maintenance Supervisor.

**Motion by Commissioner Carter, seconded by Commissioner Thrash,
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Project Agreement
between Anthony Mechanical Services and Hockley County for building Environmental
System in the Hockley County Library through the TIPS-USA, as per Agreement recorded below.**



PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
06/15/2017	PP10467 HOCKLEY	

BY AND BETWEEN:

ANTHONY MECHANICAL SERVICES INC.
525 E 40TH ST.
LUBBOCK, TEXAS 79404

AND

HOCKLEY COUNTY COURTHOUSE
SUITE 103
LEVELAND TEXAS 79336

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

LIBRARY

Disconnect existing chiller and boiler, remove chiller condensers. Set two new Daikin condensers where chiller condenser were. Set nine new ceiling cassette, two branch boxes and two Multi position air handlers. Run new refrigerant piping to branch boxes, ceiling cassettes and air handlers. Wire new cassettes to branch boxes and condensers. Reuse existing chiller power for new condensers. Run new 220 volt power to branch boxes. Leak check system and startup system. All equipment to be controlled by central controller. All equipment, labor, piping, refrigerant included in proposal.

Labor and piping, refrigerant, misc. parts - \$47,878.00
Equipment \$49,000.00
Total \$96,878.00

TIPS # 170303

Warranty: One year parts and labor warranty on installation. Additional nine year warranty on all Daikin equipment.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

CUSTOMER

Signature (Sales Representative) JOE CALOWELL

Signature (Authorized Representative)

Approved For Contractor

Joe Caldwell
Signature

Joe Caldwell
Name & Title

Charla Baldrige
Signature (Print/Type)

Charla Baldrige
County Judge
Title

11/20/17
Date

11-20-17
Date

**Motion by Commissioner Barnett, seconded by Commissioner Thrash,
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Ad Valorem tax refund
in the amount of Five Hundred Seventy Eight Dollars and Thirty Cents (\$578.30) to
Randall Baccus, tax refund in the amount of Nine Hundred Forty Five Dollars and
Two Cents (\$945.02) to Dusty Hough , as per request of Debra Bramlett, Tax Assessor/Collector.**

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental
Permian LTD., on Sagebrush Road in Precinct 2, to lay, construct, operate and maintain 3-3" F. G.
Lines transporting Produce Fluid under and across certain roads, situated in Commissioner's Precinct
No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the
County.**

RECORD, PETITION EXHIBIT AND ORDER OF THE COURT

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 3-3" E.G. lines pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Produce Fluid from the Petitioner's sources of supply to Petitioner's markets.

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

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

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

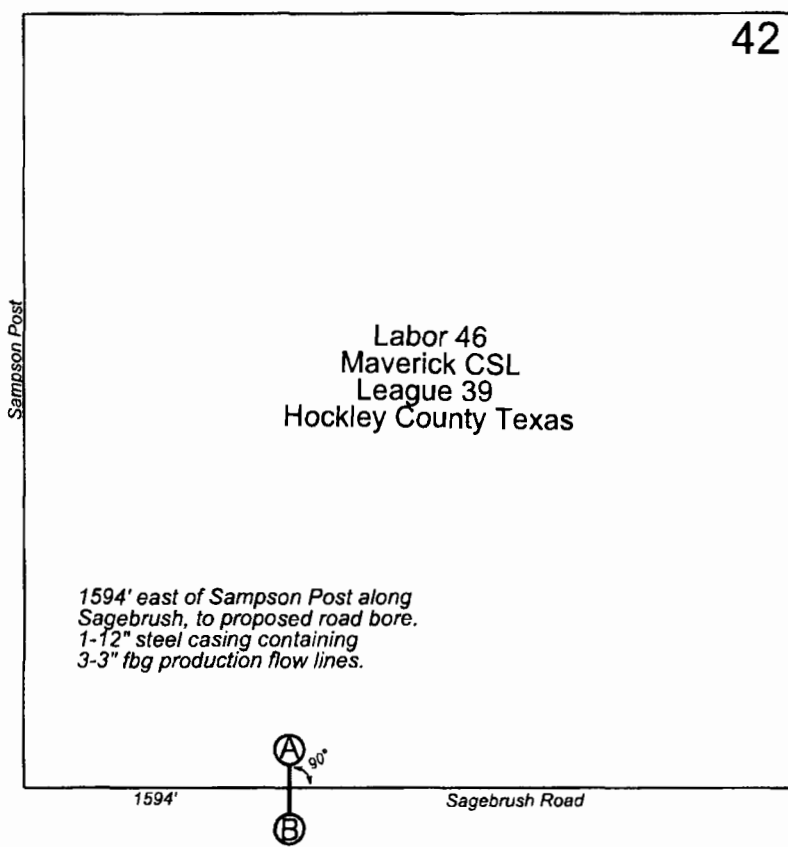
WATED this 7 day of NOV, 2017

BY Tony Alcazar
Tony Alcazar
806-789-8206



Note: Plat is for information only and not to scale.

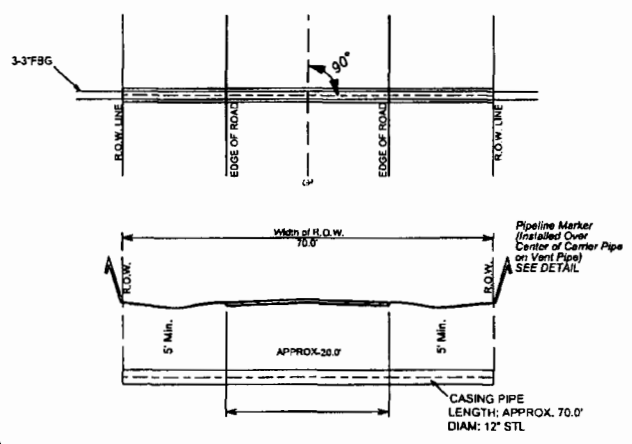
42



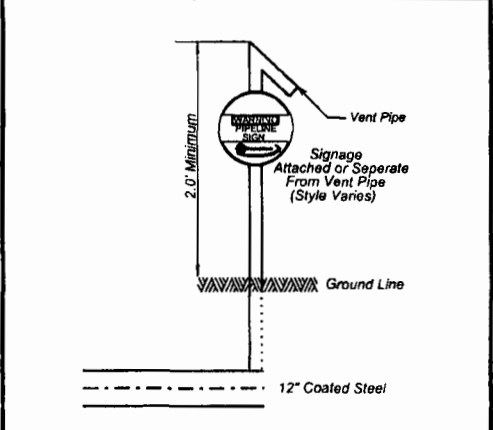
1594' east of Sampson Post along Sagebrush, to proposed road bore.
1-12" steel casing containing 3-3" fbg production flow lines.

	Latitude	Longitude
(A)	33.473019N	102.518728W
(B)	33.472842N	102.518742W

Detail Cross Section of Proposed Road Bore



Note: Vent Pipe to be installed on each end of casing. Minimum of 2' above natural ground.



ROAD BORE DETAILS IN
LABOR 46, MAVERICK CSL
LEAGUE 39, HOCKLEY CO. TEXAS

Drawn By: Brent Sawyer WSDU C02 Date: 11-1-2017

VOL. 66 PAGE 071

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD 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 OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, Levelland Unit 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, OCCIDENTAL PERMIAN, LTD., is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

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

Shirley Baldrige
County Judge

Curtis Thayer
Commissioner, Precinct No. 1

Jimmy Cunto
Commissioner, Precinct No. 2

11-20-2017
Date

J. L. Barnett
Commissioner, Precinct No. 3

Absent
Commissioner, Precinct No. 4

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
3 Votes Yes, 0 Votes, that Commissioners' Court grant permission and authority to Occidental
Permian LTD., on Sage brush Road in Precinct 2, to lay, construct, operate and maintain
3-3" F. G. Lines transporting Produce Fluid under and across certain roads, situated in
Commissioner's Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition,
Exhibit and Order of th Court.**

RECORD, PETITION EXHIBIT AND ORDER OF THE COURT

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 3-3" E.G. lines pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Produce Fluid from the Petitioner's sources of supply to Petitioner's markets.

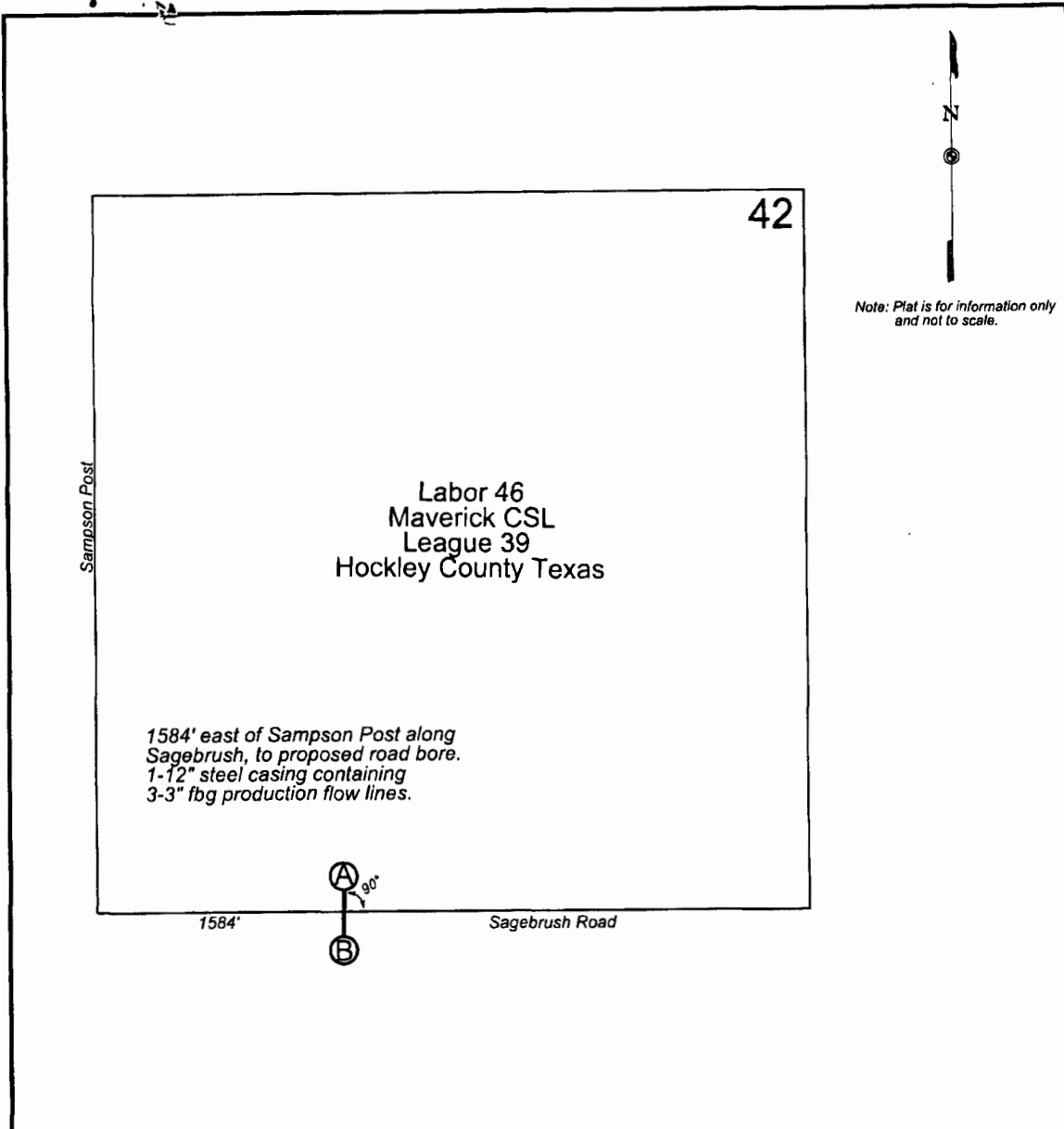
The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this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

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

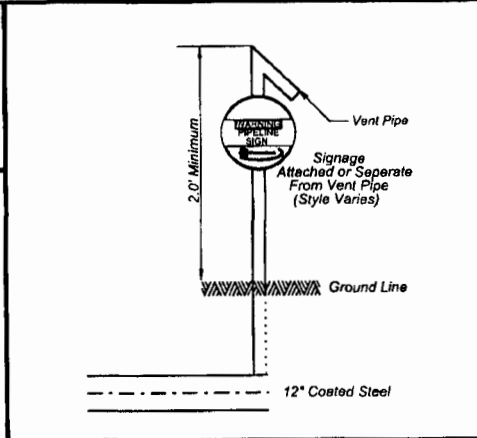
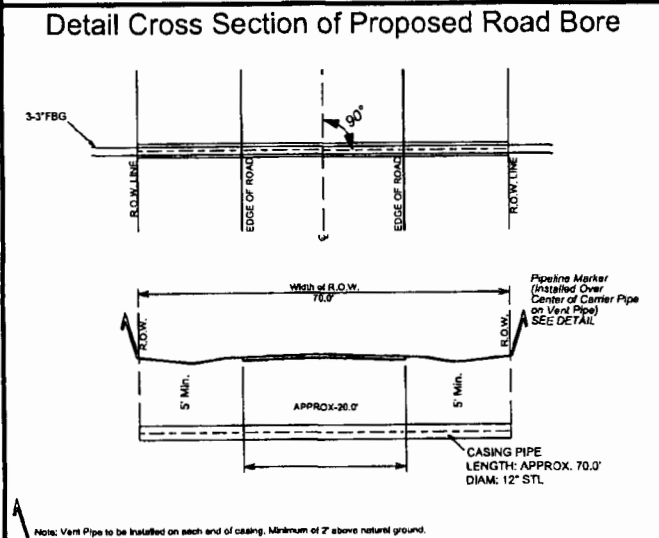
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A"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

WITNESSED this 7 day of NOV., 2017

BY Tony Alcazar
Tony Alcazar
806-789-8206



	Latitude	Longitude
Ⓐ	33.473018N	102.518759W
Ⓑ	33.472842N	102.518775W



OXY Occidental Petroleum Corporation

**ROAD BORE DETAILS IN
LABOR 46, MAVERICK CSL
LEAGUE 39, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawyer WSDU CO2 Date: 11-1-2017

VOL. 66 PAGE 075

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD 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 OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, Levelland Unit 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, OCCIDENTAL PERMIAN, LTD., is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said pipelines undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
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5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Sharla Baldrige
County Judge

11-20-2017
Date

Quetta Threlkeld
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Randy Cantor
Commissioner, Precinct No. 2

Absent
Commissioner, Precinct No. 4

**Motion by Commissioner Thrash, seconded by Commissioner Carter,
3 Votes Yes, 0 Votes No, that Commissioners' Court Tabled the bid for hauling 5,000 yards
of caliche from the pit in Precinct 3 to Mason Road in Precinct 4 with a minimum of 4 trucks
hauling at the same time .**

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 20th
day of November, A. D. 2017, was examined by me and approved.

Curtis Throckmorton
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner Precinct No. 3

James Curtis
Commissioner, Precinct No. 2

Absent
Commissioner Precinct No. 4

Sharla Baldrige
County Judge



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