

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF NOV 22 2019
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 27th day of November, 2019 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:

Jennifer Palermo
County Clerk, Hockley County, Texas

- ✓ 1. Read for approval the minutes of the Regular Meeting held at 10:00 a.m. on Wednesday, November 20, 2019.
- ✓ 2. Read for approval all monthly bills and claims submitted to the Court and dated through November 25, 2019.
- ✓ 3. Consider and take necessary action to approve the Continuation Certificate for Cheryl Smart.
- ✓ 4. Consider and take necessary action to accept the resignation of Michael Lance Scott, Constable, Precinct 5.
- ✓ 5. Discussion concerning the upcoming vacant position of Constable, Precinct 5.
- ✓ 6. Consider and take necessary action to approve the Texas Department of Transportation Grant Agreement concerning the Automated Weather Observing System at the Levelland Municipal Airport.
- ✓ 7. Consider and take necessary action to approve the trade-in of a 2015 John Deere 770G Motor Grader and the purchase of a 2020 John Deere 770G Motor Grader through the Buy Board for use in Precinct 3.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

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

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 22nd day of November, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 22nd day of November, 2019.

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



SPECIAL MEETING
NOVEMBER 27, 2019

Be it remembered that on this the 27th day of NOVEMBER A.D. 2019, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige

Curtis D. Thrash

Larry Carter

J. L. "Whitey" Barnett

Thomas R "Tommy" Clevenger

County Judge

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

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 Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on Wednesday November 20th, 2019, A. D., be approved and stand as read.

✓ Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through November 25th, 2019, A. D. be approved and stand as read.

✓
Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes 0 Votes No, that Commissioners Court approved the Continuation Certificate for Cheryl Smart. As per Continuation Certificate recorded below.



Western Surety Company

CONTINUATION CERTIFICATE

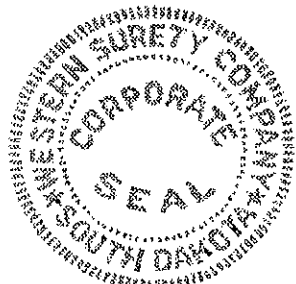
Western Surety Company hereby continues in force Bond No. 71165526 briefly described as ELECTIONS ADMINISTRATOR COUNTY OF HOCKLEY,
 _____,
 for CHERYL SMART,
 _____, as Principal,
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning September 09, 2019, and ending September 09, 2020, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 17 day of June, 2019.

WESTERN SURETY COMPANY

By Paul T. Bruhat
 Paul T. Bruhat, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Brufflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One ELECTIONS ADMINISTRATOR COUNTY OF HOCKLEY

bond with bond number 71165526

for CHERYL SMART

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

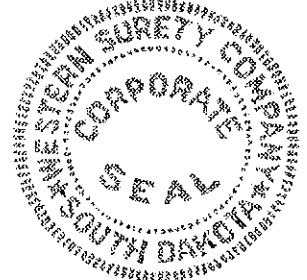
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Brufflat with the corporate seal affixed this 17 day of June, 2019.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Brufflat
Paul T. Brufflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 17 day of June, 2019, before me, a Notary Public, personally appeared Paul T. Brufflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



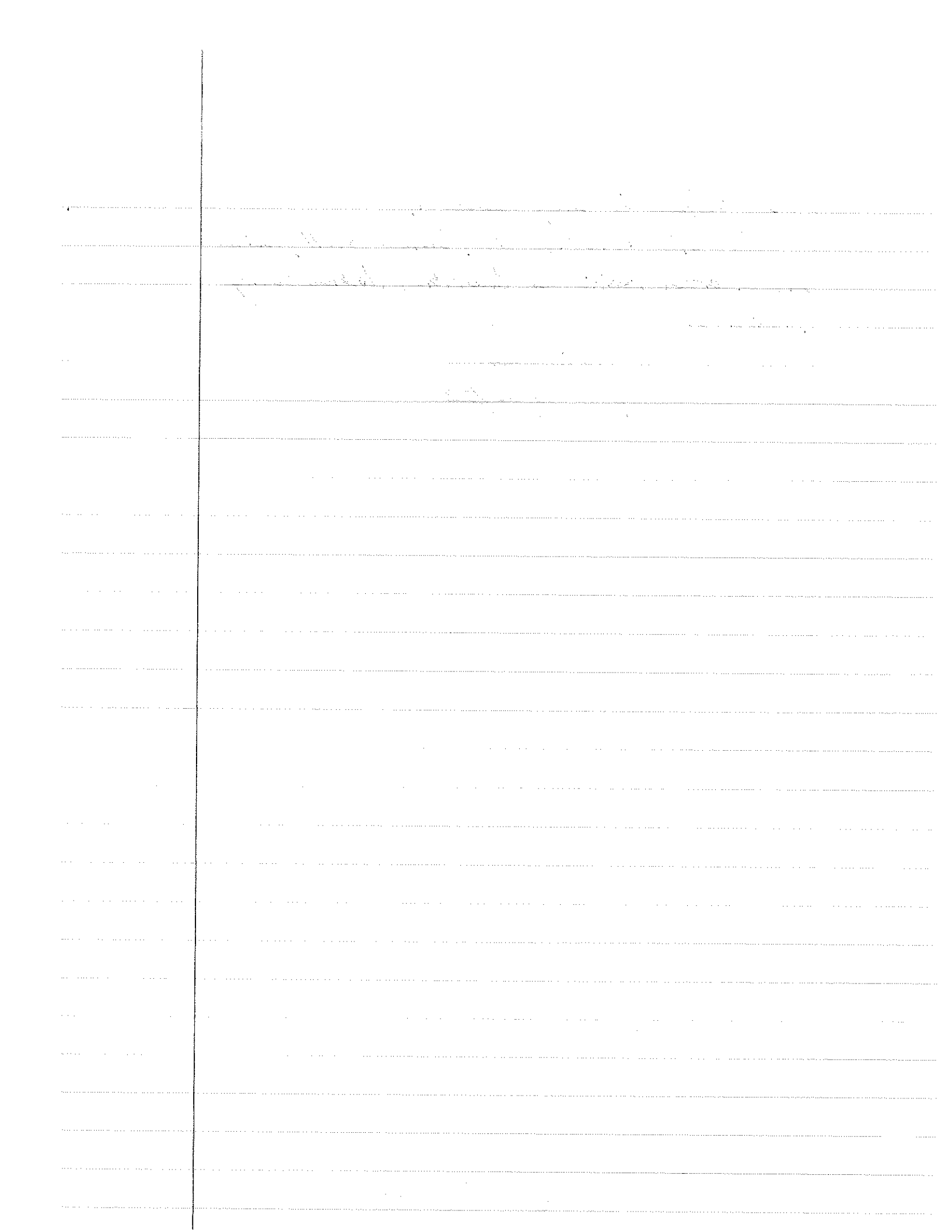
✓
Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved to accept the resignation of Michael Lance Scott, Constable, Precinct 5. As per letter from Lance Scott recorded below.

To Whom it may Concern,

As of 11/18/19, I, Lance Scott, resign
my elected position as Constable, Hockley County
Precinct 5.

Sincerely,





Discussion concerning the upcoming vacant position of Constable, Precinct 5.

VOL 69 Page 462

✓ Motion by Commission Carter, seconded by Commissioner Thrash, 4 Votes Yes,
0 Votes No, that Commissioners' Court approved the Texas department of Transportation Grant
Agreement concerning the Automated Weather Observing System at the Levelland Municipal Airport. As
per Texas Department of Transportation Grant Agreement recorded below.

TEXAS DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

(State Assisted Airport Development Grant)

TxDOT CSJ No.: 20AWLVLND

Commission Approval: October 31, 2019

Part I - Identification of the Project

TO: The City of Levelland and Hockley County, Texas

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

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and the City of Levelland and Hockley County, Texas, hereinafter referred to as the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under V.T.C.A., Transportation Code, Title 3, Chapters 21-22, et seq.(Vernon and Vernon Supp.).

The project is described as follows: installation of an automated weather observing system at the Levelland Municipal Airport.

The Sponsor applies for a grant for financial assistance for the project described above.

The parties, by this Agreement, do fix their respective responsibilities with reference to each other and with reference to the accomplishment of said project.

NOW, for and in consideration of the benefits which will accrue to the parties by virtue of the completion of the project, IT IS MUTUALLY COVENANTED AND AGREED as follows:

Part II - Offer of Financial Assistance

1. It is estimated that approximately \$200,000 (Amount A) of the project costs will be eligible for financial assistance, and that financial assistance will be for seventy-five percent (75%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State. It is estimated that the Sponsor's share of the eligible project costs will be approximately \$50,000 (Amount B) and the State's financial assistance share of eligible project costs will be approximately \$150,000(Amount C). Financial assistance is subject to the availability of state funds.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the Agent to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

2. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation, and will advise the Sponsor by amendment of the increase. Upon receipt of the aforementioned amendment, the maximum obligation of the State is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Participation in additional state eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor. If the sponsor does not move forward with installation of the system, they shall reimburse the state 100% of all costs expended at the point of notification that the project will not be completed

3. Should estimated eligible project costs as determined following the receipt of construction bids for the project, exceed the amount shown above (Amount A), the Sponsor may request the State to void this Agreement, whereupon the State shall agree to void this Agreement upon the satisfaction of the following conditions:
 - a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and
 - b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future State expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and
 - c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.
4. Upon satisfaction of the conditions specified in Paragraph II-3 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered monies actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a

reasonable time.

5. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount C) as stated in Paragraph II-1.
6. Sponsor, by accepting this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as stated. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.
7. Monthly grant agreement payments to the Sponsor may be authorized upon application to the State. Payments of the State's share of the allowable project costs will be made in proportion to the amount of the project satisfactorily completed at the time of the payment application.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and
 - b. it will comply with Attachment B, Certification of Airport Property Interests, attached and made a part of this Agreement; and
 - c. it will comply with the Attachment C, Certification of State Single Audit Requirements, attached and made a part of this Agreement; and
 - d. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and
 - e. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and
 - f. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide

adequate public access during the period of this Agreement; and

- g. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
- h. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
- i. through the fence access shall be reviewed and approved by the State; and
- j. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- k. the Sponsor shall submit to the State annual statements of airport revenues and expenses; and
- l. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and
- m. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. Such fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernable from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State

unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- n. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - o. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain avigation easements or other property interests in or rights to use of land or airspace, unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
 - p. it will provide upon request of the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
 - q. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes related to this project.
 - r. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
 - s. Construction shall be completed within one year from the execution of this agreement. Failure to do so will constitute just cause for termination of the obligations of the State of Texas by the State, unless at the Sponsor's request, the State grants additional time in writing.
 - t. Carry out and complete the project without undue delay and in accordance with the plans and specifications which are submitted to and approved by the staff. The State has the option to withhold the payment of any State funds unless the plans and specifications have been completed and approved by the State.
2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids

for such construction or procurement of facilities that are part of the above project, and within the timeframe of the project, a sufficient interest (easement or otherwise) in any other property interest which may be part of the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, as provided, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.
6. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.
7. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
8. The Sponsor agrees to assume the responsibility to assure that all aspects of the grant and project are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives, except as otherwise specifically provided.
9. **SPECIAL CONDITION:** The Sponsor must provide for the continuous operation and maintenance of the AWOS funded under this grant during the useful life of the equipment.

10. SPECIAL CONDITION: Sponsor will provide electrical power and telephone line as required to the appropriate site at the direction of the vendor.
11. SPECIAL CONDITION: If found necessary by the State, Sponsor will install security fencing around the AWOS site as requested by the State.
12. SPECIAL CONDITION: The NADIN Interface requires that the Sponsor be responsible for 100% of the monthly maintenance fee to transmit weather data through the National Airspace Data Interchange Network for the life of the equipment.

PART IV- State Responsibilities

1. Responsibility of the State shall include, if appropriate, but not be limited to:
 - a. certification of the consultant selection procedures; and
 - b. certification of the construction contractor selection procedures; and approval of costs for construction prior to contract being executed; and
 - c. receive, review, approve and process Sponsor's reimbursement requests for approved services and materials supplied in accordance with approved contracts, no more than once a month; and
 - d. review of project plans, specifications and construction; coordinate and conduct progress and final inspections; and
 - e. review and approve record drawings.

PART V - Recitals

1. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
2. This Agreement is subject to the applicable provisions of the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the aforementioned rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of

this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to the Agreement herein, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
3. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
4. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
5. All commitments by the Sponsor and the State hereunder are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
6. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
7. Termination
This agreement may be terminated in the following manner:
 - ◆ by mutual written agreement and consent of both parties;
 - ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;

- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination.

- A. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.
- B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party.
- C. In the event the Project is not completed, the State may seek reimbursement from the Sponsor of the expended funds. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- D. The State will not pay interest on any funds provided by the Sponsor.
- E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Sponsor in accordance with this Agreement.

Part V - Acceptance of the Sponsor

The City of Levelland, Texas does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the foregoing Agreement, and does accept the Offer, and by the acceptance agrees to all of the terms and conditions of the Agreement.

Executed this 25th day of November, 2019.

The City of Levelland Texas
Sponsor

Barbara Pinner
Sponsor Signature

Mayor
Sponsor Title

Certificate of Sponsor's Attorney

I, MATTHEW L. WADE, acting as attorney for THE CITY OF LEVELLAND Texas, do certify that I have fully examined the Agreement and the proceedings taken by the Sponsor relating, and find that the manner of acceptance and execution, of the Agreement by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at LUBBOCK, Texas, this 25TH day of NOVEMBER, 2019.

Matthew L Wade
Attorney Signature

Hockley County, Texas does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the foregoing Agreement, and does accept the Offer, and by the acceptance agrees to all of the terms and conditions of the Agreement.

Executed this 27th day of November, 2019.

Hockley County, Texas
Sponsor

Sharla Bulbridge
Sponsor Signature

Hockley County Judge
Sponsor Title

Certificate of Sponsor's Attorney

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

Dated at Levelland, Texas, this 27 day of November, 2019.

AH
Attorney Signature

Part VII - Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: Kari Campbell

Kari Campbell, Director of Grants
Aviation Division
Texas Department of Transportation

Date: 12-3-19

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

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

The Sponsor has caused this to be duly executed in its name, this 27th day of November, 2019.

The City of Levelland, Texas
(Sponsor)

By: Barbara Pinner

Title: Mayor

Hockley County, Texas
(Sponsor)

By: Shada Bulbridge 11-27-19

Title: Hockley County Judge

ATTACHMENT B

CERTIFICATION OF AIRPORT PROPERTY INTERESTS

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated July 14, 2015 and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for the Levelland Municipal Airport.

City of Levelland, Texas
(Sponsor)

By: Barbara Pinner

Title: Mayor

Date: 11/25/19

Hockley County, Texas
(Sponsor)

By: Shirley Baldwin

Title: Hockley County Judge

Date: 11-27-19

ATTACHMENT C

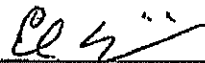
Certification of State Single Audit Requirements

I, Erik Rejino, do certify that the City of Levelland and Hockley County will comply with all requirements of
(Designated Representative)

the State Single Audit Act if the city/county spends more than \$750,000 in any funding sources

during this fiscal year. And in following those requirements the City of Levelland and Hockley County will submit the report

to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$750,000.00 in expenditures, please submit a letter indicating that your entity is not required to have an audit performed for FY 19.


Signature of Designated Representative

City Manager
Title

11/25/19
Date

✓ Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes,
0 Votes No, that Commissioners' Court approved the trade-in of a 2015 John Deere 770 G Motor Grader
and the purchase of a 2020 John Deere 770G Motor Grader through the Buy Board for use in Precinct 3.
As per Quote Summary recorded below.

Quote Summary

Prepared For:
HOCKLEY COUNTY PCT 3
802 Houston St # 2
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

5 YEAR-5000 HOUR BUYBACK PER TRACTOR -\$165,000
QUOTED THROUGH THE BUYBOARD

Quote Id: 20137202
Created On: 29 July 2019
Last Modified On: 30 October 2019
Expiration Date: 31 January 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 770G MOTOR GRADER	\$ 250,000.00 X	1 =	\$ 250,000.00
John Deere Extended Warranty-6YEAR/5000HR FULL WARRANTY	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 250,000.00

Trade In Summary	Qty	Each	Extended
2015 JOHN DEERE 770G - 1DW770GXAEF666192	1	\$ 165,000.00	\$ 165,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 165,000.00
Trade In Total			\$ 165,000.00

Quote Summary	
Equipment Total	\$ 250,000.00
Trade In	\$ (165,000.00)
SubTotal	\$ 85,000.00
Total	\$ 85,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 85,000.00

Salesperson : X _____

Accepted By : X *Shirley Baldrige*

Confidential

VOL 69 Page 480

Selling Equipment

Quote Id: 20137202

Customer: HOCKLEY COUNTY PCT 3

JOHN DEERE 770G MOTOR GRADER

Hours:

Stock Number:

Code	Description	Qty
8460T	770G MOTOR GRADER	1

Standard Options - Per Unit

90B0	Bronze Wear Inserts	1
170C	JDLink Ultimate - 5 Year Subscription	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 W/ Chrome Stack (FT4 or Stage V only)	1
1920	No Blade Impact Absorption System	1
2070	14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware	1
2575	No Grade Control Base Kit Installed	1
2605	English Manual W/ English Labels & Decals	1
2775	No Topcon 3D GPS Grade Control System installed	1
2810	Single Input Gearbox without Slip Clutch	1
4316	Firestone SGG	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
6130	Premium Heated, Leather/Fabric, High-Wide Back, Air Suspension Seat with Armrests	1
6510	Base Hydraulics - 4 Function Controls	1

Selling Equipment

Quote Id: 20137202

Customer: HOCKLEY COUNTY PCT 3

6620	Base Hydraulics w/ 1 Auxiliary Function Control	1
6750	Less Front Attachment	1
6830	Rear Hitch and Pin	1
7160	Deluxe Grading Lights (18 Halogen Lights)	1
7820	No Front Fenders	1
8120	24-to-12 Volt Converter (30 amps peak / 25 amps continuous)	1
8210	Exterior Mounted Rearview Mirrors	1
8310	Lower Front Intermittent Wiper & Washer	1
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 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

Service Agreements

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 20th day of November, A. D. 2019, was examined by me and approved.

Curtis Thrusell
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Kenny Curtis
Commissioner, Precinct No. 2

Tommy Oly
Commissioner, Precinct No. 4

Shirley Bulbridge
County Judge

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



