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 10th day of September, 2018 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 the Special Meetings of the Commissioners' Court held Monday August 20, 2018 and on Tuesday, September 4, 2018.
- 2. Read for approval all monthly bills and claims submitted to the court and dated through September 10, 2018.
- 3. Hear the monthly Public Assistance Report.
- 4. Consider and take necessary action to approve the quarterly Treasurer's Report.
- 5. Consider and take necessary action to approve the Resolution Authorizing County Grant in the amount of \$937.50 to Hockley County Senior Citizens for the Home Delivered Meal Grant Program.
- 6. Consider and take necessary action to approve Ad Valorem tax refunds.
- 7. Consider and take necessary action to review and approve the 2018 Joint Election Agreements and the Election Services Contract between Hockley County and Whitharral ISD.
- 8. Consider and take necessary action to review and approve the Interlocal Agreement for Joint Elections Administrator between Hockley County and Whitharral ISD.
- 9. Consider and take necessary action to vote in favor or in opposition to a request from the Levelland Zoning Board of Adjustments regarding the placement of an LED sign at 823 Houston, Levelland, Texas.
- 10. Consider and take necessary action to approve the Equipment Rental Agreement between Hockley County and Data-Line Office Systems for copier and printer equipment and maintenance.
- 11. Consider and take necessary action to approve the Agreement between Neustar and Hockley County regarding Website Domain Redelegation.
- 12. Consider and take necessary action to approve the County Child Welfare Services Non-Financial Agreement between Texas Department of Family and Protective Services (DFPS) and Hockley County.

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- 13. Consider and take necessary action to appoint board members to the Hockley County Child Welfare Board.
- 14. Consider and take necessary action to approve the trade-in of a 2013 John Deere 770G Motor Grader and the purchase a 2019 John Deere 770G Motor Grader from the Buy Board for use in Precinct 2.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: Narla Baldridge, 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 6th day of September, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 6th day of September, 2018.

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

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SPECIAL MEETING September 10th, 2018

Be it remembered that on this the 10th day of September A.D. 2018, 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 Baldridge	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

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court held on Monday, August 20, 2018 and on Tuesday September 4, 2018 be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve all monthly claims and bills submitted to the court and dated through September 10, 2018; be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her August 2018, Monthly approvals and denials request for public Assistance, as per report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of August 2018.

APPROVED APPLICANTS

<u>APPLICANT</u>	PHYSICAL ADDRESS	TOWN	REQUEST	AMOUNT
Ivy Soliz	701 MLK, #205	Levelland	Shelter	\$150.00
Kandra Scott	1306 - 12 th	Levelland	Electric	\$ 37.22
Vaughn Harris	226 Cherry, #28	Levelland	Shelter	\$150.00
Stephanie Mosley	808 Ave. H, #106	Levelland	Shelter	\$150.00
Latasha Hadnot	103 - 12 th St	Levelland	Shelter	\$150.00

DENIED APPLICANTS

	e below listed applicants following reasons:	have been denied their public assistance req	uest for one/more of						
		exceeds that of an indigent person, according issioners' Court of Hockley County, Texas.	to the						
	Applicant is in an all ad age or disability.	ult household in which no one is receiving So	cial Security due to						
	Not all money received was reported by housel	by household, either income, available funds nold.	or contribution,						
	Conflict of information r	egarding either household members or incon	ne received.						
\boxtimes	No emergency situation	exists as loss of job income was not due to	illness or layoff.						
	Other reason -								
AP	<u>PLICANT</u>	PHYSICAL ADDRESS	TOWN						
Rebecca Arredondo		1002 S. Alamo Rd., #302	Levelland						
	<u>P.</u>	AUPER CREMATION APPROVALS	3						

APPLICANT / DECEASED

PHYSICAL ADDRESS

CITY

AMOUNT

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Quarterly Treasurer's Report, as per Treasurer's 2^{nd} QTR. 2018 Financial Report recorded below.

TREASURER'S 2nd QTR. 2018 FINANCIAL REPORT

THE STATE OF TEXAS COUNTY OF HOCKLEY AFFIDAVIT

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

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

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)}

Section 14.026 (d) S

Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. \$112,945.69 Months' Interest Earned

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

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy.

The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

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

Filed with accompanying vouchers this the 10 day of 80 ± 20

Denise Bohannon, Treasurer, Hockley County

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

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

Shirley Penner, Auditor, Hockley County / Date

Sharla Baldridge, County Judge

Curtis Thrash, Comm. Pct. #1

Whitey Barnett, Comm. Pct. #3

Tommy Clevenger, Comm. Pct. #4

美数 洗 拣店。

Jannifer Palermo, County Clerk

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

SECTION 1 - Cash Flow

Pages 1-5 Combined Statement of Cash Receipts and Disbursements

Includes Interest and Bank Service Charge

Page 6-8 Bank Collateral

Pledged Securities the Banks have pledged on behalf of Hockley County

Page 9 Bond Indebtedness – Mallet Event Center **

Page 10 Certificates of Deposit

SECTION 2 - Investments Long Term

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

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

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

GRAND TOTAL:	ACCOUNT NAME	09/06/2018 13:27
T.S.		COMBINED STATEMENT OF CASH RECEIPTS AND DISSURGEMENTS FROM RENTH
23, 261, 665, 31	BEGINNING CASH BALANCE	CASH KECELFIS A
23, 261, 665, 31 13, 154, 707, 81 15, 164, 968, 62-	CASH RECEIPTS	THE CINEDACORDIO ONE
15, 164, 968.62	CASH DISBURSEMENTS	
21,251,404.50	ENDING CASH BALANCE	

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2018 098 CLEARING FUND CASH FUND TOTALS	2018 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	2018 095 D A RESTITUTION FUND CASH/ASB FUND TOTALS	2018 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	2018 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	2018 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	2018 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	2018 090 JUVENILE PROBATION FUND CASH/AIM ACCOUNTS RECEIVABLE FUND TOTALS	2018 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	2018 088 PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	2018 087 HC JUVENILE PROBATION FEES CASH/AIM FUND TOTALS	2018 085 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	2018 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	2018 083 CA THEFT OF SERVICE CASH FUND TOTALS	ACCOUNT NAME
.09	115,745.45 115,745.45	5,266.68 5,266.68	26,804.72 26,804.72	4,735.94 4,735.94	103,033.70	32,487.91 32,487.91	62,297.28 97.75- 62,199.53	31,702.45 31,702.45	2,130.93 2,130.93	15,429.50 15,429.50	11,011.73 11,011.73	1,912.03 1,912.03	5,390.16 5,390.16	BEGINNING CASH BALANCE
3,592,540.07 3,592,540.07	4,352.04 4,352.04	279.76 279.76	2,533.99 2,533.99	26,30 26,30	103,662.95 103,662.95	3,682.02 3,682.02	56,811.27 .00 56,811.27	2,925.09 2,925.09	883,350.25 883,350.25	497.18 497.18	61.18 61.18	10.61	5,126.10 5,126.10	CASH RECEIPTS
3,592,540.07- 3,592,540.07-	709.99- 709.99-	. 00	538.98- 538.98-	- 00	82,426.08- 82,426.08-	413.50- 413.50-	54,115.88- .00 54,115.88-	. 00	883,171.75- 883,171.75-	- 00	220.00- 220.00-	- 00	4,895.33- 4,895.33-	CASH DISBURSEMENTS
.09	119,387.50 119,387.50	5,546.44 5,546.44	28,799.73 28,799.73	4,762.24 4,762.24	124,270.57 124,270.57	35,756.43 35,756.43	64,992.67 97.75- 64,894.92	34,627.54 34,627.54	2,309.43 2,309.43	15,926.68 15,926.68	10,852.91 10,852.91	1,922.64	5,620.93 5,620.93	ENDING CASH BALANCE

TO JUNE

2018 082 DA FORFEITURE FUND CASH FUND TOTALS	2018 081 DA TRUST ACCOUNT CASH/AIM FUND TOTALS	2018 080 FM & LR FUND CASSH/AIM FUND TOTALS	2018 079 DA FEDERAL FORFEITED FUNDS CASH FUND TOTALS	2018 072 MALLET OPERATING FUND CASH/AIM FUND TOTALS	2018 071 HOCKLEY CO ROAD BOND FUND CASH/AIM TDOA/ASB FUND TOTALS	2018 070 PERMANENT IMPROVEMENT FUND CASH/ASB FUND TOTALS	2018 065 MPEC INTEREST & SINKING FUND CASH BUSINESS ELITE SAVINGS ACCT TDOA - INVESTMENT BALANCE FUND TOTALS	2018 060 I&S FUND: '88 HOSPITAL BOND CASH/ASB TODA - CD BALANCE FUND TOTALS	2018 057 SO DONATIONS FUND CASH/ASB FUND TOTALS	2018 056 SHERIFF FEE ACCOUNT CASH FUND TOTALS	2018 055 JUSTICE OF PEACE #5 CASH FUND TOTALS	2018 054 JUSTICE OF PEACE #4 CASH FUND TOTALS	ACCOUNT NAME FUND TOTALS
18,561.03 18,561.03	11,312.38 11,312.38	4,606.41 4,606.41	22,672.45 22,672.45	399,652.65 399,652.65	21,753.57 .00 21,753.57	1,073,605,59 1,073,605.59	131,300.77 131,300.77	430.59 37,728.69 38,159.28	2,190.88 2,190.88	1.50 1.50	30,993.82 30,993.82	2,858.05 2,858.05	BEGINNING CASH BALANCE 1,737.26
3,990.87 3,990.87	24,145.13 24,145.13	25.57 25.57	123.18 123.18	88,924.44 88,924.44	120.89 .00 120.89	5,513.99 5,513.99	1,928.00 1,928.00 1,928.00	86.63 .00 86.63	37.17 37.17	. 00	79,798.82 79,798.82	8,252.74 8,252.74	CASH RECEIPTS 2,813.80
4,104.82- 4,104.82-	26,601.97- 26,601.97-	.00	207.72- 207.72-	271,448.68- 271,448.68-	.000	242,667.00- 242,667.00-	.00	.00	17.99- 17.99-	.00	93,161 <u>37</u> - 93,161 <u>37</u> -	8,230 <u>.64</u> - 8,230.64-	CASH DISBURSEMENTS 3,980.20-
18,447.08 18,447.08	8,855.54 8,855.54	4,631.98 4,631.98	22,587.91 22,587.91	217,128.41 217,128.41	21,874.46 21,874.46	836,452.58 836,452.58	133,228.77 133,228.77	517.22 37,728.69 38,245.91	2,210.06 2,210.06	1.50	17,631.27 17,631.27	2,880.15 2,880.15	ENDING CASH BALANCE 570.86

18,003.30 18,003.30 192,870.17 192,870.17 192,870.17 192,870.17 25,370.01 16,969.85 16,969.85 16,969.85 16,969.85 164,969.85 64,909.42 64,909.42 54,885.02 54,885.02 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71	ACCOUNT NAME AUDIT CASH ON HAND. FUND TOTALS
	BEGINNING CASH BALANCE .00 31,544.88
1,026.99 1,792.37 1,792.37 1,792.37 1,792.37 1,792.37 1,792.37 1,826.88 1,826.88 1,826.88 1,826.88 1,826.88 1,826.88 1,826.88 1,826.88 1,826.88 2,560.09 4,049.10 4,049.10 4,049.10 0,000.00 91,304.00 91,304.00 91,304.00 91,304.00 21,422.80 21,422.80	CASH RECEIPTS .00 22,880.88
1,510.61 1,510.61 48,798.66 48,798.66 .00 .00 .00 .00 .00 .00 .00	CASH DISBURSEMENTS .00 17,189.49-
17,519.68 17,519.68 145,863.88 145,863.88 145,863.88 145,863.88 145,863.88 145,863.88 145,863.88 147,902.50 18,435.01 18,435.01 18,435.01 18,435.01 18,435.01 18,435.01 18,435.01 18,435.01 213,924.71 213,924.71 213,924.71 213,924.71 213,924.71 213,924.71 213,924.71 213,924.71 213,924.71 213,924.71 213,924.71 21,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 4,034.71 6,263.20 6,263.20 6,263.20	ENDING CASH BALANCE .00 37,236.27

3/06/2010 :5:2/ COMBINED STATEMENT C	E CHOST WECE TE TO THE	NO DESCRIPTIONS	T I COLL TREETHER TO	0 1111	
ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE	
2018 010 GENERAL FUND CASH/AIM AUDIT CASH ON HAND TDOA/CD/ASB FUND TOTALS	3,493,632.31 .00 .00 3,493,632.31	546,033.00 .00 .00 546,033.00	1,942,843.14- .00 .00 1,942,843.14-	2,096,822.17 .00 .00 2,096,822.17	
2018 011 AD VALOREM TAX ACCOUNT CASH/AIM CASH/TO AD VAL EXCESS CASH/BE SAVINGS TDOA - CD/AIM BANK TDOA - CD/ PLAT FUND TOTALS	37,626.64 9,657,977.74 0,039,981.70 13,735,586.08	205.41 304,194.20 5,036,057.54 5,340,457.15	5,760,066.72- .00 .00 .00 .00	37,832.05 4,202,105.22 .00 9,076,039.24 .00 13,315,976.51	
2018 012 OFFICERS SALARY FUND CASH/AIM AUDIT CASH ON HAND FUND TOTALS	895,336.52 .00 895,336.52	1,162,584.53 .00 1,162,584.53	1,208,757.19- .00 1,208,757.19-	849,163.86 849,163.86	
2018 013 AUTO REGISTRATION FUND CASH/AIM FUND TOTALS	298,890.44 298,690.44	92,038.84 92,038.84	.00	390,929.28 390,929.28	
2018 014 INDIGENT HEALTH CARE FUND CASH/AIM FUND TOTALS	88,167.49 88,167.49	100,527.72 100,527.72	38,864.30- 38,864.30-	149,830.91 149,830.91	
2018 016 HOCKLEY COUNTY: LEOSE FUND CASH/AIM FUND TOTALS	29,227.41 29,227.41	155.90 155.90	2,676.75- 2,676.75-	26,706.56 26,706.56	
2018 017 JURY FUND CASH/AIM AUDIT CASH ON HAND FUND TOTALS	210,212.96 .00 210,212.96	8,301.76 .00 8,301.76	99,303.55- 00 99,303.55-	119,211.17 .00 119,211.17	

2018 023 ROAD & BRIDGE #3 CASH/ASB CASH/LATRD3 FUND TOTALS

576,015.94 73,359.59 649,375.53

15,269.52 __00 15,269.52

125,572.74-.00 125,572.74-

465,712.72 73,359.59 539,072.31

2018 025 ROAD & BRIDGE #5 CASH/AIM 2018 024 ROAD & BRIDGE #4
CASH/ASB
CASH/LATRD4
FUND TOTALS

405,130.98 57,906.19 463,037.17

2,316.07 .00 2,316.07

133,656.75-

273,790.30 57,906.19 331,696.49

31,544.88

22,880.88

17,189.49-

37,236.27

2018 022 ROAD & BRIDGE #2
CASH/AIM
CASH/LATRD2/AIM
FUND TOTALS

146,558.05 112,572.66 259,130.71

533,422.00 .00 533,422.00

130,087.14-.00 130,087.14-

549,892.91 112,572.66 662,465.57 2018 021 ROAD & BRIDGE #1
CASH/AIM
CASH/LAT1 AIM
FUND TOTALS

210,151.99 58,804.90 268,956.89

255,701.87 .00 255,701.87

262,832.72-.00 262,832.72-

203,021.14 58,804.90 261,826.04

	tiolio P	:
	redged	
	Securit	
	ties	

UTTEFIELD, TX					As-of: 04/30/2018 2AIM 1018373
Sec ID Loc 7 Ticket	Security Description Line 1 Security Description Line 2	Safekéeping Agent Rate Maturfy Grp	Original Face S & P Par/Cutr Face Moody	Priced Pledged	Book Value Market Value
PLEDGED TO: hockc	*HOCKLEY COUNTY				
3128MMSZ7	FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK	4,800,000.00	04/25/2018	2.411.514.06
TIB 164040305	officials (Charles Silver), the first injure section by the property of the section of the charles section to	3.5 12/01/2029 305	2,340,130.90	03/25/2015	2,372,598.88
JIJZJ4HCB	HHLMC #G30926	INDEPENDENT BANK	3,500,000:00	04/25/2018	2 742 727 99
3132KF3F7	FHI MC #V61698	THE INDEDENDENT BANKEDSBANK	2,616,520.52	2/01/2016	2,634,642.10
TIB 163005948		3 07/01/2032 305	4 683 446 55	12/22/2017	4,792,007.02
3162LMBZ8 🔅 📑 🚎	FHLMC #K91056	THE INDEPENDENT BANKERSBANK		04/25/2018	07.05.12.05.00
TIB 164046120		3.5	4.111.700.19	07/12/2017	4 152 886 15
8E4Y	FNMA #AK0706	THE INDEPENDENT BANKERSBANK	2,222,500.00	04/25/2018	498.236.23
TIB 164028308			471,608.19		477,271,28
3138E4YC9	FNMA #AK0706	THE INDERENDENT BANKERSBANK	3/250,000,00	04/25/2018	728,412.80
1B 164028413 d		3.5 02/01/2027 305	689,640,77	01/30/2013	697,922.00
SE CO	FNMA #AL0519	THE INDEPENDENT BANKERSBANK	2,500,000.00	04/25/2018	645,520.02
10402450/		4 03/01/2026 305		5/22/2012	632,099.71
TIB 163004104	F. NMA F. OOL #BC0128	I THE INCHANGEN BANKER SBANK	1,500,000,00	04/25/2018	1,137,360.86
1410LT69	FNMA #890773	THE INDEPENDENT BANKERSBANK	3.000.000.00	04/25/2018	2613 174 74 2613 174 74
TIB 204074493		3 09/01/2036 305	2,594,672.52		2,537,168,32
31418AF78	FNMA#MA1089	THE INDEPENDENT BANKERSBANK	2:850:000:00		994,537.06
IB 16402/935		4 06/01/2032 305	922,950.21	01/30/2013	951,607,86
31419AY35	FNMA POOL AE0729	\sim	2,100,000.00	04/25/2018	
1640Z4UZ5			469,672.67	05/22/2012	482,444.96
O (4 (AVI) OA	FNWA #AE8224	THE INDEPENDENT BANKERSBANK	6,000,000,00	04/25/2018	2,137,179,91
7288741 G1	PI FASANTON TX ISD BO	THE INDEPENDENT BANKEBSBANK	2,026,774,14	08/14/2017	2,074,198,20
TIB 204064655	60	3 08/15/2021 400	330.000.00	08/10/2016	340 550 10
3136A72D3	FNA 2012-NI9-A2	THE INDEPENDENT BANKERSBANK	1.742,000.00	04/25/2018	1,619,337,27
B 158017617	大学 ないない かんかい かんしゅう はいかん ないかん かんしゅう かんかん かんかん かんかん かんかん かんかん かんかん かんかん かん	2.482 04/25/2022 800	1,579,431.00	08/10/2016	1,546,386.78
3137B3NA2	FHMS K030 A2 ARM	INDEPEN	2,000,000.00	04/25/2018	2,080,960.62
B 163005813	いめいしい プレン かくばく でばん はっしい おまさい マイ・ファイン こうしゅう こうじょう こうじゅう しゅうしゅう おおない ないない アンカー・コード・ファイン・ファイン・ファイン・ファイン・ファイン・ファイン・ファイン・ファイン	3.25 04/25/2023 800	2,000,000.00 Aaa	01/29/2018	2,012,493.00
3137B4GY6	FHMS K032,A2:ARM	THE INDEPENDENT BANKERSBANK		04/25/2018	2,981,585.00
IB 163005814	以 一個的原於人物所有於在於此次不知不可以	3.31 05/25/2023 800	2.860.000.00	12/22/2017	2,883,259,24

Trusted.

Partner:

04/26/2018

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Security Description:Line Safekeeping Agent Security Description:Line Rate Malurity Grp Pai/Gurr Face Moody Picad		2 860 000 00	3.31 05/25/2023 800	から、明明はないのとというとは、大学は大学の語の	B 163005814
Security Description_Line Sidekesping Agent Security Description_Line Sidekesping Agent Security Description_Line Sidekesping Agent			THE INDEPENDENT BANKERSBANK	FHMS K032 A2 ARM	3137B4GY6
Security Description:Line Safekeeping/Agent Safekeeping/Agen			04/25/2023		B 163005813
Security-Description-Line*1 Safekeeping Agent Security-Description-Line*2 Rate Safekeeping Agent Security-Description-Line*2 Rate Safekeeping Agent Security-Description-Line*2 Rate Safekeeping Agent Security-Description-Line*2 Rate Safekeeping Agent Security-Description-Line*2 Pariour Fase Moody Pacad 14			THE INDEPENDENT BANKERSBANK	FHMS K030 A2 ARM	3137B3NA2
Security Description: Line Safekeeping Agent Safekeeping Agent Safekeeping Lipe Rate Safekeeping Agent Safekeepi			2.482 04/25/2022 800	1000年代中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国	TIB 158017617 · ::
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AIM BANK	Last: 04/30/201				AIM BANK

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

Page 12 of 39 05/25/2018



Partner.

Priced Book Value	2AIM 1018373	As-of: 06/30/2018	Last: 05/31/2018	InTrader (pledged)	
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06/26/2018			The state of the s	
	2,860,000.00	THE INDEPENDENT BANKERSBANK	HIMS KU32 AZ AKM	313/B4G76
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08/10/2016	330,000.00	3 08/15/2021 400	60	TIB 204064655
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08/14/2017	1,986;863.70	12/01/2040 305		TIB 204076176
06/26/2018	6,000,000.00	THE INDEPENDENT BANKERSBANK	FNMA #AE8224	31419KD69
05/22/2012	445,902.85	4 01/01/2026 305		TIB 164024025
06/26/2018	2,100,000.00	THE INDEPENDENT BANKERSBANK	FNMA POOL AE0729	31419AY35
01/30/2013	885,501.73	4 06/01/2032 305		TIB 164027935
06/26/2018	2,850,000.00	THE INDEPENDENT BANKERSBANK	FNMA#MA1089	
03/21/2017	2,536,206.48	3 09/01/2036 305		TIB 204074493
06/26/2018	3,000,000.00	THE INDEPENDENT BANKERSBANK	FNMA #890773	31410LT69
03/28/2016	1,073,810.34	3 12/01/2030 305		TIB 163004104
06/26/2018	1,500,000.00	THE INDEPENDENT BANKERSBANK	FNMA POOL #BC0128	3140EUEA3
05/22/2012	579,110.03	4 03/01/2026 305		TIB 164024507
06/26/2018	2,500,000.00	THE INDEPENDENT BANKERSBANK	FNMA #AL0519	BEG
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06/26/2018	5,000,000.00	THE INDEPENDENT BANKERSBANK	FHLMC #V61698	3132KF3F7
12/01/2016	2,553,426.23	3.5 04/01/2036 305	· · · · · · · · · · · · · · · · · · ·	TIB 163004717
06/26/2018	3,500,000.00	THE INDEPENDENT BANKERSBANK	FHLMC #G30926	3132J4HC6
03/25/2015	2,238,995.47	3.5 12/01/2029 305		TIB 164040305
06/26/2018	4,800,000.00	THE INDEPENDENT BANKERSBANK	FHLMC GOLD G18535	3128MMSZ7
			*HOCKLEY COUNTY	PLEDGED TO: hockc

The information contained herein; while believed to be reliable, is not guaranteed.

For assistance please contact TIB Investment Portfolio (866) 308-4842.

06/26/2018 Page 12 of 39



HOCKLEY COUNTY Mallet Event Center and Arena \$14,515.000 - Bond Issue - 10 Year Repayment Fund 065, Series 2009 3.04%

	Previous Balance	Principal Payment	Interest Payment	Current Balance
FYE	Outstanding	Due	Due	Outstanding
2010	\$17,636,079.00	\$1,185,000.00	\$312,878.88	
PD	24 N. S.	17	te co	\$15,871,600.00
2011	\$15,871,600.00	\$1,255,000.00	\$508,100.00	
PD		1		\$14,108,500.00
2012	\$14,108,500.00	\$1,305,000.00	\$456,900.00	
PD				\$12,346,600.00
2013	\$12,346,600.00	\$1,360,000.00	\$403,600.00	Pr PrA
PD				\$10,583,000.00
2014	\$10,583,000.00	\$1,415,000.00	\$348,100.00	
PD				\$8,819,900.00
2015	\$8,819,900.00	\$1,475,000.00	\$290,300.00	19
PD			87 JA (1886)	\$7,054,600.00
2016	\$7,054,600.00	\$1,535,000.00	\$230,100.00	10. 1 12.
PD				\$5,289,500.00
2017	\$5,289,500.00	\$1,595,000.00	\$167,500.00	Avi Ja
PD				\$3,527,000.00
2018	\$3,527,000.00	\$1,660,000.00	\$102,400.00	þ
PD	(Sec.			\$1,764,600.00
2019	\$1,764,600.00	\$1,730,000.00	\$34,600.00	
	TP V P A A L	849		\$0.00

^{*}Principal Payments Due Annually

^{**}Interest Payments are Due Semiannually

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

		Certificates of Deposit	sit		<i>J</i>			
	Purchase Date	Account	Bank	Beginning Amount	Maturity Date	APR	Interest Paid	Month's Interest Earned
APR	11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21	\$36,481.21 11/28/2018	0.88%	Monthly	\$29.17
MAY	11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/2018	0.88%	Monthly	\$28.25
JUNE	11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/2018	%88.0	Monthly	\$29.21
APR	2/14/2017	011-AdValorem	Aim	4,000,000.00	2/14/2019	1.89%	Monthly	\$6,485.00
MAY	2/14/2017	011-AdValorem	Aim	4,000,000.00	2/14/2019	1.89%	Monthly	\$6,285.88
JUNE	2/14/2017	011-AdValorem	Aim	4,000,000.00	2/14/2019	1.89%	Monthly	\$6,505.50
MAY	5/11/2018	011-AdValorem	Aim	5,000,000.00	10/12/2018	2.04%	Monthly	\$8,104,11
JUNE	5/11/2018	011-AdValorem	Aim	5,000,000.00	10/12/2018	2.04%	Monthly	\$8,677.05

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Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Resolution Authorizing County Grant in the amount of Nine Hundred Thirty Seven Dollars and Fifty Cents (\$ 937.50) to Hockley County Senior Citizens for the Home Delivered Meal Grant Program. As per Resolution Authorizing County Grant recorded below.



TEXAS DEPARTMENT OF AGRICULTURE TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2019

A resolution of the County of Hockley (County) Texas certifying that the county has made a grant to Hockley County Senor Citizens Association, Inc., (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

OMHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing homedelivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

OMHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

OMHEREAS, the County recognizes Ashley Scifres, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$937.50 to be used between the:

10 of August 2018 and the 10 of August 2019

Day

Month Ye

Day

Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 10th day of September, 2018

Signature of Authorized Official of the County

Sharla Baldridge, Hockley County Judge

Typed Name and Title

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court

approve the tax refund in the amount of Eight Hundred Thirty Eight Dollars and Sixty Seven Cents (\$838.67) to Jean Brooks

approve the tax refund in the amount of Five Hundred Ninety Six Dollars and Twenty Six Cents (\$596.26) to Luis Castellanos

approve the tax refund in the amount of Five Hundred Ninety One Dollars and Fifty Three Cents (\$591.53) to Luis R castellanos & Rosa Salido

approve the tax refund in the amount of Six Hundred Fourteen Dollars and Fifty Eight Cents (\$614.58) to James Kyle Cavitt & Kimberly Ann

approve the tax refund in the amount of Five Hundred Five Dollars and Sixty Eight Cents (\$505.68) to Timothy P & Audra B Cochran

approve the tax refund in the amount of Five Hundred Seven Dollars and Twenty Three Cents (\$507.23) to Timothy Cochran

approve the tax refund in the amount of Six Hundred Nineteen Dollars and Thirteen Cents (\$619.13) to Jean L & Stanley Demerritt

approve the tax refund in the amount of Five Hundred Eighty Five Dollars and Fifty Nine Cents (\$581.59) to Garry & Carolyn Elston

approve the tax refund in the amount of Six Hundred Twenty One Dollars and Seventy Cents (\$621.70) to Garry & Carolyn Elston

approve the tax refund in the amount of Seven Hundred Sixty Two Dollars and Fifty Four Cents (\$762.54) to David Michael & Margaret G Freeman

approve the tax refund in the amount of Five Hundred Seventy Dollars and Seven Cents (\$570.07) to Jimmy & Lorna Gleason

approve the tax refund in the amount of Five Hundred Forty Four Dollars and Eight Cents (\$544.08) to Crystal Gomez

approve the tax refund in the amount of Five Hundred Twenty Four Dollars and Fifty Cents (\$524.50) to Crystal Gomez

approve the tax refund in the amount of Six Hundred Twenty Six Dollars and Forty Five Cents (\$626.45) to Scott & Sherri Prothro

approve the tax refund in the amount of Six Hundred One Dollars and Seventeen Cents (\$601.17) to Joshua Taylor

approve the tax refund in the amount of Five Hundred Ninety Dollars and Thirty Nine Cents (\$590.39) to Martin Torrez

approve the tax refund in the amount of Five Hundred Eighty Five Dollars and Ninety Eight Cents (\$585.98) to Martin R & Mary Torrez

approve the tax refund in the amount of Eight Hundred Fifty Five Dollars and Twenty Nine Cents (\$855.29) to Brandi Webb

approve the tax refund in the amount of One Thousand and One Dollars and Six Cents (\$1,001.06) to Brandi Webb

approve the tax refund in the amount of Six Hundred Twenty Two Dollars and Ten Cents (\$622.10) to Chasity Willson

HOCKLEY COUNTY

624 AVENUE H, SUITE 101 LEVELLAND, TX 79336-3706 (806)894-4938



AIMBANK LEVELLAND, TEXAS 88-2106/1113

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09/07/2018

\$838.67

AMOUNT

PAY TO THE ORDER OF

*******838

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AUTHORIZED SIGNATURE

BROOKS JEAN 3236 QUAIL RD

LUBBOCK, TX 79407-3016

NO 17916 NO 12111321063 NO

659746

REFERENCE CONTRACTOR SUP

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17916

BROOKS JEAN SSM REF R2

09/07/2018

SSM 01 R28414 R28414 REF

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50 REF R28414 00969 60 REF R28414 00969 **SEE ADDITIONAL COMMENTS** 2017005063 *REFUND DUE TO AN ASSESSMENT CORRECTION*

HOCKLEY COUNTY TAX ACCOUNT



HOCKLEY COUNTY

624 AVENUE H, SUITE 101 LEVELLAND, TX 79336-3706 (806)894-4938



DATE

AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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HOCKLEY COUNTY TAX ACCOUNT





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09/07/2018

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502 POPLAR STREET

LEVELLAND, TX 79336-5728

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JAMES KYLE & KIMBERLY ANN

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HOCKLEY COUNTY TAX ACCOUNT





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AIMBANK LEVELLAND, TEXAS 88-2106/1113

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HOCKLEY COUNTY TAX ACCOUNT





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HOCKLEY COUNTY TAX ACCOUNT





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HOCKLEY COUNTY TAX ACCOUNT





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PRIOR YEAR REFUND 60 REF R75898 PRIOR YEAR REFUND 2016054967 *REFUND DUE TO AN ASSESSMENT CORRECTION*

HOCKLEY COUNTY TAX ACCOUNT





DATE

DOLLARS

AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

\$621.70

AMOUNT

PAY TO THE ORDER OF

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STON GARRY & CAROLYN O BOX 57 ELSTON

TX 79380-0057 WHITHARRAL

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HOCKLEY COUNTY TAX ACCOUNT



HOCKLEY COUNTY

624 AVENUE H, SUITE 101 LEVELLAND, TX 79336-3706 (806)894-4938



AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

\$762.54

AMOUNT

PAY TO THE ORDER OF

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DOLLARS

DATE

DAVID MICHAEL & MARGARET G

FREEMAN PO BOX

TX 79313-0037 ANTON,

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AUTHORIZED SIGNATURE

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HOCKLEY COUNTY TAX ACCOUNT





DATE

DOLLARS

AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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PAY TO THE ORDER OF

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GLEASON JIMMY & LORNA 4931 E STATE RD 114

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HOCKLEY COUNTY TAX ACCOUNT



HOCKLEY COUNTY

624 AVENUE H, SUITE 101 LEVELLAND, TX 79336-3706 (806)894-4938



DATE

DOLLARS

AIMBANK LEVELLAND, TEXAS 88-2106/1113

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09/07/2018

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AMOUNT

PAY TO THE ORDER OF

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PRIOR YEAR REFUND 2016054970
REFUND DUE TO AN ASSESSMENT CORRECTION

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HOCKLEY COUNTY TAX ACCOUNT



HOCKLEY COUNTY

624 AVENUE H, SUITE 101 LEVELLAND, TX 79336-3706 (806)894-4938



DATE

DOLLARS

AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

\$524.50

AMOUNT

PAY TO THE ORDER OF

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GOMEZ CRYSTAL 1908 AVENUE H

LEVELLAND, TX 79336-6602

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HOCKLEY COUNTY TAX ACCOUNT





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AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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PAY TO THE ORDER OF

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TAX ACCOUNT

AUTHORIZED SIGNATURE

PROTHRO SCOTT & 2112 LONGHORN DR SHERRI

LEVELLAND, TX 79336-7009

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HOCKLEY COUNTY TAX ACCOUNT





AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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PAY TO THE ORDER OF

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DOLLARS

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AUTHORIZED SIGNATURE

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LEVELLAND, TX 79336

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HOCKLEY COUNTY TAX ACCOUNT





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AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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TORREZ MARTIN

5 N DENVER

LEVELLAND, TX 79336

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HOCKLEY COUNTY TAX ACCOUNT





DATE

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AIMBANK LEVELLAND, TEXAS 88-2106/1113

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09/07/2018

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PAY TO THE ORDER OF

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& MARY

TORREZ MARTIN 815 N DENVER

LEVELLAND, TX 79336

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HOCKLEY COUNTY TAX ACCOUNT





DATE

DOLLARS

AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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AMOUNT

PAY TO THE ORDER OF

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WEBB BRANDI

PO BOX 563

79372-0563 SUNDOWN, TX

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HOCKLEY COUNTY TAX ACCOUNT





DATE

AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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REFUND DUE TO AN ASSESSMENT CORRECTION

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HOCKLEY COUNTY TAX ACCOUNT

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AIMBANK LEVELLAND, TEXAS 88-2106/1113

09/07/2018

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PAY TO THE ORDER OF

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TX 79336 LEVELLAND,

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HOCKLEY COUNTY TAX ACCOUNT



Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the 2018 Joint Election Agreements and the Election Services Contract between Hockley County and Whitharral ISD. As per 2018 Joint Election Agreement recorded below.

2018 JOINT ELECTION AGREEMENT

Between the County of Hockley and Whitharral ISD

AND

ELECTION SERVICES CONTRACT

Between the County Joint Election Administrator And the Political Subdivisions Listed Above Respectively

WHEREAS	Texas Election Code Chapter 271, Joint Elections, authorizes two or more political
	subdivisions to hold their elections jointly in the election precincts that can be served by
	common polling places if the elections are to be held on the same day in all or part of the
	same territory; and

WHEREAS The Whitharral Independent School District "WISD" shall hold their respective general elections on Tuesday, November 6, 2018.

WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Tuesday, November 6, 2018 for the conduct and supervision of; and

WHEREAS The WISD (also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and

WHEREAS The WISD find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the WISD and will facilitate the orderly conduct of the elections; and

THEREFORE, The WISD agrees as follows:

The Hockley County Voter Registration/Elections Department (VR/ED), under the direction of the Joint Election Administrator, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

- 1. <u>Uniform Election Date</u>. Joint elections shall be held November 6, 2018 unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to receive an administrative fee of \$75.00 [Section 31.l00(d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.
- 2. <u>Voting Equipment</u>. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them *(or arrange to have them transported)* to and from the early voting location(s) and the Election Day polling place(s).

3. <u>Election Supplies.</u> The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. Each entity shall use a single ballot specific to the entity containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

4. Election Notices and other Pre-Election Matters.

- a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
- b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.

5. Election Judges, Clerks, and other Election Information.

- a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.
- b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$10 per hour and each clerk \$9 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and

supplies to the Hockley County Election Office on Election Night. Election judges and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271,006 of the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the Hockley County Election Office and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- c. The Early Voting Clerk may appoint up to eight (8) additional clerks for early voting by personal appearance.

d. Early voting will be conducted at the following location:

Location:

Hockley County Election Office

911 Austin St. Levelland, Texas

Dates:

October 22, 2018-November 2, 2018 Monday thru Friday

Hours:

9:00am-5:00pm

e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for their eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$9 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

7. Election Day.

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

8. Return of Elections.

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via a "media report/"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Election Office located at 911 Austin St., Levelland, Texas.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Election Office, to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.

- e: The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on November 15, 2018.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of Texas Election Code.

NEW LAW- Effective September 1, 2011, House Bill 2817 (82 (R) Legislative Session) amends the preservation period to provide that the new preservation period for non-federal elections is six months after Election Day.

- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the VR/ED will maintain the records until final resolution or until final judgment whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

10. Election Expenses

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share the cost of all election personnel (excluding the Contracting Officer). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with the delivery of equipment and supplies and election workers at the central counting station, etc. On Election Day, only the political subdivisions sharing the polling location will equally share the personnel cost. Any

hours worked over forty (40) hours per week by the full-time employees of the VR/ED (shall be monitored and authorized by the Joint Election Administrator) beginning the Friday immediately before early voting begins and concluding the Friday following election day, due to the complexity of the elections, will be paid at one and one half (1 1/2) times his/her regular rate and will be a shared cost by all participating authorities.

d. The participating authorities mutually agree to provide the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Express Vote. One accessible voting system, the ES&S will be provided at each poll location. Early voting equipment will be shared by participating entities.

e. The participating authorities mutually agree to pay Hockley County within thirty (30) days of receipt of the invoice.

11. Waiver of Damages

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials assigned herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials assigned herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its' respective election and if, the county and/or the elected officials assigned herein or any of their employees or agents is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials assigned herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract.

SIGNED AND ENTERED Into this joint agreement the loth day of Syptom originals.

HOCKLEY COUNTY

Cheryl Smart, Joint Elections

Administrator

WISD

Ed Sharp/Superintendent

Note: the signature page has been modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies for a total of three original contracts signed in triplicate.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Interlocal Agreement for Joint Elections Administrator between Hockley County and Whitharral ISD. As per 2018 Interlocal Agreement recorded below.

2018 INTERLOCAL AGREEMENT FOR JOINT ELECTIONS ADMINISTRATOR

This agreement is entered into by and between HOCKLEY COUNTY and WHITHARRAL ISD, acting by and through their governing body.

WHEREAS, the Joint Elections Commission has employed and will supervise a Joint Elections Administrator; and

WHEREAS, said Joint Elections Administrator is funded by Hockley County; and

WHEREAS, the aforementioned political subdivision, located in Hockley County, agrees to pay an amount set out herein below, listed in Exhibit A, to the purpose of conducting elections within their respective district.

NOW, THEREFORE, the political subdivision name above does contract And agree as follows:

- 1. Hockley County agrees to budget \$79,896 towards the operating cost of the Joint Elections Administrators office.
- 2. The political subdivision agrees to pay Hockley County annual funds according to the schedule described in Exhibit A. The schedule is subject to annual Re-evaluation.
- 3. The political subdivision (except Hockley County)

 Further agrees to pay, in addition to the annual amount

 Described in Exhibit A. all expenses of each election

 held for its district including, but not limited to salaries, ballots,
 software programming, mileage, supplies and publications.

- a. The political subdivision will be responsible for the cost of supplies and workers used to conduct an election in their respective district. When possible and if supplies or workers are shared between political subdivisions the expense will be divided and prorated to each Political Subdivision by the Joint Elections Administrator.
- b. Election Judges and Clerks will be paid at a rate of \$8.00 per Hour. This expense will be paid by the political subdivision (s) holding the election.
- c. Each Election Judge will be paid a flat-rate fee of \$25.00 to ensure return of all supplies, booths, Express Vote machine and EA Pollbooks. This expense will be paid by the political subdivision(s) holding the election.
- *It is agreed by the Political subdivision that at all times and for all purposes hereunder, all elections judges, clerks and all other worker involved in elections are independent contractors and shall be construed so as to find any judge, clerk, or any other election personnel to not be an employee and/or agent of the county or the Political Subdivision, and all election personnel shall not be entitled to any of the rights, privileges, or benefits of County Employees except as otherwise may be stated herein nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision employee as determined by the policies of Hockley County or the Political Subdivision.
- 4. The County agrees to submit to the Political Subdivision for payment the election expenses within thirty (30) days of said election date.

- 5. The agreement shall be perpetual and continue year to year. If however Hockley County or any political subdivision wishes to terminate this agreement for the following budget year, they shall do so by July 1 of the current budget year.
- 6. All election functions for every signing Political Subdivision, including filing will be completed by the Joint Elections Administrator, per Texas Election Code, Sec. 31.164.

HOCKLEY COUNTY

SHARLA BALDRIDGE, County Judge

Date: 9-18-2018

ATTEST:

BY: Cheryl Smart

ATTORNEY APPROVAL

ANNA HORD, Hockley County Attorney

Executed and approved on the date as indicated

WHITHARRAL ISD

ATTEST:

TERRY MORRIS Notary Public, State of Texas Comm. Expires 04-12-2021 Notary ID 1230489-2

Exhibit A (Entities Financial Yearly Obligation)

WHITHARRAL ISD	\$250.00

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the request from the Levelland Zoning Board of Adjustments regarding the placement of an LED sign at 823 Houston, Levelland, Texas. As per Notice of Hearing Levelland Zoning Board of Adjustments.



August 22, 2018

Hockley County P O Box 3 Levelland, TX 79336

Public records show that you own property within 200' of the lot listed below.

NOTICE OF HEARING LEVELLAND ZONING BOARD OF ADJUSTMENTS

Notice is hereby given that the Levelland Zoning Board of Adjustments will hold a hearing on a **Variance** to Levelland Code of Ordinances, Article 9.500 of the City of Levelland, Section 9.408 and 9.516 to permit:

LEGAL: Lot: 7 & Lot 8 Blk: 18 Addition: OT (Lev)

ADDRESS: 823 Houston St.

Owner of the said property located in a **B-3** Zone of the City of Levelland Texas request the Levelland Zoning Board of Adjustment Hearing to consider a request to allow:

A 42' 10"t x 9' 5"w DF Blade LED sign standing 60' high to be built 13' from the front curb line and 13' from the side curb line.

Hearing to be held the 11th day of September, 2018 at 6:00 P.M. at the R.O. Dennis, Council Chambers, 1709 Ave. H for all property owners nearby the above location.

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY FILL OUT THIS FORM, SIGN IT AND MAIL BACK TO THE CITY OF LEVELLAND, PLANNING AND ZONING DEPARTMENT, P O BOX 1010, LEVELLAND TX 79336 ATLEAST TWO DAYS BEFORE THE MEETING.

AME: Cocket County	
DDRESS: (802) & huston St., Low Ward, TX	
EASON(S):	
GNATURE: Sharla Bildricks, Hockley County Judge	
you desire additional information about this request, please call Dina Gaona, Inspection	Dept.
(806) 568-5442 or (806) 894-0113.	

Building Permit and Inspection Department

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Equipment Rental Agreement between Hockley County and Data-Line Office Systems for copier and printer equipment and maintenance. As per Equipment Rental Lease Agreement recorded below.

Equipment Rental Agreement

Paramount Leasing | 40.19 34th Street | Lubbock, TX. 79410 **Customer Information:** Supplier Information: Supplier Name ("Supplier"): Customer's Full Legal Name ("You" and "Your"): Data-Line Office Systems County of Hockley Address: 4019 34th Street Address: 802 Houston Street, Suite 103 City/State/Zip Code: Lubbock TX, 79410 City/State/Zip Code: Levelland TX, 79336 County: Hockley Telephone Number: (806) 894-6070 Federal Tax ID#; Equipment Location (if different than address shown above): guipment information: M See Attached Equipment Schedule Equipment Make, Model & Serial Number Equipment Make, Model & Serial Number Quantity Term And Payment Information: Initial Term: 60 months Payment*: \$3,317,00 (*plus applicable taxes) Documentation/Processing Fee: \$75.00 Security Deposit: \$ Payment Period is "Monthly" unless otherwise noted here: 1st Payment. ☐ Last Payment 1st and Last Payments Advance Payment: (\$3,317.00) applied to: (You acknowledge and agreement that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only between You and the Supplier) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Faderal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. 1. EQUIPMENT RENTAL. You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment. 2. TERM; AUTONATIC RENEWAL. The term of this Agreement will begin on the date that it is accepted by Us or any later date that we designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). You shall notify Us in writing at least 60 days but not more than 120 days before the end of the Term (the "Notice Period") that You intend to return the Equipment at the end of such Term or; (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term"), and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within his Notice Period to the Term they You shall not the Term the You intend to return the Equipment at the end of the Term, then You shall return the Equipment pursuent to Section 12. This Agreement is non-cancelable for the full Term. 3. UNCONDITIONAL OBLIGATION. You agree that: (i) You selected the Equipment and the Supplier based on Your own judgment; (ii) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (ii) If You are a party to any maintenance, supplies or other contract with the Supplier, such contract is NOT part of this Agreement (even though We may, as a convenience to You and the Supplier, bill and collect monles owed by You to the Supplier); and (iv) If the Equipment is unsatisfactory or if the Supplier falls to provide any service or fulfill any other obligation to You, You shall continue to fully perform under this Agreement. 4. PAYMENTS. You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (I) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall have the payment to the paymen pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft. 5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the shability to use the Equipment. 6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Agreement is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to us the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2 County of Hockley DB Parmount Leasing ("We," "Us," "Our" and "Owner") Customer: (Identified above) Paramount DB 10/26/2018 Date: Authorized Signer Title: Print name: Title: 603-0196916-000-016

- 7. OWNERSHIP; USE AND MAINTENANCE. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").
- 6. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (I) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Owner or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance Proof must provide Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our Interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our promessing and related fees associated with the Other Insurance, and a finance charge of up to 18%, per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain,
- 9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. You acknowledge that neither We nor the Supplier are agents of any Assignee.
- 10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (f) for all coasts of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Agreement. If You so request, and We permit the early termination of this Agreement, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Agreement, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement may include a profit to Us and/or the Supplier.
- 11. DEPAULT; REMEDIES. You will be in default hereunder if; (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligations or unay now or hereafter owe to any affiliate of Us or any Assignee; and/or (4) You and/or any guaranhors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their reditors (or enter into a similar arrangement), (viii) file, or the Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their reditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptor, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the Equipment estimated by Us at the inception of this Agreem
- 12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Agreement, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Agreement, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in ancordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.
- 13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other courts having jurisdiction over You or Your assets, all at the sale election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be interfective only to the extent of such unenforceability without invalidating the remainder hereof.
- 14. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

Delivery & Acceptance Certificate

Paramoui	it Leasing 4019 34" Street Lubbock, 12. 794	110	
Title of lea	se, rental or other agreement:	(the *Agre	ement")
Lessee/R	enter/Customer: County of Hockley	("Custome	r")
	nder/Owner: Paramount Leasing	("Compan	r")
The Custor	ner named above hereby unconditionally represen	ts and certifies to Company, and agre	es, that:
otherwise tested by	constitutes collateral under the above-referenced	i Agreement, has been fully delivere	the "Goods") which have been leased or otherwise provided to Customer or d and installed at Customer's place of business, has been inspected and n, meets all of Customer's requirements and specifications, and is hereby
Quantity	Make or other description	Model name (if any)	Serial # (If any)
	See Equipment Schedule		
	<u> </u>		
	ditional page if necessary		
Customer	by Company or any third party. There is no "free	demonstration" or "test" period for the	
	omer has reviewed and understands all of the te ny reason.	rms of the Agreement, and Custome	r agrees that the Agreement cannot be revoked or cancelled or terminate
Number :	hereby directs Company to pay the vendor/suppl f applicable) and the date below if either is missi- lied or electronically transmitted signature may be	ng following the Customer's signature	hat (I) Company may insert the Agreement number (and Master Agreemer e below, and (ii) a facsimile or other copy of this document containing you s.
Instructi	on to Customer; Do NOT sign this Certificate	until ALL of the Goods have been	delivered, installed, inspected and tested to your satisfaction.
Custome	r (identified above):		, , , , , , , , , , , , , , , , , , ,
(By:)	harlo Kaldridge	(bate) 9 / 10 / 201	ORIGINAL
Print nam	THE ILL BUCHICLE	ittel County Judge	
Agreeme	int Number:		_

Master Agreement Number (if applicable):

Non-Appropriation Addendum

Financial Services 800 Walnut, 4th floor Des Moines, Iowa 50309	
Title of lease, rental or other agreement: Equipment Rental Agreement DB	(the *Agreement*)
Lessee/Renter/Customer: County of Hockley ("Custom	er")
Lessor/Lender/Owner: Paramount Leasing (Company)	
This Addendum (this "Addendum") is entered into by and between Customer and Col	npany. This Addendum shall be effective as of the effective date of the Agreement.
 INCORPORATION AND EFFECT. This Addendum is hereby made a part of, supplemented by the terms set forth herein, the provisions of the Agreement shall provision of this Addendum and any provision of the Agreement, the provision of this 	and incorporated into, the Agreement as though fully set forth therein. As modified or remain in full force and effect, provided that, in the event of a conflict between any Addendum shall control.
Addendum, to remit to Company all sums due and to become due under the Agreem pay all payments and other amounts due during Customer's current fiscal period; make all payments for the full term of the Agreement can be obtained; and (d) Cust which payments due under the Agreement may be made, including making provisi submitted and adopted in accordance with applicable faw. If Customer's governing to become due under the Agreement in Customer's next fiscal period ("Non-Approprise Agreement will terminate as of the last day of the fiscal period for which appursuant to the terms of the Agreement, Customer's obligations under the Agreeme in contravention of any applicable constitutional or statutory limitations or requirement constitute a pledge of Customer's general tax revenues, funds or monies. Custom power and authority under applicable taw to enter into the Agreement and this Adoptingations hereunder and thereunder, (b) Customer has duly authorized the execut governing body and has obtained such other authorizations, consents and/or approvinter requirements have been met, and procedures have occurred, to render the respective terms, and (d) Customer has complied with all public bidding requirement hereby and thereby.	covenants to Company that: (a) Customer intends, subject only to the provisions of this ent for the full term; (b) Customer's governing body has appropriated sufficient funds to c) Customer reasonably believes that legally available funds in an amount sufficient to omer intends to do all things lawfully within its power to obtain and maintain funds from on for such payments to the extent necessary in each budget or appropriation request ody fails to appropriate sufficient funds to pay all payments and other amounts due and ation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) repriations were received, and (iii) Customer shall return the Equipment to Company at shall constitute a current expense and shall not in any way be construed to be a debt into concerning Customer's creation of indebtedness, nor shall anything contained hereiner further represents, warrants and coverante to Company that: (a) Customer has the endum and the transactions contemplated hereby and thereby and to perform all of its on and delivery of the Agreement and this Addendum by appropriate official action of its also as are necessary to consummate the Agreement and this Addendum, (c) all legal and Agreement and this Addendum enforceable against Customer in accordance with their not applicable to the Agreement and this Addendum and the transactions contemplated
INDEMNIFICATION. To the extent Customer is or may be obligated to ind- indemnification obligation shall arise only to the extent permitted by applicable law with Section 2 above.	rmnify, defend or hold Company harmless under the terms of the Agreement, any such and shall be limited solely to sums lawfully appropriated for such purpose in accordance
 REMEDIES. To the extent Company's remedies for a Customer default un Agreement, such acceleration shall be limited to amounts to become due during Cus 	ter the Agreement include any right to accelerate amounts to become due under the comer's then current fiscal period.
GOVERNING LAW. Notwithstanding anything in the Agreement to the contraccordance with the laws of the state in which Customer is located.	ary, the Agreement and this Addendum shall be governed by, construed and enforced in
parties with respect to the matters addressed herein, and shall supersede all prior. This Addendum may be executed in any number of counterparts, each of which sh	rment not expressly inconsistent herewith, constitutes the entire agreement between the oral or written negotiations, understandings and commitments regarding such matters, all be deemed to be an original, but all of which together shall be deemed to constitute this Addendum and agrees that a face-mille or other copy containing Customer's faxed, be admissible as evidence of this Addendum.
Customer (identified above):	Company (identified above): Paramount Leasing DB
By Vanda Gildrick Date: 9,10,2018	Date: 10/26/2018 /
Print name: Shark Ridrittal Title: Canty July	Frint name: D Title: Authorized Signer
Agraement Number:	603-0196916-000-016
Master Agreement Number (if applicable):	

Equipment List Schedule A

Location ·	Model	Serial Number	Equipment Portion	Maintenance Portion
			· FORIOR	TOLION
Auditor	MP 3055	C308R220103	\$82.00	\$21.00
County Clerk	MP C4504ex	C738M840279	\$409.00	\$0.00
County Clerk	MP 2555	C298R620493	\$70.49	\$29.51
County Attorney	MP 3055	C308R320019	\$135.50	\$69.00
County Judge	MP 3055	C308R320023	\$68.00	\$0.00
District Attorney	MP 3055	C308R220492	\$135.50	\$69.00
District Clerk	MP C4504ex	C738M710540	\$271.00	\$236.00
District Judge	MP C4504ex	C738M710517	\$78.00	\$61.00
DPS	MP C2504ex	C778R710084	\$107.00	\$0.00
Extension Office	MP C4504ex	C738M710566	\$409.00	\$0.00
Indigent Care	MP 3055	C308R220475	\$82.00	\$0.00
Justice of The Peace	MP 305spf	G588P800635	\$75.00	\$0.00
Library	MP 3055	C308R220391	\$82.00	\$0.00
Mallet Event Center	MP C2004ex	C768R711882	\$150.00	\$0.00
Sheriff - Front	MP C4504ex	C738M710513	\$131.00	\$75.00
Sheriff - Jail	MP C4504ex	C738M840134	\$266.00	\$0.00
Tax Office	MP C4504ex	C738M710512	\$205.00	\$0.00

\$2,756.49	 \$560.51
リムリノンフィマン	\$200.21

Total Monthly Lease Payment

\$3,317.00

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Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Agreement between Neustar and Hockley County regarding Website Domain Redelegation. . As per usTLD Locality Domain Name Contract Form recorded below.

.US

.US Locality Domain Name Registration Terms and Conditions

- 1. Introduction. This .US Locality Domain Name Registration Terms and Conditions document (the "Terms & Conditions"), sets forth the terms and conditions governing Registrant's use the registered .us locality domain name(s) set forth on Exhibit A from NeuStar, Inc., acting in its capacity as the usTLD Administrator. Any acceptance of Registrant's application or requests for Service and the performance of usTLD Administrator's Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.
- 2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date in which the usTLD Administrator has no further obligation to render .US Top Level Domain ("TLD") administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein (the "Term").

3. **Definitions**.

- a. "Registered Name" refers to the domain name(s) within the domain of the usTLD set forth in Exhibit A, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database.
- b. "Registrant" refers to the holder of a domain name in the usTLD locality space.
- c. "Service" means services provided by the usTLD Administrator in connection with the locality space of the usTLD under these Terms & Conditions.
- d. "usTLD" means the .us country code top-level domain.
- e. "usTLD Administrator" means NeuStar, Inc.
- f. "usTLD Database" means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.
- 4. <u>The Service</u>. usTLD Administrator shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.
- 5. Transfers of Delegations. Registrant may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to abide by the terms and conditions of this Agreement. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at usTLD Administrator's option. Registrant agrees not to resell the Registered Name without the usTLD Administrator's prior express written consent.

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6. Termination.

- a. <u>Termination by Registrant</u>. Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to usTLD Administrator for any or no reason.
- b. <u>Termination by usTLD Administrator</u>. usTLD Administrator may terminate this Agreement at any time upon written notice in the event any of the following occurs:
 - i. Registrant willfully or negligently (i) provides usTLD Administrator inaccurate or unreliable information or (ii) fails to promptly update information provided to usTLD Administrator pursuant to this Agreement;
 - ii. Registrant fails to abide by the Nexus Requirements set forth in Section 8 of this Agreement; or
 - iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 6(b)(i) or 6(b)(ii) and fails to cure such breach within ten (10) days of receipt of notice from usTLD Administrator.
 - iv. Registrant sublicenses or sub-delegates the use of its locality domains to a third party. Registrant agrees that actions are those of a Delegated Manager which is governed under the terms and conditions of the .US Delegated Manager agreement located on the usTLD Administrator's website at: http://www.about.us/policies/delegated-managers.
- c. <u>Effect of Termination</u>. Upon termination or discontinuance of this Agreement for any reason, usTLD Administrator may delete the Registrant's Domain Name, in accordance with usTLD Administrator's then-current policies and procedures.
- 7. Name Servers. You agree to maintain a minimum of two operational name servers for the specified domain name.
- 8. <u>.US Policy Requirements.</u> Registrant shall comply with the following policies adopted by the usTLD Administrator as listed at http://www.about.us/policies:
 - a. usTLD Dispute Resolution Policy and Rules
 - b. The usTLD Nexus Requirements
 - c. Nexus Dispute Policy and Rules)
 - d. Those policies in RFC 1480 applicable to .us domain name registrants, currently located at https://tools.ietf.org/html/rfc1480 as supplemented by the rules and procedures on the official .US web site at http://www.about.us , which may be amended from time to time; and
 - e. Registration Review Policy.
- 9. <u>DOC/USTLD Administrator Requirements</u>. The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of the United States Department of Commerce

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- ("DoC")-mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.
- 10. <u>Accuracy of Information</u>. Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) usTLD Administrator will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.
- 11. <u>USTLD Administrator's Disclosure Of Certain Information / WHOIS</u>. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database known as the "WHOIS Database," currently located at http://www.whois.us. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.
- 12. <u>Use of Data</u>. Government Use of Data. Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 12, "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.
- Privacy. Subject to the provisions in Section 11 and 12 above, all data or information collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Policy (http://www.neustar.us/us-privacy-statement-v-2/). This policy is available, as modified from time-to-time at www.neustar.us.
- Exclusive Remedy. REGISTRANT AGREES THAT USTLD ADMINISTRATOR'S ENTIRE 14. LIABILITY, AND REGISTRANT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL USTLD ADMINISTRATOR, ITS LICENSOR'S AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF USTLD ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN USTLD ADMINISTRATOR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. usTLD Administrator and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data nondelivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under usTLD Administrator's control; (4) loss or liability resulting



from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store email messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or usTLD Administrator's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, usTLD Administrator's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of usTLD Administrator's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under usTLD Administrator or usTLD Administrator's agent's sole control.

- Registrant Representations. The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 8 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (vi) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.
- Registry Disclaimer of Warranties. REGISTRANT AGREES THAT THE USE OF THE 16. SERVICE OR USTLD ADMINISTRATOR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, USTLD ADMINISTRATOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, NEITHER usTLD ADMINISTRATOR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES USTLD ADMINISTRATOR OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

17. **Indemnity**.

a. Registrant shall indemnify, defend and hold harmless usTLD Administrator. and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and

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against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

- Registrant agrees to release, indemnify, defend and hold harmless usTLD Administrator, b. (including in usTLD Administrator's capacities as the usTLD Administrator or as an usTLD Administrator for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of usTLD Administrator's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of usTLD Administrator's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to usTLD Administrator, including, without limitation, any misrepresentation in its application, if applicable. When usTLD Administrator is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify usTLD Administrator. Registrant's failure to provide those assurances may be considered a material breach of this Agreement, usTLD Administrator shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of usTLD Administrator's choice at its own expense. usTLD Administrator shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall have sole responsibility to defend usTLD Administrator against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.
- Modification to the Terms and Conditions. Except as otherwise provided in these Terms & Conditions, Registrant agrees that usTLD Administrator may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on usTLD Administrator's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review usTLD Administrator's Web sites, including the current version of these Terms & Conditions available on usTLD Administrator's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying usTLD Administrator. Notice of termination will be effective on receipt and processing by usTLD Administrator. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.
- 19. Agents. Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy.

 Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using

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Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

- 20. Reservation of Rights. usTLD Administrator and usTLD Administrator reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or usTLD Administrator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or usTLD Administrator in connection with a domain name registration. usTLD Administrator and usTLD Administrator also reserve the right to freeze a domain name during resolution of a dispute.
- Notices and Announcements. Registrant authorizes us TLD Administrator to notify Registrant, as us TLD Administrator's customer, of information that us TLD Administrator deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.
- 22. Severability. Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.
- Overning Law. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 24. Waiver. No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of usTLD Administrator. The remedies of usTLD Administrator under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other us Locality Domain Name Registration

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party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

25. Entire Agreement. Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and usTLD Administrator regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

.US Locality Space Registrant

Signature:		Dustin Precure		
Print Name:		Dustin Précure ²⁰¹⁸⁾		
Title:		Director of Information	n Technology	
Name of Compan	y (if applicable):	Hockley County		
Date:		06 Sep 2018		
usTLD Adminis NeuStar, Inc.	trator –			
Signature:	Leader Hoffeet			
Print Name:	Heather Hoffert			
Title:	VP Finance	<u> </u>		
Date:	07 Sep 2018	•		



USTLD LOCALITY DOMAIN NAME CONTACT FORM

Please use this form to create and/or update contacts or nameservers for your .US Locality domain name(s). Once completed, please contact .US Customer Support at dotus@support.neustar for information and next steps to complete the process.

Check here if the Registrant Information should be used for all Contact data. REGISTRANT: Full Name: Sharka Buldringe Co. Judge Full Name: Organization: Hockley County Address 1: 902 Houston St. Address 2: City: Levelland City: State: Zip Code: Country: US Phone Number: 800-904-10856 TECHNICAL: (If different than Registrant) Full Name: TAC CIRA Manager Organization: Tecas Association of Countes Spancy Address 1: Address 2: City: Levelland Country: US Phone Number: Blill Name: TAC CIRA Manager Organization: Tecas Association of Countes Spancy Address 1: Address 2: City: Austin City: Levelland City: Levelland City: Levelland Country: US Phone Number: 800-456-5974 Phone Number: 800-456-5974 Phone Number: 800-456-5974 Email: Support@Cira. state. bx.uS Email: Spencer & hockley country. Organization: Support@Cira. state. bx.uS Email: Spencer & hockley country.	co.hockley.tx.115	
REGISTRANT: ADMINISTRATIVE: (If different than Registrant) Full Name: Sharla Buldridge Co. Judge Full Name: Organization: Hockey County Address 1: 802 Houston St. Address 2: Address 2: City: Levelland City: State: Zip Code: 19336 Country: US Phone Number: 806-894-18556 TECHNICAL: (If different than Registrant) Full Name: TAC CIRA Manager Organization: Towar Association of Counties Address 2: P O Box 2131 Address 2: Address 2: City: Levelland Address 3: P O Box 2131 Address 2: Address 3: State: City: Levelland Address 3: Texas State: Txas Zip Code: 78768-2131 Country: US Phone Number: 800-456-5974 Email: Support@cira.state.tx.us Email: Spenner & hockey Country.org Email: Spenner & hockey pountry.org		
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Address 1: PO Box 2131 Address 1: 802 Houston St. Address 2: Austin City: Levelland State: Texas State: Tip Code: 78768-2131 Zip Code: 79336 Country: US Phone Number: 800-456-5974 Phone Number: 8010-894-10010 Email: Support@cira.state.tx.us Email: Spenner@hoxkeyrounty.org		Full Name: Shirley Penner, Co. Huditor
Address 2: Ste. 103 City: Austin City: Levelland State: Texas State: TX Zip Code: 78768-2131 Country: US Phone Number: 800-456-5974 Email: Support@cira.state.tx.us Address 2: Ste. 103 City: Levelland State: TX Zip Code: 7933le Country: US Phone Number: 801-84-10010 Email: Spenner & harkeyrounty.org	Organization: Texas Association of Counties County Information Resources Agency	10001-7 (1001-19
City: Austin City: Levelland State: Texas State: TX Zip Code: 78768-2131 Country: US Phone Number: 800-456-5974 Email: Support@cira.state.tx.us Email: Spenner@hoxkleyrounty.org	Address 1: P O Box 2131	Address 1: 802 Houston St.
State: Texas State: TX Zip Code: 78768-2131 Country: US Phone Number: 800-456-5974 Email: Support@cira.state.tx.us Email: Spenner@hockleyrounty.org	Address 2:	Address 2: Ste. 103
Zip Code: 78768-2131 Zip Code: 79336 Country: US Phone Number: 800-456-5974 Phone Number: 8010-894-10070 Email: Spenner@hoxkeyrounty.org	City: Austin	City: Levelland
Country: US Phone Number: 800-456-5974 Phone Number: 800-894-10070 Email: Spenner@hoxkey.ounty.org	State: Texas	State: TX
Phone Number: 800-456-5974 Phone Number: 8010-894-10070 Email: Spenner@hoxkleyrounty.org	Zip Code: 78768-2131	Zip Code: 79336
Email: support@cira.state.tx.us Email: Spenner@hockleyrounty.org	Country: US	Country: US
Specific to the state of the st	Filotic Nations	Phone Number: 806-894-6070
	Email: support@cira.state.tx.us	Email: Spenner @hockleyrounty.org
	Nexus Code: P5, C21	, , ,

usTLD Locality Domain Name Contact Form Updated: May 2018

List of Registered Name(s) to create/update data:

Page 1 of 2



DOMAIN MANAGER: (If different than Registrant)	NAMESERVERS: (Two authoritative nameservers are mandatory)	
Full Name: TAC CIRA Manager	Hostname 1: ns1.cira.state.tx.us	
Organization: Texas Association of Countles County Information Resources Agency	IP Address 1: 208.94.148.2	
Address 1: P O Box 2131	Hostname 2: ns2.cira.state.tx.us.	
Address 2:	IP Address 2: 208.80.124.2	
City: Austin	Hostname 3: ns3.cira.state.tx.us	
State: TX	IP Address 3: 208.80.126.2	
Zip Code: 78768-2131	Hostname 4: ns4.cira.state.tx.us.	
Country: US	IP Address 4: 208.80.125.2	
Phone Number: 800-456-5974	Hostname 5: ns5.cira.state.tx.us.	
Email: support@cira.state.tx.us	Ip Address 5: 208.80.127.2	
Nexus Code: P5, C21		

^{**} Please note that Country code and Nexus data is mandatory and unavailable to be updated per policies for the registration of .US Locality domain names.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the County Child Welfare Services Non-Financial Agreement between Texas Department of Family and Protective Services (DFPS) and Hockley County. As per County Child Welfare Services Non-Financial Agreement recorded below.

CONTRACT	NÓ	
ACENCY ID.	24735440	

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS), and the Commissioners' Court of <u>Hockley</u> County (County) agree to enter this Agreement to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered, and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services.

The County and DFPS are referred to collectively herein as the "Parties."

II. AGREEMENT TERM.

This Agreement starts on October 1, 2018, and ends on September 30, 2025 unless renewed or terminated as provided for in this Agreement. The Parties agree to review this Agreement when one of the Parties identifies a possible modification to the Agreement and provide written notice to the other Party of the possible modification in order for the Parties to address.

III. COUNTY RESPONSIBILITIES.

The County agrees:

- A. To establish and/or maintain a Child Welfure Board (the Board) as set out by statute in the Texas Family Code Section 264.005.
- B. That the Board will have at least seven, but not more than 15 members appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis.
 - 1. Initially members will be appointed to serve the following terms:
 - a. Third of the members to three-year terms;
 - b. Third of the members to two-year terms; and
 - c. Third of the members to one-year terms.
 - In successive years, from two to five new members will be appointed.
 - Members will serve at the pleasure of the Commissioners Court and without compensation.
- C. To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the DFPS, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- D. To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

IV. BOARD RESPONSIBILITIES.

DFPS and the County agree that the Board will have the following responsibilities.

- A. Assist the DFPS in identifying and meeting the needs of the children in the County.
- B. Explain the child welfare program and needs to the County and explain to DFPS staff the County's conditions and attitudes on policy, services, and priorities.

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

Serve in an advisory capacity to the County in the development of local policy to meet C. the needs of the children in the County covered under this Agreement.

DFPS RESPONSIBILITIES. ٧.

DFPS agrees:

- To seek Title XIX Medicaid coverage within the amount at, duration, and scope of the A. Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- To receive and expend children's personal funds (SSI, SSA, child support, etc.), in B. accordance with the needs of each child and state and federal laws and regulations, for children in the DFPS conservatorship.

GENERAL TERMS AND CONDITIONS. VI.

DFPS, County and the Board agree to comply with the following.

Amendments. A.

Any change to this Agreement must be in writing and signed by authorized representatives of both Parties.

Termination. B.

Either party may terminate this Agreement by providing 30 days' written notice of termination. Any written notice of termination must provide the date of termination, and the Party that receives the termination notice will confirm receipt of the notice by notifying the sending Party.

Background Checks and Removal. C.

1. For the purposes of background checks, members are considered volunteers.

2. If members have regular access to DPPS clients, a background check is required and the County will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background Checks/default.asp, including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the County must receive notice from DFPS that the background check has been approved.

3. If while providing direct services, having direct client contact and/or access to client records, the County becomes aware of any new arrest or investigation of abuse or negical conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the County will notify DFPS within ten business

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

Confidential Information. D.

- 1. County agrees to only use DFPS confidential information for the purpose of this Agreement and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA). codified at 42 U.S.C. 5106a;
 - Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. ħ. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 d. CFR Port 99;
 - Protected Health Information, including Electronic Protected Health Information or Unsecuted Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290ddf. 2, 42 CFR Part 2;
 - Federal Tax Information, Internal Revenue Code, Title 26 of the United States g. Code including IRS Publication 1075;
 - The Privacy Act of 1974, as amended by the Computer Matching and Privacy h. Protection Act of 1988, 5 U.S.C. § 552a;
 - Personal Identifying Information defined by Texas Business and Commerce i. Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - Texas Family Code § 261,201 and related provisions in Chapters 261 and 264;
 - Texas Health and Safety Code § 81.046 and Chapters 181 and 611; k.
 - Texas Human Resources Code § 12.003, § 40.005, and Chapter 48; I.
 - Texas Public Information Act, Texas Government Code Chapter 552; m.
 - 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 n. Subchapter M (Adult Protective Services); and
 - Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
 - 2. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
 - 3. County will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DPPS in the manner determined by DFPS.

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

4. County will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.

5. The County may, without prior DPPS approval, provide access to records and/or information concerning children receiving services under this Agreement by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107,006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:

If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;

If such individual is a CASA volunteer, review for a valid court order and a h. notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought;

If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

Records Retention. E.

1. County will maintain legible copies of this Agreement and all related documentation for a minimum of seven years after the termination of this Agreement or seven years after the completion of any litigation or dispute involving the Agreement, whichever is longer.

2. COUNTY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS AGREEMENT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVE WRITTEN APPROVAL FROM THE DFPS AGREEMENT MANAGER.

Anti-Discrimination. F.

- 1. County agrees to comply with state and federal anti-discrimination laws, including:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
 - Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
 - DFPS's administrative rules, as set forth in the Texas Administrative Code, to ġ. the extent applicable to this Agreement.
- 2. County agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

participation in or denied any service or other benefit provided by Federal or State

funding or otherwise be subjected to discrimination.

3. County agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a County from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Counties to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. County agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.

4. County agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: http://inhscx.hhsc.texas.gov/system-support-services/civil-rights/publications.

5. County agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. County must provide written notice to beneficiaries of these rights.

6. Upon request, County will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the County's civil rights policies and

procedures.

7. County must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office 701 W. 51st Street, Mail Code W206 Austin, Texas 78751 Phone Toll Free: (888) 388-6332 Phone: (512) 438-4313

TTY Toll Free: (877) 432-7232

Fax: (512) 438-5885

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party

Texas Department of Family and Protective Services	Hockley County
Jel- J. Black	Starla Baldridge
Signature Printed Nume: Kristene Blackstone Printed Title: Associate Commissioner CPS	Signature Printed Nome: <u>Sharla Baldridge</u> Printed Title: <u>County Judge</u>
9. 27.18 Date	9-11 2118 Date

Motion by Judge Baldridge, seconded by Commissioner Barnett, 5 Votes Yes, 0 Votes No, that Commissioners' Court take necessary action to appoint board members to the Hockley County Child Welfare Board. As per Hockley County Child Welfare Board 9-10-2018 List.

HOCKLEY COUNTY CHILD WELFARE BOARD

09-10-2018

Carrla Jones (President) 116 S. Opdyke Rd. Levelland, TX 79336 Ciones8482@gmail.com Christi Spruiell (Vice President)
P O Box 1190
Levelland, TX 79336
cspruiell@sundownsb.com

Stephanie Smith (Secretary) 111 Magnola Unit C Levelland, TX 79336 Sismith@southplainscollege.edu

Christy Wright (Treasurer)
110 Sandalwood
Levelland, TX 79336
cwright@southplainscollege.edu

Donna Dockery
P O Box 585
Levelland, TX 79336
lia585@hotmail.com

Mica Durham 107 Wood Circle Levelland, Texas 79336 mica.durham@tx.usda.gov

Brodie Hutchinson 101 Holly Circle Levelland, Texas 79336 carolyhutch.56@gmail.com Abel Perez 227 Willowwood Levelland, TX 79336 Aperez@aimbankonline.com Oralia Smith 337 Pecan Levelland, TX 79336 Oralia smith@yahoo.com

33

Amanda Anders 4106 18th Street Lubbock, Texas 79416 amanda.anders@yahoo.com Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the trade-in of a 2013 John Deere 770G Motor Grader and the purchase of a 2019 John Deere 770G Motor Grader from the Buy Board for use in Precinct 2. As per Yellow House Machinery Co. Buy Board Contract recorded below.

The following detials shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

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	YELLOWHOUSE	RAA CHII	VERV CO.			Vendor P	hone:	806-763-04	73
yBoard Vendor:			TERT COL			Vendor F	ax:	806-763-03	31
ldress P.O. to:	LUBBOCK, TEXA					Vendor 1	Foll Free	800-658-98	
	LUBBUCK, TEAT	13 /3404				Date Pre	-		9/6/2018
	HOCKLEY COU	ממס טייינו	CINCT 1		Gov. Agency	HOCKI	EY COU	TY PREC	NCT 2
vernment Agency:			CINCIA		[Bill to:]	802 HO	USTON ST	E, 102	
hip to:	802 HOUSTON ST		36			LEVEL	LAND, TE	XAS 79336	
	LEVELLAND, TE		30	Gov. Agn. Phone N	io: (806)894-4092	G. A. Fa	ıx No:	(806)894-6	820
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* 8410 RADIO		S	966.00	8510 A/C-CHAF	RGE				
	IND ABSORPTION	PI S		8820 NO REAR					
	ETRACTABLE SUN		222,00	* 9220 FIRE EXT	INGUISHER		128.		
	DECELERATOR	\$	298.00	* 9273 RT SIDE	NGINE WORK LIGHT		231.		
	E PLATE BRKT AN	D \$	158.00	* 9280 SMV SIG	У	\$	85,		
	N STROBE LIGHT	\$	668,00	* 9360 HEATER	ENG. COOLANT, 120V		342.	00_	
	NG ROTARY EJEC		546.00						
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									93,000.0





Quote Summary

Prepared For:

HOCKLEY COUNTY PRECINCT 2 802 Houston Ste. 102 Levelland, TX 79336 Business: 806-894-4092

Prepared By:

JAKE OWENS Yellowhouse Machinery Co. 3405 E Slaton Road Lubbock, TX 79404 Phone: 806-763-0473

jakeo@yellowhouse.us

	The state of the s	
5 YEAR/5000HR GURANTEED BUYBACK-\$160,000	Quote ld:	17827006
5 YEAR/3000IR GORAM ELD DO FEME	Created On:	17 July 2018
	Last Modified On:	01 August 2018
	Expiration Date:	31 October 2018

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 770G MOTOR	\$ 260,000.00	Х	1	=	\$ 260,000.00
GRADER John Deere Extended Warranty-6YEAR/5000HR FULL WARRANTY	\$ 0,00	Х	1	=	\$ 0.00

		\$ 260,000.00
mustanan and Tatal	· ·	
Equipment Total		
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Trade In Summary	Qty	Each	Extended
2013 JOHN DEERE 770G MOTOR GRADER -	1	\$ 167,000.00	\$ 167,000.00
DW770GX656142			\$ 0.00
PayOff			\$ 167,000.00
Total Trade Allowance			. ,
			\$ 167,000.00
Trade In Total	Quote	Summary	
		ent Total	\$ 260,000.00
	Trade !		\$ (167,000.00)
	SubTo		\$ 93,000.00
	Total	1941	\$ 93,000.00
		Payment	(0.00)
		-	(0,00)
	Rentai	Applied	

PAGE 246 VOL.

Confidential

Balance Due

Salesperson: X

Accepted By: X Aum Lund

\$ 93,000.00





Quote Id: 17827006

Customer: HOCKLEY COUNTY PRECINCT 2

JOHN DEERE 770G MOTOR GRADER

nι	IFC	

Stock Number:

Code	Description	Qty
8460T	770G MOTOR GRADER	1
	Standard Options -	Per Unit
170C	JDLink Ultimate Cellular - 5 Years	1
1010	Standard Antler Rack Hydraulic Controls	1
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1
1240	Dual 100 Amp Alternators (200 Amp total)	1
1310	Quick Service Group	1
1410	Standard Fuel & Water Filtration	1
1610	Hydraulic Pump Disconnect	[^] 1
1840	Engine Exhaust with Chrome Stack (EPA FT4 only)	1
1920	No Blade Impact Absorption System	1
2050	14 Ft, x 24 In, x 7/8 In. (4.27M x	1
	610mm x 22mm) w/ 6 ln. x 5/8 ln. (152	
	x 16mm) Cutting Edge & 5/8 in.	
	(16mm) Hardware	
2575	No Grade Control Base Kit Installed	1
2605	English Labels and Decals	1
2775	No Topcon 3D GPS Grade Control System installed	
2810	Single Input Gearbox without Slip Clutch	1
4411	Michelin XGLA2	1
5020	Low Cab w/ Fixed Lower Front and Side Windows	1
5510	Autoshift Transmission	1
5710	Transmission Solenoid Valve Guard	1
5815	Hydrau	1
6010	Powered Cab Air Precleaner	1
6120	Standard Fabric Air Suspension Seat with Armrests and Headrest	1
6520	Base Hydraulics w/ 1 Auxiliary Function Control	1
6620	Base Hydraulics w/ 1 Auxiliary Function Control	1 VOL. 67 PAGE 24'
6750	Less Front Attachment	1





Quote ld: 17827006 Customer: HOCKLEY COUNTY PRECINCT 2

7130 7820	Grading Lights (10 Halogen Lights)	4
7820	Glading Figure (10 Ligiogen eig.vo)	I .
	No Front Fenders	1
8120	24-to-12 Volt Converter (30 amps	1
0040	peak / 25 amps continuous) Exterior Mounted Rearview Mirrors	1
8210	Lower Front Intermittent Wiper &	1
8310	Washer	•
8410	AM/FM Radio with Aux and Weather Band (WB)	1
8510	Air Conditioner Refrigerant Charged	1
8730	No Sound Absorption Package	1
8820	No Rear Camera	1
9130	Rear Retractable Sun Shade	1
9210	Decelerator	1
9220	5.0 lbs, multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9273	Right Side Engine Compartment Work Light	1
9275	License Plate Bracket and Light	1
9280	Slow Moving Vehicle (SMV) Sign	1
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1 .
9360	Engine Block Heater	1
9395	Adjusting Rotary Ejector Precleaner	1

John Deere Extended Warranty - 6YEAR/5000HR FULL WARRANTY

The following detials shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

-						Prepare	ed By:	Les Hur	ley
yBoard Vendor:	YELLOWHOUSE	MAC	HINERY CO	·	CF (24 194 6) **COPCO (27 194 7 194 194 194 194 194 194 194 194 194 194	Vendor	Phone:	806-763-	0473
dress P.O. to:	3405 E. SLATON	CC22-00-1-01-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	- managaran - m			Vendor	Fax:	806-763	0331
diens kroy verj	LUBBOCK, TEXA	************	104			Vendor	Toll Free	800-658	9878
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	LEVELLAND, TI	EXAS 1	79336		the control of the co	LEVE	LLAND, TE	XAS 793	36
ntacts Name:	LARRY CARTER	₹		Gov. Agn. Phone No	(806)894-4092	G. A. F	ax No:	(806)894	1-6820
duct Description:	JOHN DEERE 77	OG MO	OTOR GRAD	18460T					
BuyBoard Contr	net #515-16			Price List:	\$318,615.00	Ва	ase Price		\$318,615.00
Base Bid Options:									
1010 STANDAR	D HYDRAULIC CO	\$	*	1140 9.0L ENG., FIT	NAL TIER 4	_\$	51,831.00		
1240 200 AMP A	LT.	\$	938.00	1310 QUICK SERV	ICE GROUP	_\$	660.00		
1410 DTANDAR	D FUEL LINES	\$		1610 HYD. PUMP I	DISCONNECT	\$	185.00		
170C JDLINK UI	.T. 5 YR SERV.	\$	*	1840 CHROME EX	HAUST	5	691.00		
1920 NO BLADE	IMPACT ABSOR		. 4	2050 14'X24" MB (6	5"X5/8")		1,331.00		
2575 NOT TOPO		\$	*	* 2605 ENGLISH OP	ERATOR MANUAL	\$			
	N RADIO INSTAL	\$		* 2810 SNGL INPUT	W/O SLIP CLUTCH	\$	+		
4411 14R24 G2		\$	21,817.00 *	* 5020 LOW CAB W/	FIXED WINDOWS	\$	<u>u</u>	-	
	T TRANSMISSION	\$	1,842.00		VE SOLENOID GUARD	\$	209.00	-	
5815 HYDRAU-		\$		6010 CAB PRECLE	EANER		909.00	-	•
6120 DELUXE O	CLOTH SEAT	\$	441,00	* 6520 RH 5 FUC CC	NTROL VALVE	_\$	1,634.00		
6620 LH 5 FUNC	CONTROL VALV	\$	1,438.00	6750 NO FRONT M	OUNTED ATTACHMENTS	3_\$		-	
6830 REAR HIT		\$	502.00	7130 STANDARD	LIGHT PKG W/LED COLOR	บ_\$	1,077.00		
7820 NO FRT FI	ENDERS	\$	-	8120 CONVERTER	R, 25 AMP 24V TO 12V	\$	462,00	_	
8210 MIRROR,	CONVEX EXTERIO		-	8310 LOWER FRT	INT, WIPER/WASHER	\$	658.00	-	
8410 RADIO AN		\$	966.00	8510 A/C-CHARGI	7	2	<u> </u>		
	D ABSORPTION PI	ı s		8820 NO REAR CA	MERA	\$		_	
	TRACTABLE SUNS	· .	222.00	* 9220 FIRE EXTING	OUISHER	_\$	128.00	_	
9210 PEDAL DI		\$	298.00	* 9273 RT SIDE ENC	GINE WORK LIGHT	\$	231.00	_	
9275 LICENSE	PLATE BRKT AND	\$	158.00	* 9280 SMV SIGN		\$	85.00	_	
	STROBE LIGHT	\$	668.00	* 9360 HEATER EN	G. COOLANT, 120V		342.00	_	
9395 AJUSTING	ROTARY EJECTO	2_\$	546,00	*		\$		_	
- Marian	Subtotal	S	29,836.00		Subtotal	\$	60,433.00	=	
		Contr	act List Price T	Γοtal				<u></u>	90,269.00
: Subtotal of I + I	I	=>						_\$	408,884.00
: Discount:	34.00%	\$1	139,020.56	BuyBeard Contra	et Price:			\$	269,863.44
: Non-Base Opti	ons	(Itemiz	ze below)	NON-BASE =	#REF!	%			
6 YEAR 500	0 HOUR	\$		CONFIGURATION	N DISCOUNT	\$	(14,863.44	<u>)</u>	
FULL WARRANT	T-94-T-9-19-19	\$		**************************************	The second secon	101Water 1311-73		_	
CHROME MOLDE		\$	5,000.00	***************************************	**************************************	\$	*		
		\$				\$		_	
	Subtotal	S	5,000.00	:	Subtotal	<u> </u>	(14,863.4	2	(0.063 A)
		ished C)ptions added t	to Contract Price (Sub	total of Co. 1 & Col 2)			\$	(9,863.44 260,000.0 0
I: Total (IV + V			1	x "E"			•	\$	260,000.00
II: Quantity Ordered : Trade-in or other			L					***************************************	
C Fraucent of Outer		I3 IUH	N DEERE 770	OG S/N 656142				\$	(167,000.00
Accessores — HUTAI SCHOOL	201							\$	-
				NG VIII+IX				•	93,000.00
	TO A PART OF A P	4774 NCT 10	CASE OF HITE WAY	COLUMN SERVICES SERVI				ъ	93,000.01





Quote Summary

Prepared For:

HOCKLEY COUNTY PRECINCT 2 802 Houston Ste. 102 Levelland, TX 79336 Business: 806-894-4092

Prepared By:

JAKE OWENS Yellowhouse Machinery Co. 3405 E Slaton Road Lubbock, TX 79404 Phone: 806-763-0473

					jake	o@yellowhouse.us
5 YEAR/5000HR GURANTEED BUYBACK-\$160,000	a kanana da da da kanana da ka		Cre Moc	Quote eated C lified C ion Da	n: In:	17827006 17 July 2018 01 August 2018 31 October 2018
Equipment Summary		Selling Price		Qty	on College of the Col	Extended
JOHN DEERE 770G MOTOR GRADER		\$ 260,000.00	X	1	=	\$ 260,000.00
John Deere Extended Warranty-6YEAR/5000HR FULL WARRANTY		\$ 0.00	X	1	=	\$ 0.00
Equipment Total						\$ 260,000.00
Trade In Summary	Qty	પ્રદુ નામાં કુલા કર્યા કર્યા છે. આ પ્રદેશના કે કુલા કે કહ્યાં કરતાં કરતાં કરતાં કરતાં કરતાં કરતાં કરતાં કુલા ક ત્યાં કરતાં કરતાં કરતાં કરતાં કરતાં કહ્યાં કરતાં ક	Each	1	outer title vice-were e 19	Extended
2013 JOHN DEERE 770G MOTOR GRADER - DW770GX656142	1	\$ 167,0	00.00)		\$ 167,000.00
PayOff						\$ 0.00
Total Trade Allowance						\$ 167,000.00
Trade in Total						\$ 167,000.00
Market to be desirable accounts and the Color (and	Quot	e Summary	******	governing for Englisher (E) either See	A+-34	Annual of the second se
	Equip	oment Total				\$ 260,000.00
	Trade	e In				\$ (167,000.00)
	SubTotal Total					\$ 93,000.00
						\$ 93,000.00
	Dowi	n Payment				(00.0)
	Rent	al Applied				(0.00)
	Bala	nce Due				\$ 93,000.00

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Salesperson: X_

Accepted By : X





Quote Id: 17827006 Customer: HOCKLEY COUNTY PRECINCT 2

JOHN DEERE 770G MOTOR GRADER

Ha	ш	re	4
116	w	LJ	٠

Stock Number:

Code	Description	Qty			
8460T	770G MOTOR GRADER	1			nord by his nord mile dissipant delendant deleter of the Mark
	Standard Options	- Per Ur	iit		
170C	JDLink Ultimate Cellular - 5 Years	1			
1010	Standard Antler Rack Hydraulic Controls	1			
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1			
1240	Dual 100 Amp Alternators (200 Amp total)	1			
1310	Quick Service Group	1			
1410	Standard Fuel & Water Filtration	1			
1610	Hydraulic Pump Disconnect	[*] 1			
1840	Engine Exhaust with Chrome Stack (EPA FT4 only)	1			
1920	No Blade Impact Absorption System	1			
2050	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 6 In. x 5/8 In. (152 x 16mm) Cutting Edge & 5/8 in. (16mm) Hardware	1			
2575	No Grade Control Base Kit Installed	1			
2605	English Labels and Decals	1			
2775	No Topcon 3D GPS Grade Control System installed	1			
2810	Single Input Gearbox without Slip Clutch	1			
4411	Michelin XGLA2	1			
5020	Low Cab w/ Fixed Lower Front and Side Windows	1			
5510	Autoshift Transmission	1			
5710	Transmission Solenoid Valve Guard	1			
5815	Hydrau	1			
6010	Powered Cab Air Precleaner	1			
6120	Standard Fabric Air Suspension Seat with Armrests and Headrest	1			
6520	Base Hydraulics w/ 1 Auxiliary Function Control	1			
6620	Base Hydraulics w/ 1 Auxiliary Function Control	1		67	





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6830	Rear Hitch and Pin	1
7130	Grading Lights (10 Halogen Lights)	1
7820	No Front Fenders	1
8120	24-to-12 Volt Converter (30 amps	1
	peak / 25 amps continuous)	
8210	Exterior Mounted Rearview Mirrors	1
8310	Lower Front Intermittent Wiper &	1
	Washer	
8410	AM/FM Radio with Aux and Weather	1
	Band (WB)	
8510	Air Conditioner Refrigerant Charged	1
8730	No Sound Absorption Package	1
8820	No Rear Camera	1
9130	Rear Retractable Sun Shade	1
9210	Decelerator	1
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9273	Right Side Engine Compartment Work Light	1
9275	License Plate Bracket and Light	1
9280	Slow Moving Vehicle (SMV) Sign	1
9298	Beacon with Flip Down Cab Beacon	1
	Bracket (RH)	
9360	Engine Block Heater	1
9395	Adjusting Rotary Ejector Precleaner	1
	Service Agree	ments
	John Deere Extended Warranty -	
	6YEAR/5000HR FULL WARRANTY	

There being no further business to come before the Court, the Judge declared Court adjourned, subject to call. The foregoing Minutes of a Commissioner's Court meeting held on the day of September , A. D. 2018, was examined by me and approved. Commissioner, Precinct No. 1 County Judge

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