
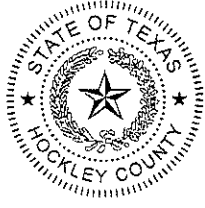



<b>HOCKLEY COUNTY</b> Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	<b>DOCUMENT #:</b> CM-2020-0087 <b>RECORDED DATE:</b> 12/09/2020 03:58:48 PM 	
<b>OFFICIAL RECORDING COVER PAGE</b>		Page 1 of 49
<b>Document Type:</b> COMMISSIONER COURTS MINUTES <b>Transaction Reference:</b> <b>Document Reference:</b>	<b>Transaction #:</b> 759615 - 1 Doc(s) <b>Document Page Count:</b> 48 <b>Operator Id:</b> JPalermo	
<b>RETURN TO:</b> ( ) HOCKLEY COUNTY COMMISSIONERS COURT 802 HOUSTON STREET LEVELLAND, TX 79336	<b>SUBMITTED BY:</b> HOCKLEY COUNTY COMMISSIONERS COURT 802 HOUSTON STREET LEVELLAND, TX 79336	
DOCUMENT # : CM-2020-0087 RECORDED DATE: 12/09/2020 03:58:48 PM		
I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.		
	 <b>Jennifer Palermo</b> Hockley County Clerk	

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

NOV 25 2020

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

*Jennifer Palermo*

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 30<sup>th</sup> day of November, 2020 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held on November 16, 2020 at 9:00 a.m.
2. Read for approval all monthly bills and claims submitted to the Court and dated through November 30, 2020.
3. Consider and take necessary action to approve the 3<sup>rd</sup> quarter 2020 Financial Report of the Hockley County Treasurer.
4. Hear the monthly Public Assistance Report.
5. Consider and take necessary action to approve amendment to the Indigent Healthcare Solutions contract to enable Medicaid eligibility search on clients applying for any program for which they may be Medicaid eligible.
6. Discussion and potential action concerning approval of the Participation Letter for planning assistance with TWDB Flood Infrastructure Fund Category 1 with the City of Lubbock, which is tabled item number 3 from a previous agenda dated November 9, 2020.
7. Consider and take necessary action to approve the allocation of surplus materials from TxDOT for the 2021 County Assistance Program and participation in the Local Government Assistance Program.
8. Consider and take necessary action to approve a road crossing for McCurdy Energy LLC on El Paso Road in Precinct 4.
9. Consider and take necessary action to award the bid to reclaim and widen to 28 feet, to sealcoat to 24 feet with 2 shots of oil and rock from the Intersection of Oxen Road and Foster Road to 1.5 miles East and for hauling approximately 6,000 yards of caliche from the pit in Precinct 3 to Foster Road in Precinct 1 and to be completed no later than September 30, 2021.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.**

*Sharla Baldrige*

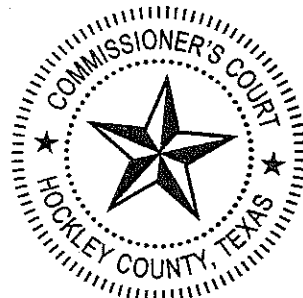
BY: \_\_\_\_\_

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 25<sup>th</sup> day of November, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 25<sup>th</sup> day of November, 2020.

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



THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT  
OF HOCKEY COUNTY, TEXAS

SPECIAL MEETING  
NOVEMBER 30, 2020

Be it remembered that on this the 30th day of November A.D. 2020, 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 Absent	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 Carter, second by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioner's Court, held on November 16, 2020, A.D. be approved and stand as read.

Motion by Commissioner Thrash, second by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through November 30, 2020, A.D. be approved and stand as read.

---

Motion by Commissioner Thrash, second by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners Court approved the 3<sup>rd</sup> Quarter 2020 Financial Report of the Hockley County Treasurer. As per Financial report recorded below.

TREASURER'S 3rd. Qtr. 2020 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)} **\$21,239,078.27** Quarter's Ending Balance

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. **\$61,409.24** Quarter's 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 \_\_\_\_ day of \_\_\_\_, 20\_\_.

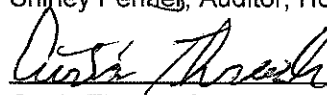
  
Denise Bohannon, Treasurer, Hockley County

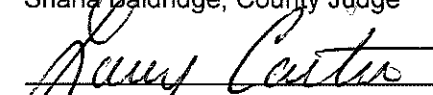
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes 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

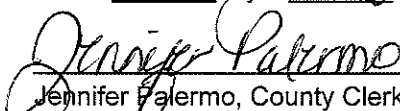
  
Curtis Thrash, Comm. Pct. #1

  
Larry Carter, Comm. Pct. #2

  
Whitney Barnett, Comm. Pct. #3

  
Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 30 day of November 2020.

  
Jennifer Palermo, County Clerk

---

**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

**Pages 6-9** Bank Collateral  
Pledged Securities the Banks have pledged on behalf of Hockley County

**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

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 096 CA/DA PRE-TRIAL DIVERSION FUND				
CASH	<u>120,597.82</u>	<u>3,030.02</u>	<u>.00</u>	<u>123,627.84</u>
FUND TOTALS	120,597.82	3,030.02	.00	123,627.84
2020 098 CLEARING FUND				
CASH	<u>.09</u>	<u>3,277,278.17</u>	<u>3,277,278.17-</u>	<u>.09</u>
FUND TOTALS	.09	3,277,278.17	3,277,278.17-	.09
GRAND TOTALS	<u>23,259,762.42</u>	<u>10,974,134.81</u>	<u>12,994,818.96-</u>	<u>21,239,078.27</u>

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 082 DA FORFEITURE FUND				
CASH	24,199.88	1,044.04	5,000.00-	20,243.92
FUND TOTALS	24,199.88	1,044.04	5,000.00-	20,243.92
2020 083 CA THEFT OF SERVICE				
CASH	5,660.67	1,039.04	1,024.77-	5,674.94
FUND TOTALS	5,660.67	1,039.04	1,024.77-	5,674.94
2020 084 SHERIFF WORK RELEASE PROGRAM				
CASH	2,007.53	5.13	.00	2,012.66
FUND TOTALS	2,007.53	5.13	.00	2,012.66
2020 085 HOCKLEY CO GRANTS FUND				
CASH	96,994.60	122,426.11	146,935.68-	72,485.03
FUND TOTALS	96,994.60	122,426.11	146,935.68-	72,485.03
2020 086 CORONAVIRUS RELIEF FUND GRANT				
CASH	.00	62,795.59	.00	62,795.59
FUND TOTALS	.00	62,795.59	.00	62,795.59
2020 087 HC JUVENILE PROBATION FEES				
CASH/AIM	15,755.10	351.09	.00	16,106.19
FUND TOTALS	15,755.10	351.09	.00	16,106.19
2020 088 PAYROLL CLEARING ACCOUNT				
CASH/ASB	157,978.02	916,449.98	1,070,501.87-	3,926.13
FUND TOTALS	157,978.02	916,449.98	1,070,501.87-	3,926.13
2020 089 SEIZURE PROCEEDS FUND				
CASH/ASB	28,608.73	135,205.54	10,874.65-	152,939.62
FUND TOTALS	28,608.73	135,205.54	10,874.65-	152,939.62
2020 090 JUVENILE PROBATION FUND				
CASH/AIM	54,354.69	56,883.55	51,882.11-	59,356.13
ACCOUNTS RECEIVABLE	97.75-	.00	.00	97.75-
FUND TOTALS	54,256.94	56,883.55	51,882.11-	59,258.38
2020 091 JUVENILE PROBATION RESTITUTION				
CASH	52,647.12	135.29	.00	52,782.41
FUND TOTALS	52,647.12	135.29	.00	52,782.41
2020 092 HOCKLEY COUNTY COMMUNITY SUPER				
CASH/ASB	66,520.89	89,524.02	96,430.99-	59,613.92
FUND TOTALS	66,520.89	89,524.02	96,430.99-	59,613.92
2020 093 HOCKLEY COUNTY MEDICAL FUND				
CASH/ASB	2,871.81	7.06	240.00-	2,638.87
FUND TOTALS	2,871.81	7.06	240.00-	2,638.87
2020 094 COUNTY ATTORNEY RESTITUTION				
CASH/ASB	34,189.56	437.97	395.33-	34,232.20
FUND TOTALS	34,189.56	437.97	395.33-	34,232.20
2020 095 D A RESTITUTION FUND				
CASH/ASB	3,210.32	8.23	.00	3,218.55
FUND TOTALS	3,210.32	8.23	.00	3,218.55



ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	987.46	2,453.40	1,866.60-	1,574.26
2020 054 JUSTICE OF PEACE #4				
CASH	4,805.65	11,686.30	10,267.60-	6,224.35
FUND TOTALS	4,805.65	11,686.30	10,267.60-	6,224.35
2020 055 JUSTICE OF PEACE #5				
CASH	12,484.24	51,491.78	50,190.78-	13,785.24
FUND TOTALS	12,484.24	51,491.78	50,190.78-	13,785.24
2020 056 SHERIFF FEE ACCOUNT				
CASH	1.52	.00	.00	1.52
FUND TOTALS	1.52	.00	.00	1.52
2020 057 SO DONATIONS FUND				
CASH/ASB	2,617.16	2,507.28	3,344.06-	1,780.38
FUND TOTALS	2,617.16	2,507.28	3,344.06-	1,780.38
2020 060 I&S FUND: '88 HOSPITAL BOND				
CASH/ASB	1,949.22	72.97	.00	2,022.19
TODA - CD BALANCE	37,728.69	37.14	.00	37,765.83
FUND TOTALS	39,677.91	110.11	.00	39,788.02
2020 065 MPEC INTEREST & SINKING FUND				
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	71,975.91	697.13	.00	72,673.04
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	71,975.91	697.13	.00	72,673.04
2020 070 PERMANENT IMPROVEMENT FUND				
CASH/ASB	1,321,682.43	5,009.86	.00	1,326,692.29
FUND TOTALS	1,321,682.43	5,009.86	.00	1,326,692.29
2020 071 HOCKLEY CO ROAD BOND FUND				
CASH/AIM	22,843.20	58.69	.00	22,901.89
TDOA/ASB	.00	.00	.00	.00
FUND TOTALS	22,843.20	58.69	.00	22,901.89
2020 072 MALLET OPERATING FUND				
CASH/AIM	315,137.70	145,858.48	184,714.30-	276,281.88
FUND TOTALS	315,137.70	145,858.48	184,714.30-	276,281.88
2020 078 HAVA GRANTS				
CASH	20,900.00	120,000.00	.00	140,900.00
FUND TOTALS	20,900.00	120,000.00	.00	140,900.00
2020 079 DA FEDERAL FORFEITED FUNDS				
CASH	22,806.26	2,557.05	2,500.00-	22,863.31
FUND TOTALS	22,806.26	2,557.05	2,500.00-	22,863.31
2020 080 FM & LR FUND				
CASH/AIM	4,836.89	12.41	.00	4,849.30
FUND TOTALS	4,836.89	12.41	.00	4,849.30
2020 081 DA TRUST ACCOUNT				
CASH/AIM	8,855.54	6,875.00	3,500.00-	12,230.54
FUND TOTALS	8,855.54	6,875.00	3,500.00-	12,230.54

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	11,668.13	8,260.11	17,238.22-	2,690.02
2020 030 LAW LIBRARY FUND				
CASH/AIM	11,594.55	638.32	1,710.41-	10,522.46
FUND TOTALS	11,594.55	638.32	1,710.41-	10,522.46
2020 035 LIBRARY FUND				
CASH/AIM	152,663.40	1,826.09	40,828.83-	113,660.66
FUND TOTALS	152,663.40	1,826.09	40,828.83-	113,660.66
2020 039 DISTRICT CLERK PRESERVATION				
CASH/AIM	16,630.18	439.95	.00	17,070.13
FUND TOTALS	16,630.18	439.95	.00	17,070.13
2020 040 COUNTY CLERK PRESERVATION FUND				
CASH/AIM	97,957.42	22,212.74	.00	120,170.16
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	97,957.42	22,212.74	.00	120,170.16
2020 041 RECORDS MANAGEMENT OFFICER				
CASH/AIM	24,607.20	964.73	510.72-	25,061.21
FUND TOTALS	24,607.20	964.73	510.72-	25,061.21
2020 042 R&B EXTRA FEE ACCOUNT				
CASH/ASB	169,623.84	55,905.07	.00	225,528.91
FUND TOTALS	169,623.84	55,905.07	.00	225,528.91
2020 043 COURTHOUSE SECURITY FUND				
CASH/AIM	67,175.08	2,152.89	5,477.74-	63,850.23
FUND TOTALS	67,175.08	2,152.89	5,477.74-	63,850.23
2020 044 JUSTICE COURT TECHNOLOGY FUND				
CASH	34,914.83	1,124.29	3,731.82-	32,307.30
FUND TOTALS	34,914.83	1,124.29	3,731.82-	32,307.30
2020 045 SHERIFF CASH BOND ACCOUNT				
CASH	91,234.42	5,812.50	3,987.50-	93,059.42
FUND TOTALS	91,234.42	5,812.50	3,987.50-	93,059.42
2020 046 COUNTY CLERK CASH BOND ACCT				
CASH	55,897.02	.00	.00	55,897.02
FUND TOTALS	55,897.02	.00	.00	55,897.02
2020 047 JP5 CASH BOND ACCOUNT				
CASH	6,084.71	280.00	280.00-	6,084.71
FUND TOTALS	6,084.71	280.00	280.00-	6,084.71
2020 048 COUNTY CLERK				
CASH	25,120.59	75,677.28	75,923.41-	24,874.46
FUND TOTALS	25,120.59	75,677.28	75,923.41-	24,874.46
2020 051 JUSTICE OF PEACE #1				
CASH	5,586.90	23,663.39	20,922.90-	8,327.39
FUND TOTALS	5,586.90	23,663.39	20,922.90-	8,327.39
2020 052 JUSTICE OF PEACE #2				
CASH	987.46	2,453.40	1,866.60-	1,574.26

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2020 010 GENERAL FUND				
CASH/AIM	2,304,982.18	2,847,692.67	2,712,556.68-	2,440,118.17
AUDIT CASH ON HAND	.00	.00	.00	.00
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	<u>2,304,982.18</u>	<u>2,847,692.67</u>	<u>2,712,556.68-</u>	<u>2,440,118.17</u>
2020 011 AD VALOREM TAX ACCOUNT				
CASH/AIM	207,107.14	522.46	.00	207,629.60
CASH/TO AD VAL EXCESS	11,909,405.22	195,870.41	3,239,944.00-	8,865,331.63
CASH/BE SAVINGS	.00	.00	.00	.00
TDOA - CD/AIM BANK	4,242,496.53	16,061.38	.00	4,258,557.91
TDOA - CD/ PLAT	.00	.00	.00	.00
FUND TOTALS	<u>16,359,008.89</u>	<u>212,454.25</u>	<u>3,239,944.00-</u>	<u>13,331,519.14</u>
2020 012 OFFICERS SALARY FUND				
CASH/AIM	141,733.88-	1,673,033.47	1,201,783.63-	329,515.96
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	<u>141,733.88-</u>	<u>1,673,033.47</u>	<u>1,201,783.63-</u>	<u>329,515.96</u>
2020 013 AUTO REGISTRATION FUND				
CASH/AIM	400,839.47	1,030.20	.00	401,869.67
FUND TOTALS	<u>400,839.47</u>	<u>1,030.20</u>	<u>.00</u>	<u>401,869.67</u>
2020 014 INDIGENT HEALTH CARE FUND				
CASH/AIM	81,027.67	209,171.30	92,221.98-	197,976.99
FUND TOTALS	<u>81,027.67</u>	<u>209,171.30</u>	<u>92,221.98-</u>	<u>197,976.99</u>
2020 016 HOCKLEY COUNTY: LEOSE FUND				
CASH/AIM	29,832.26	76.65	.00	29,908.91
FUND TOTALS	<u>29,832.26</u>	<u>76.65</u>	<u>.00</u>	<u>29,908.91</u>
2020 017 JURY FUND				
CASH/AIM	145,829.02	209,838.31	92,419.34-	263,247.99
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	<u>145,829.02</u>	<u>209,838.31</u>	<u>92,419.34-</u>	<u>263,247.99</u>
2020 021 ROAD & BRIDGE #1				
CASH/AIM	55,192.92	135,186.59	142,992.19-	47,387.32
CASH/LAT1 AIM	75,953.88	.00	.00	75,953.88
FUND TOTALS	<u>131,146.80</u>	<u>135,186.59</u>	<u>142,992.19-</u>	<u>123,341.20</u>
2020 022 ROAD & BRIDGE #2				
CASH/AIM	46,504.81-	362,528.80	179,831.36-	136,192.63
CASH/LATRD2/AIM	129,721.64	.00	.00	129,721.64
FUND TOTALS	<u>83,216.83</u>	<u>362,528.80</u>	<u>179,831.36-</u>	<u>265,914.27</u>
2020 023 ROAD & BRIDGE #3				
CASH/ASB	332,425.35	2,166.33	125,203.76-	209,387.92
CASH/LATRD3	90,508.56	.00	.00	90,508.56
FUND TOTALS	<u>422,933.91</u>	<u>2,166.33</u>	<u>125,203.76-</u>	<u>299,896.48</u>
2020 024 ROAD & BRIDGE #4				
CASH/ASB	81,754.89	106,060.56	120,307.56-	67,507.89
CASH/LATRD4	75,055.16	.00	.00	75,055.16
FUND TOTALS	<u>156,810.05</u>	<u>106,060.56</u>	<u>120,307.56-</u>	<u>142,563.05</u>
2020 025 ROAD & BRIDGE #5				
CASH/AIM	11,668.13	8,260.11	17,238.22-	2,690.02

### Pledge Inventory Report

Aimbank  
 Littlefield, TX  
 FROM 8/1/2020 TO 8/31/2020

Customer ID: 33584  
 Report Date: 8/25/2020  
 PAS Rep: Tracy Kwiatkowski  
 Account Rep: Scott Adams

Cuslp	Description	Maturity/Refunded Dt	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name	Group	Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: HAA1118 - HOCKLEY COUNTY							
3136AXZB4	FNM17061 NB	11/25/2045	HTM	NA	8/24/2020	5,000,000.00	3,551,087.12
1167397	TIB - The Independent Bankers Bank	CMO	3.00000	Nr	25.25	3,592,961.95	3,737,730.04
3137FNGF1	FHL4910 DA	03/15/2049	AFS	NA	8/24/2020	5,000,000.00	4,776,505.94
1207352	TIB - The Independent Bankers Bank	CMO	3.00000	Nr	28.56	4,671,018.75	4,923,837.55
743600G28	PROSPER TEX INDPT SC	02/15/2049	AFS		8/24/2020	5,000,000.00	5,968,323.13
1226169	TIB - The Independent Bankers Bank	MUN	5.00000	Aaa	28.48	5,000,000.00	6,379,200.00
882854Q70	TEXAS WATER DEV BRD	04/15/2049	AFS	AAA	8/24/2020	10,000,000.00	11,126,839.36
1227893	TIB - The Independent Bankers Bank	MUN	5.00000		28.64	10,000,000.00	12,662,000.30
4	Total Pledged: HAA1118 - HOCKLEY COUNTY					25,000,000.00	25,422,755.55
						23,263,980.70	27,702,767.89

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

# Pledge Inventory Report

Aimbank  
 Littlefield, TX  
 FROM 9/1/2020 TO 9/30/2020

Customer ID: 33584  
 Report Date: 9/30/2020  
 PAS Rep: Tracy Kwiatkowski  
 Account Rep: Scott Adams

Cusip Ticket	Description Location Code/Name	Maturity/Refunded Dt Group	Intent Coupon	S&P Moody	Market Price DI Maturity (Yr)	Original Face Par	Book Value Market Value
Pledged: HAA1118 - HOCKLEY COUNTY							
3136AXZB4 1167397	FNM17061 NB TIB - The Independent Bankers Bank	11/25/2045 CMO	HTM 3.00000	NA Nr	9/23/2020 25.17	5,000,000.00 3,549,903.30	3,509,220.15 3,693,574.28
3137FNGF1 1207352	FHL4910 DA TIB - The Independent Bankers Bank	03/15/2049 CMO	AFS 3.00000	NA Nr	9/23/2020 28.47	5,000,000.00 4,635,240.40	4,737,386.38 4,888,640.28
743600G28 1228169	PROSPER TEX INDPT SC TIB - The Independent Bankers Bank	02/15/2049 MUN	AFS 5.00000	Aaa	9/23/2020 28.40	5,000,000.00 5,000,000.00	5,959,925.48 6,317,250.05
882854Q70 1227893	TEXAS WATER DEV BRD TIB - The Independent Bankers Bank	04/15/2049 MUN	AFS 5.00000	AAA	9/23/2020 28.56	10,000,000.00 10,000,000.00	11,117,335.72 12,723,799.90
4	Total Pledged: HAA1118 - HOCKLEY COUNTY					25,000,000.00 23,185,143.70	25,323,867.73 27,623,264.51

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

# Pledge Inventory Report

Aimbank  
 Littlefield, TX  
 FROM 7/1/2020 TO 7/31/2020

Customer ID: 33584  
 Report Date: 7/29/2020  
 PAS Rep: Tracy Kwiatkowski  
 Account Rep: Scott Adams

Cusip Ticket	Description Location Code/Name	Maturity/Refunded Dt Group	Intent Coupon	S&P Moody	Market Price Dt Maturity (Yr)	Original Face Par	Book Value Market Value
Pledged: HAA1118 - HOCKLEY COUNTY							
3136AXZB4 1167397	FNM17061 NB TIB - The Independent Bankers Bank	11/25/2045 CMO	HTM 3.00000	NA Nr	7/24/2020 25.34	5,000,000.00 3,636,276.85	3,593,333.32 3,785,637.39
3137FNGF1 1207352	FHL4910 DA TIB - The Independent Bankers Bank	03/15/2049 CMO	AFS 3.00000	NA Nr	7/24/2020 28.64	5,000,000.00 4,705,562.05	4,814,233.66 4,923,370.94
743600G28 1226169	PROSPER TEX INDPT SC TIB - The Independent Bankers Bank	02/15/2049 MUN	AFS 5.00000	Aaa	7/24/2020 28.56	5,000,000.00 5,000,000.00	5,976,916.25 6,396,250.15
882854Q70 1227893	TEXAS WATER DEV BRD TIB - The Independent Bankers Bank	04/15/2049 MUN	AFS 5.00000	AAA	7/24/2020 28.73	10,000,000.00 10,000,000.00	11,136,758.54 12,740,200.00
4	Total Pledged: HAA1118 - HOCKLEY COUNTY					25,000,000.00 23,341,838.90	25,521,241.77 27,845,458.48

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

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

**CDs**

3rd Qtr	Purchase Date	Account	Bank	Beginning Amount	Maturity Date	APR	Interest Paid	Month's Interest Earned	Current Balance
July	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$35.87	\$39,713.78
August	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$37.10	\$39,750.88
Sept	2011-11-28	060-I&S Hosp. Bd.	Aim	\$36,481.21	11/28/20	1.10%	Monthly	\$37.14	\$39,788.02
July	2017-02-14	011-AdValorem	Aim	4,000,000.00	2/14/21	1.50%	Monthly	\$5,230.82	\$4,248,001.50
August	2017-02-14	011-AdValorem	Aim	4,000,000.00	2/14/21	1.50%	Monthly	\$5,411.83	\$4,253,413.33
Sept	2017-02-14	011-AdValorem	Aim	4,000,000.00	2/14/21	1.50%	Monthly	\$5,418.73	\$4,258,832.06
<b>Quarter Investment Totals</b>								<b>\$16,171.49</b>	

---

Hear public assistance report for approval and denials from Rebecca Currington, Public Assistance Administrator for November 2020.



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 November 2020.

**APPROVED APPLICANTS**

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Martina Martinez	512 14 <sup>th</sup> St. Unit A	Levelland	\$75.00	\$75.00
Jovana Rincon	305 16 <sup>th</sup> St.	Levelland	\$225.00	\$225.00
Joaquin Salazar	205 Magnolia	Levelland	450.00	450.00

**DENIED APPLICANTS**

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.
- Other reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Colt Orman	1703 9th St.	Levelland

**PAUPER CREMATION APPROVALS**

<u>APPLICANT/DECEASED</u>	<u>PHYSICAL ADDRESS</u>	<u>CITY</u>	<u>AMOUNT</u>

---

Motion by Judge Baldrige, second by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners Court approved amendment to the Indigent Healthcare Solutions contract to enable Medicaid eligibility search on clients applying for any program for which they may be Medicaid eligible. As per amendment to non-exclusive license agreement recorded below.

## **AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT**

This is an amendment ("Amendment") to the Non-Exclusive License Agreement ("NELA") by and between Indigent Healthcare Solutions, Ltd. ("IHS") and Hockley County, Texas ("County"), effective upon execution.

IHS offers to provide, and County desires to obtain, the additional services described in this Amendment, for which the parties agree as follows:

### **1. MEDICAID ENROLLMENT STATUS SERVICE**

(a) For each Texas Indigent Health Care Act ("Act") client or potential client of County designated by County ("Status Subject"), IHS will determine whether the Status Subject is currently enrolled to receive federal Medicaid assistance ("Medicaid Eligibility Status Services").

(b) County is responsible for providing information regarding Status Subject ("Status Subject Information") that is necessary for the enrollment status determination; IHS is not responsible for collecting or verifying Status Subject Information, or for the accuracy of the Status Subject Information provided by County. The Status Subject Information provided by County for each Status Subject shall include the information identified in **Attachment A** hereto, and such other information or data as may be necessary or appropriate to the provision of such Service from time to time.

(c) Based on the Status Subject Information, IHS will determine by inspection of appropriate Medicaid or other third-party records whether Status Subject is enrolled to receive Medicaid assistance, and will report such status to County within 5 business days of a request by County for such determination.

(d) The fee for the Medicaid Enrollment Status Service shall be 50 cents (\$0.50) per determination per Status Subject. Each distinct determination by IHS of a Status Subject's enrollment status shall be considered a separate status service transaction for billing purposes, whether such distinct determinations are a result of requests made by County at different times; sequential requests made by County because previously provided Subject Information was inaccurate, incomplete or otherwise inadequate to permit an enrollment status determination by IHS; or any other reason not the fault of IHS;

(e) IHS will invoice County monthly for Medicaid Enrollment Status Services. Payment by County shall be due at IHS's offices at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, no later than thirty (30) days from the date of the invoice. Failure of County timely to remit payment in full may result in suspension or termination by IHS of this service, at IHS's sole option.

### **2. NO THIRD-PARTY BENEFICIARIES**

(a) THIS AGREEMENT IS NOT INTENDED TO BE, AND SHALL NOT BE OR BE CONSTRUED TO BE, A THIRD-PARTY BENEFICIARY CONTRACT. NO ENROLLMENT SUBJECT IS INTENDED BY EITHER PARTY TO BE, OR SHALL BE, A THIRD-PARTY BENEFICIARY OF THE MEDICAID ENROLLMENT STATUS SERVICE PROVIDED TO COUNTY HEREUNDER.

(b) Both parties recognize and agree that County may financially benefit in the form of saved or avoided financial obligations to persons otherwise qualified to be County Indigent Health Care Act clients if such persons are eligible to receive, and are enrolled and do receive, Medicaid assistance. The services to be provided by IHS to County hereunder are intended to be, and are, solely to assist County with regard to meeting its obligations to provide indigent or other health care to county residents under applicable Texas law, and, where feasible, to conserve limited County financial resources available for such purposes by identifying persons eligible for alternative financial and medical assistance under the Medicaid program.

(c) IHS's agreement to provide the services hereunder is solely with County and for its benefit, and IHS's sole obligations hereunder are to County. Any benefit, direct or indirect, that may be conferred on or realized by a Status Subject by reason of or resulting from the Enrollment Status Service provided by IHS to County is purely incidental to IHS's performance of services to County hereunder.

(d) That there are and will be no third-party beneficiaries to this Amendment is a material element of the Amendment, and is a material inducement to IHS to enter into this agreement for services and to provide such services to County, without which IHS would not have agreed to provide such services.

### **3. TERM; TERMINATION**

(a) This Amendment shall have a term commensurate with the term of the DPSA unless earlier terminated under subsection (b) below; and shall terminate automatically and simultaneously upon termination of the DPSA for any reason, unless otherwise agreed in writing by the parties

(b) This Amendment may be terminated by either party at any time by giving at least sixty (60) days' written notice to the other; provided, that if any change in relevant law or regulation makes the service unlawful or would subject either party to potential legal liability of any kind, or would impose on either party legal duties or consequences that, in the sole judgment of that party, render the Service undesirable or infeasible, this Agreement may be terminated immediately. Termination by either party shall not, however, relieve County of its obligation to pay for services rendered prior to the termination, and fees accrued.

(c) If County terminates this Amendment for any reason, any Medicaid Enrollment Status Service begun by IHS for any Status Subjects as of the date termination notice is received by IHS, IHS shall complete determination of the enrollment status of such Status Subjects, and County shall be responsible for the fee for that service for each such Status Subject.

(d) If IHS terminates this Amendment for any reason,

(i) IHS shall complete any Medicaid Enrollment Status Service requests made by County before the date of termination stated in the termination notice, and County shall remain responsible for associated applicable fees; but

(ii) IHS shall not be required to accept any additional service requests after the time termination notice is given by IHS.

**4. DISCLAIMER OF WARRANTIES**

IHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE MEDICAID ENROLLMENT STATUS SERVICE THAT ARE NOT EXPRESSLY PROVIDED IN THIS AMENDMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE. IHS MAKES NO REPRESENTATIONS REGARDING THE FITNESS FOR USE FOR ANY PURPOSE OF ANY INFORMATION OR DATA PROVIDED TO COUNTY BY IHS IN THE RENDERING OF THE SERVICE. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. BECAUSE PERFORMANCE OF THE SERVICE BY IHS DEPENDS ON THIRD-PARTY DATA AND PROCESSES, SUCH AS BUT NOT LIMITED TO U.S. GOVERNMENT DATA AND PROCESSES, AND OTHER THIRD-PARTY ASSISTANCE PROVIDED TO IHS, IHS CANNOT AND DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL BE ACCURATE, CURRENT, UNINTERRUPTED OR ERROR-FREE; AND IN PARTICULAR DOES NOT WARRANT THAT ANY INFORMATION OR DATA ACCESSED BY IHS IN THE PROVISION OF THE SERVICES OR PROVIDED BY IHS TO COUNTY THROUGH THE SERVICE WILL BE ACCURATE OR CURRENT.

**5. DISCLAIMER AND LIMITATION OF LIABILITY**

NEITHER IHS NOR ANY OF ITS OFFICERS, EMPLOYEES, OWNERS OR OTHER PRINCIPALS, AGENTS OR REPRESENTATIVES, NOR ANY AFFILIATED, PARENT OR SUBSIDIARY ENTITIES, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM COUNTY'S USE OF THE SERVICE OR ANY DATA OR INFORMATION PROVIDED BY IHS. COUNTY'S SOLE REMEDY FOR BREACH OF THIS AMENDMENT AGREEMENT BY IHS SHALL BE TERMINATION AS PROVIDED HEREIN.

**6. OTHER TERMS OF DATA PROCESSING**

The provisions of the NELA shall apply to the Services to be provided by IHS hereunder, except to the extent any such NELA provision conflicts with an express provision of this Amendment, in which case the provision in this Amendment shall control.

*[This space intentionally left blank.]*

**ATTACHMENT A**

**To Amendment to Non-Exclusive License Agreement**

**Name  
Address  
Telephone  
Gender  
Date of Birth  
Social Security Number  
Amount Paid for Fiscal Year  
Client Number  
Beginning Eligibility Date  
Ending Eligibility Date**

**APPROVALS**

IN WITNESS WHEREOF, we have executed this Agreement as of the 3<sup>rd</sup> day of November, 2020.

COUNTY

BY: Sharla Baldrige

NAME PRINTED: Hon. Sharla Baldrige

TITLE: Hockley County Judge

DATE: 11-31-2020

IHS

BY: [Signature]

NAME PRINTED: Robert Baird

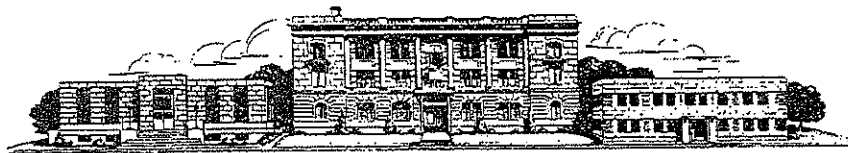
TITLE: President

DATE: 11-19-20

---

Motion by Commissioner Carter, second by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners Court approved the Participation Letter for planning assistance with TWDB Flood Infrastructure Fund Category 1 with the City of Lubbock, which is tabled item number 3 from a previous agenda dated November 9, 2020. As per letter recorded below.





## HOCKLEY COUNTY

Levelland, Texas

**Sharla Baldrige**  
County Judge

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

November 30, 2020

Josh Kristinek, P.E.  
Assistant City Engineer  
City of Lubbock  
1314 Ave. K  
Lubbock, Texas 79401

Re: Flood Protection Planning Activities, Abridged Application #13797 – Intent to Participate

Dear Mr. Kristinek:

I am writing to express the intent of Hockley County to participate with the City of Lubbock in the planning study proposed by the City pursuant to a Flood Infrastructure Fund Category 1 grant application.

We appreciate the opportunity to cooperate with you to address regional flood control needs in the area. Per our recent conversations with a representative of the City, we anticipate that Hockley County will participate in the planning process by providing relevant and readily available data, historical flood damage information, providing comments to the drainage study, and/or helping disseminate information to the general public.

We look forward to working with you on this planning study.

Sincerely,

A handwritten signature in cursive script that reads "Sharla Baldrige". The signature is written in dark ink and is positioned above the printed name and title.

Sharla Baldrige  
Hockley County Judge

## Christina Lopez

---

**From:** Sharla Baldrige  
**Sent:** Thursday, November 12, 2020 5:09 PM  
**To:** Christina Lopez  
**Subject:** FW: Notification letter of Application for Planning Assistance with TWDB Flood Infrastructure Fund Category 1  
**Attachments:** Template\_Participant\_Letter\_Lubbock.docx

Now I guess he wants us to do this. I thought he said he was a long way from being ready for us to do the participation letter. Anyhow, put this on the next agenda as an action item please.

**From:** Josh Kristinek [mailto:JKristinek@mail.ci.lubbock.tx.us]  
**Sent:** Thursday, November 12, 2020 4:56 PM  
**To:** Sharla Baldrige <sbaldrige@hockleycounty.org>  
**Subject:** RE: Notification letter of Application for Planning Assistance with TWDB Flood Infrastructure Fund Category 1

Sharla,

Please see the attached participation letter to be filled out and return on Hockley County Letter head preferred, and I apologize for not sending that document with my initial letter.

Thanks,

Josh Kristinek, P.E.  
Assistant City Engineer  
Engineering - Capital Projects and Design  
City of Lubbock  
1314 Ave K  
Lubbock, Texas 79401  
(806) 775-3397



**From:** Sharla Baldrige <sbaldrige@hockleycounty.org>  
**Sent:** Wednesday, November 04, 2020 3:36 PM  
**To:** Josh Kristinek <JKristinek@mail.ci.lubbock.tx.us>  
**Subject:** Notification letter of Application for Planning Assistance with TWDB Flood Infrastructure Fund Category 1

Dear Mr. Kristinek:

I am in receipt of the captioned letter. However, I do not see an attached Participation Letter as indicated in your mailing. Could you please email me the Participation Letter?

Thank you,

---

*Sharla Baldridge*  
**Hockley County Judge**  
**802 Houston St., Ste. 101**  
**Levelland, Texas 79336**  
**(806) 894-6856**  
**(806) 894-6820 FAX**  
**[sbaldridge@hockleycounty.org](mailto:sbaldridge@hockleycounty.org)**

**WARNING: This message was sent from outside the City of Lubbock's email system.  
It could contain harmful attachments or links to harmful web pages.**

---

Josh Kristinek, P.E.  
Assistant City Engineer  
City of Lubbock  
1314 Avenue K  
Lubbock, Texas 79401

**Re: Flood Protection Planning Activities, Abridged Application #13797 - Intent to Participate**

Dear Mr. Kristinek:

I am writing to express the intent of the {Entity responding} to participate with the City of Lubbock (City) in the planning study proposed by the City pursuant to a Flood Infrastructure Fund Category 1 grant application.

We appreciate the opportunity to cooperate with you to address regional flood control needs in the area. Per our recent conversations with representative of the City, we anticipate that {Entity responding} will participate in the planning process by providing relevant and readily available data, historical flood damage information, providing comments to the drainage study, and/or helping disseminate information to the general public.

We look forward to working with you on this planning study.

Sincerely,

Signer  
Title  
Entity Responding  
Entity Contact Information

---

Motion by Commissioner Barnett, second by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners Court approved the allocation of surplus materials from TxDot for the 2021 County Assistance Program and participation in the Local Government Assistance Program. As per letter recorded below.



**HOCKLEY COUNTY**  
Levelland, Texas

**Sharla Baldrige**  
County Judge

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

November 30, 2020

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

Dear Mr. Barrera:

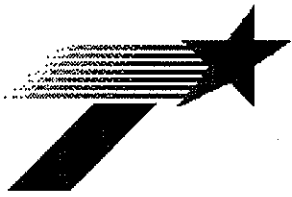
Hockley County is requesting the allocation of surplus materials from the Texas Department of Transportation for the 2021 County Assistance Program defined under the rules of TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule § 29.3 (43TAC. § 29.3), the Local Government Assistance Program and the new Rider 19 to the appropriation bill, House Bill number 1 (HB1) which passed the 86th Legislative session.

Thank you on behalf of the Commissioner Court of Hockley County.

Sincerely,

A handwritten signature in cursive script that reads "Sharla Baldrige".

Sharla Baldrige  
Hockley County Judge



## **Texas Department of Transportation**

135 Slaton Road  
Lubbock, TX 79404-5201

November 18, 2020

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

Dear Judge Baldrige:

This letter addresses the Fiscal Year 2021 implementation of the County Assistance Program defined under the rules of TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule § 29.3 (43TAC. § 29.3), the Local Government Assistance Program and the new Rider 19 to the appropriation bill, House Bill number 1 (HB1) which passed the 86th Legislative session.

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

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

During the recent 86th Legislative Session, Rider 19 was also authorized. Rider 19 allows TxDOT to provide expert advice to cities related to roadway maintenance issues. In addition, if after satisfying the County Assistance Program, State surplus materials are still available, this material may be distributed to either cities or counties. Unlike the County Assistance program, the Local Government Assistance program prohibits the purchase of new materials. Only surplus material will be available for distribution under this program.

Requests for material to be distributed in accordance with House Bill 1 and Rider 19 during fiscal year 2021 should be submitted in writing within 45 days of the date of this letter. The written request should be submitted to: Texas Department of Transportation Attn. David Barrera, 135 Slaton Road, Lubbock, TX 79404-5201. Material allocations not requested by Hockley County within the 45 day timeframe will be made available to other counties. The amount allocated to Hockley County for Fiscal Year 2021 is \$20,730.00.

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

Sincerely,

*David Barrera*

David Barrera.  
Lubbock District Administrator

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



---

Motion by Commissioner Thrash, second by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners Court approved a road crossing for McCurdy Energy LLC to lay, construct, operate and maintain one pipeline under and across certain county roads situated in Hockley County on El Paso Road in Precinct 4. As per petition and order recorded below.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF McCurdy Energy LLC, FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, McCurdy Energy LLC, a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain One pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Produced water from the Petitioner's sources of supply to Petitioner's markets.

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

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

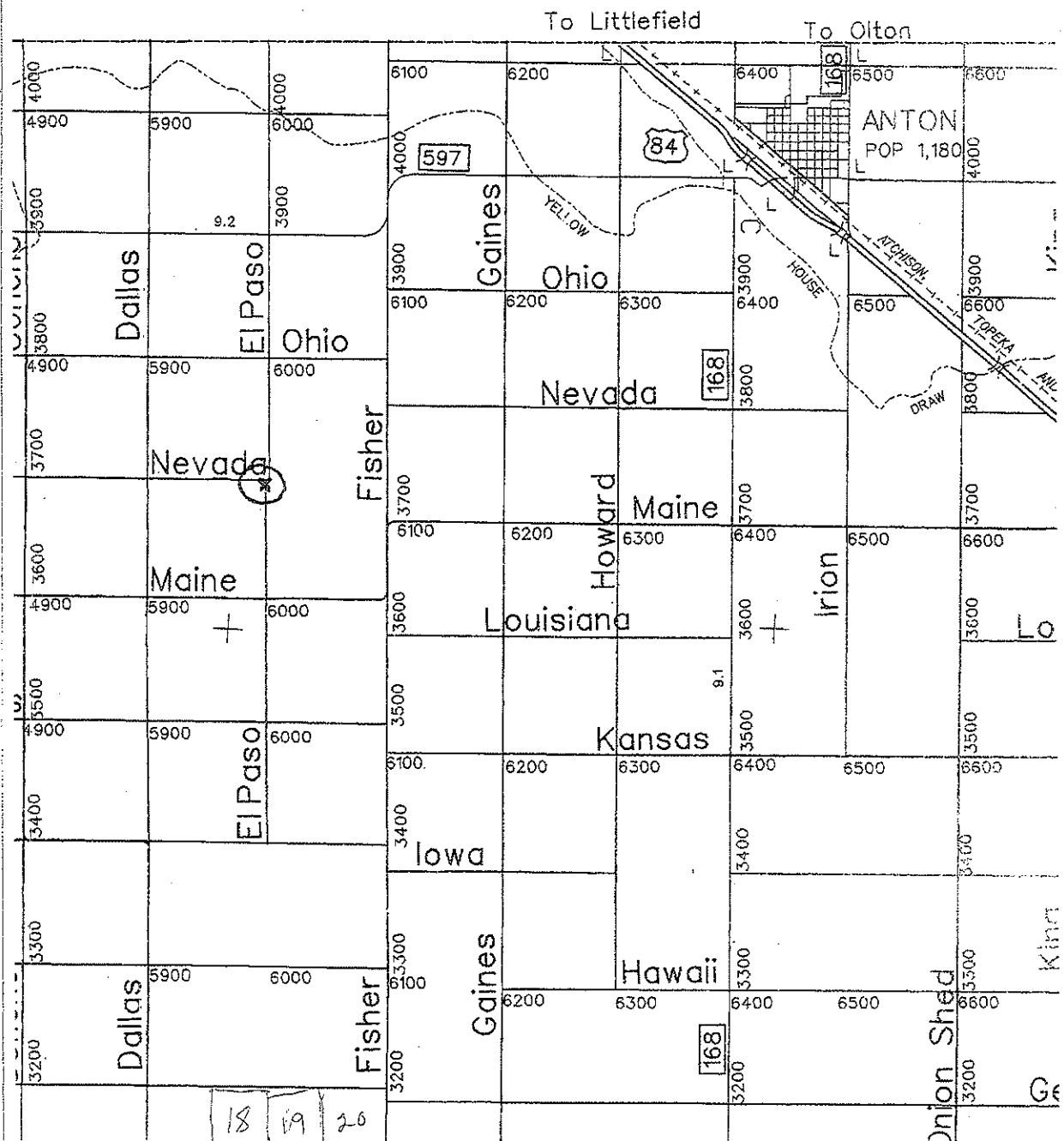
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A"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

DATED this 23rd day of November, 2020.

BY Dwayne Sneed

# Y 9-1-1

EXHIBIT "A"





Flatland Energy Services, LLC  
223 W. Wall Street, Suite 206  
Midland, TX 79701

EXHIBIT B

November 25, 2020

RE: Bore CR 3900, Hockley County, TX

The Honorable Board of County Commissioners of Hockley County, Texas  
802 Houston St #102  
Levelland, TX 79336

Dear Board of County Commissioners,

We plan to cross County Road 3900 (El Paso Road) with 4" .375 wall casing. We will run 2" HDPE 4710 SDR-11 through the casing. We will install the casing where the top of the pipe is, at least 5' beneath the center of the road. We will have a traffic control plan and will follow TXDOT guidelines for marking.

Thank you,

John Hall

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF S.K. ROGERS FOR AUTHORITY TO USE A  
PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of McCURDY ENERGY LLC, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, McCURDY ENERGY LLC, is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

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

Shada Biddridge  
County Judge

Curtis Threlkeld  
Commissioner, Precinct No. 1

Randy Curtis  
Commissioner, Precinct No. 2

11-30-2020  
Date

J. L. Barnett  
Commissioner, Precinct No. 3

Absent  
Commissioner, Precinct No. 4

---

Motion by Commissioner Thrash, second by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners Court awarded the bid to **McHam** to reclaim and widen to 28 feet, to sealcoat to 24 feet with 2 shots of oil and rock from the intersection of Oxen Road and Foster Road to 1.5 miles East and for hauling approximately 6,000 yards of caliche from the pit in Precinct 3 to Foster Road in Precinct 1 and to be completed no later than September 30, 2021. As per bid recorded below.

**BID FORM**

**HOCKLEY COUNTY, TEXAS**

**DATE** 11-30-20

**DESCRIPTION** Widen Foster Road to 28' use 6,000 yards of base from precient to build 24' by 1.5 mile road and two coat chip seal.

**ITEMS:** subgrade widen to 28 ft, base 24ft by 1.5 mile and chip seal.

**YEAR** Complete by July 21 or much sooner weather permitting.

**GROSS BID** \$379,845.00

**DISCOUNT (If Any)** 0

**NET BID F.O.B.** ?????????

**HOCKLEY COUNTY, TEXAS** Foster Road 1.5 miles

**EFFECTIVE DATE** 11-30-20

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

**Variances from specifications (If Any)** NONE

**Signature of Authorized Representative** 

**Name of Company** DPRMCHAM

**DATE** 11-30-20  
**COUNTY JUDGE, HOCKLEY COUNTY**

**BID FORM**

**HOCKLEY COUNTY, TEXAS**

**DATE** 11/25/2020

**DESCRIPTION** Widen 1.5 miles of road, two course surface treatment, haul base

**ITEMS:** Widening, grading, hauling, priming, seal coating

**YEARS** 12/2020 - 9/2021

**GROSS BID** \$475,979.00

**DISCOUNT (If Any)** \$15,000 + \$17,000 (see variances)

**NET BID F.O.B.**  
**HOCKLEY COUNTY, TEXAS** \$443,979.00 if discounts applied

**EFFECTIVE DATE** 11/30/2020 - 9/30/2021

**I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.**

**Variances from specifications (If Any)** The following items are included in the gross bid amount: Traffic Control - \$15,000, Prime Coat - \$17,000  
Should traffic control and/or prime coat not be required or minimized the discount would be applied.

**Signature of Authorized Representative**   
Managing Partner

**Name of Company** Ridgeback Asphalt, LLC david@ridgebackasphalt.com  
19 W Beaugard Ave. (325) 757-1005  
San Angelo, TX 76903

**DATE** \_\_\_\_\_  
\_\_\_\_\_ COUNTY JUDGE, HOCKLEY COUNTY



**BID FORM**

**HOCKLEY COUNTY, TEXAS**

**DATE** 11-30-20

**DESCRIPTION** Widen Foster Road to 28' use 6,000 yards of base from precient to build 24' by 1.5 mile road and two coat chip seal.

**ITEMS:** subgrade widen to 28 ft, base 24ft by 1.5 mile and chip seal.

**YEAR** Complete by July 21 or much sooner weather permitting.

**GROSS BID** \$379,845.00

**DISCOUNT (If Any)** 0

**NET BID F.O.B.** ????????

**HOCKLEY COUNTY, TEXAS** Foster Road 1.5 miles

**EFFECTIVE DATE** 11-30-20

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

**Variances from specifications (If Any)** NONE

**Signature of Authorized Representative** Quinton Bounds

**Name of Company** DPRMCHAM

**DATE** 11-30-20

**COUNTY JUDGE, HOCKLEY COUNTY**

DPR McHam  
3659 S State Rd 303  
Levelland Tx 79336

P.O. 1345 <sup>OR</sup> Levelland Tx 79336

Cell 806-241-7274  
Office 806 229 3921

Justin. Bounds@dprMcHam.com



November 25, 2020

**RE: HOCKLEY COUNTY PCT 1  
FOSTER ROAD REHAB**

We are submitting this bid for earthwork services related to 1.5-miles of Foster Rd improvements, Hockley County, TX.

**TASK 1. PRE-GRADING/PROJECT PREPARATION ACTIVITIES**

More specifically:

- Install traffic control measures;
  - Traffic Control Contractor shall deliver traffic control items and setup all traffic control items consistent with “Road Closure” criteria;
    - During project, local commercial and residential traffic only will be allowed within the project limits to access their residence or business;
    - Project will be closed to thru traffic;
  - Traffic control items will be picked up after project is complete;
  - Scope of Work assumes 2-month project duration with one (1) mobilization and one (1) service call;
- Construction staking;
  - Land Surveyor shall survey the edges of the existing road and calculate a road centerline;
  - Land Surveyor shall stake the centerline and proposed edges of the project;
  - Number of staking points will be determined by the Contractor and only consist of points necessary for Contractor to stay on alignment;
  - Staking does not include right-of-way boundaries;
- It is our estimation that this task will take approximately **4 to 6 days** to complete.

**TASK 2. SUBGRADE IMPROVEMENTS**

More specifically:

- Grub vegetation from existing road shoulders;
- Reclaim the existing paved surface by utilizing a Rotary Mixer along the 1.5-mile long x 18 ft wide existing paved area;
- Blade the elevation of the road down adequate to yield an approximate 28 ft wide surface;
- Water, process and compact subgrade;
- Import no more than 6,000 cubic yards of crushed caliche base from the Hockley County Precinct 3 Pit;



- Overlay imported caliche base to yield an approximate 8-inch thickness (before compaction) over the 1.5-mile long x 28 ft wide project;
- Water, process and compact subgrade;
- Import approximately 500 cubic yards from the total of 6,000 cubic yards of crushed caliche base from the Hockley County Precinct 3 Pit;
- Overlay the 1,200 linear feet x 28 ft wide segment of road that extends through the existing lake bottom to yield an additional 4-inch thickness (before compaction);
- Overlay existing private driveways within the County Right-of-Way only to yield a 4-inch thickness (before compaction);
- Water, process and compact subgrade;
- It is our estimation that this task will take approximately **8 to 10 weeks** to complete.

### **TASK 3. PAVING IMPROVEMENTS**

This task consists of the performance of a 2-course penetration over a 1.5-mile long x 24 ft wide project.

More specifically:

- Shoot 0.30 of prime oil on the prepared base;
  - Allow 48 hours for set up/curing;
  - The prime oil will be shot to cover 27 feet wide of surface along 1.5-mile of length; The prime oil will be lightly swept for any dust or mud before the 2 course is applied;
- Perform 2-course penetration using approximately 450 cubic yards of seal coat rock;
  - 2-course (rock) will cover 24 ft wide along 1.5-mile of the roadway;
  - Each course of rock will be rolled using a pneumatic rubber tire roller;
- Drag broom rock if need be and spot treat if necessary;
- Clean up any excess rock from roadway and dispose as appropriate;
- It is our estimation that this task will take approximately **4 to 6 days** to complete.

Only the Scope of Work explicitly described above will be performed for this project. If additional services are required, they can be performed at our then current hourly rates. Exhibits have been included with this proposal for general illustrative purposes only. All boundaries should be considered approximate. Neither the proposal nor the exhibits are intended to be stand-alone documents.

### **ASSUMPTIONS:**

The following assumptions were made during preparation of this proposal:

- Contractor (Tony's Oilfield Services) shall furnish materials necessary for construction consisting of:



- Fresh water required for construction;
- Seal coat rock;
- Prime oil;
- Emulsified asphalt (CRS2);
- All equipment necessary to perform scope of work;
- Contractor shall furnish the following services necessary for the project:
  - Surveyor as needed to maintain road alignment during project;
  - Traffic Control Contractor necessary for road closure(s) during project;
- Customer (Hockley County) shall furnish the following items necessary for the project:
  - Access to the entire project;
  - Notice to residents/businesses along project of project activities;
  - Caliche base from Precinct 3 Pit, at no cost to the Contractor;
- No export will be required for the project;
- No inspector affiliated and/or representing Hockley County will be furnished/assigned to the project to advise/consult/steer or otherwise direct Contractor as it relates to Scope of Work;
- No density testing or material lab analysis will be performed;

**PROJECT FEE SUMMARY**

TASK	FEE
TASK 1. PRE-GRADING/PROJECT PREP	\$12,220.00
TASK 2. SUBGRADE IMPROVEMENTS	\$219,840.00
TASK 3. PAVING IMPROVEMENTS	\$223,275.00
<b>TOTAL:</b>	<b>\$455,335.00</b>

**TERMS:**

Invoice(s) for the scope of work covered under this proposal will be submitted based on a "Per Task" completion. The payment term for each invoice will be "Net 30 days."

If you have any questions or need any additional information regarding this proposal, please do not hesitate to contact me.

Sincerely

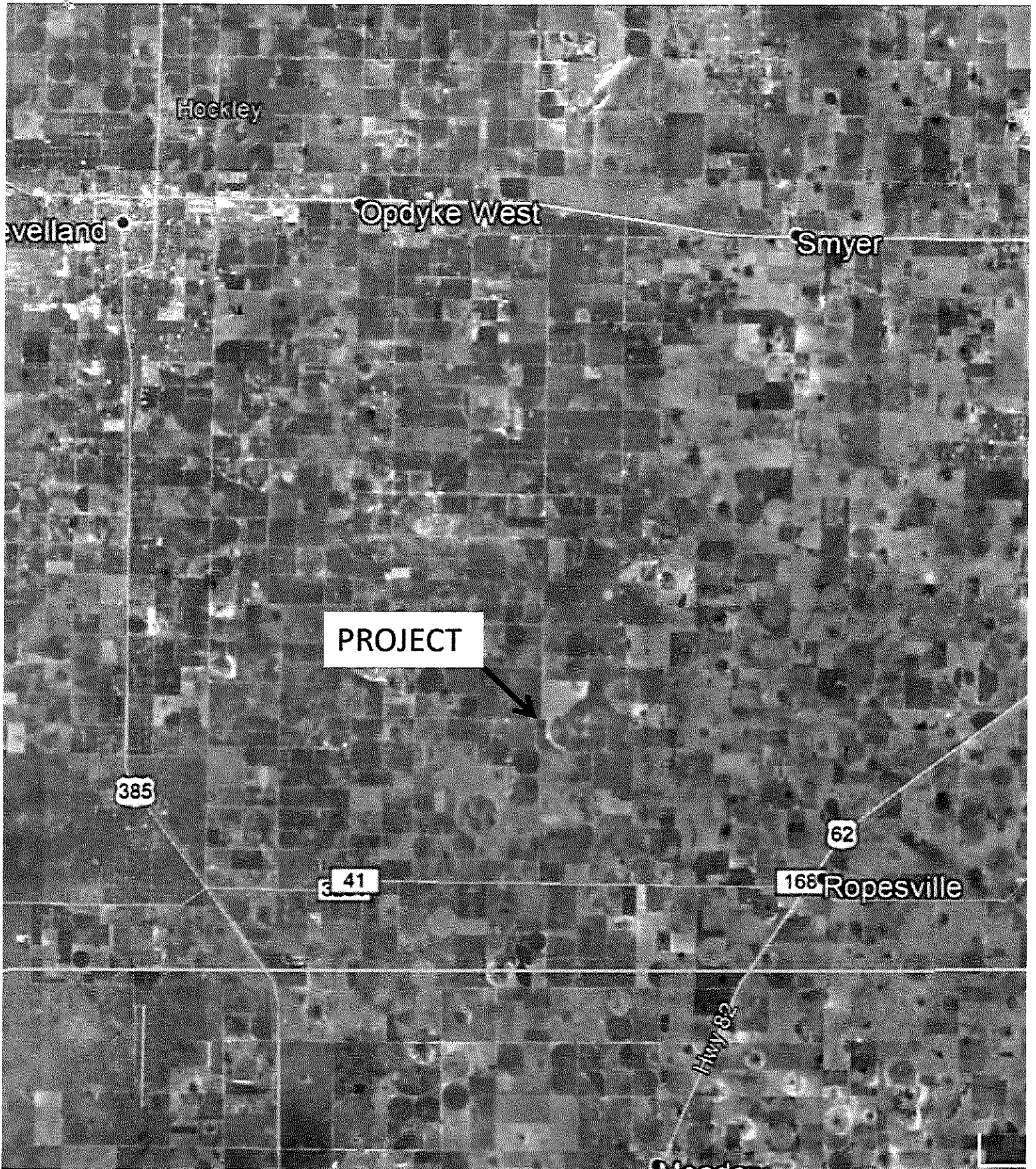
**TONY'S OILFIELD SERVICES, INC.**

Rory Malouf

Phone (806) 893-3078

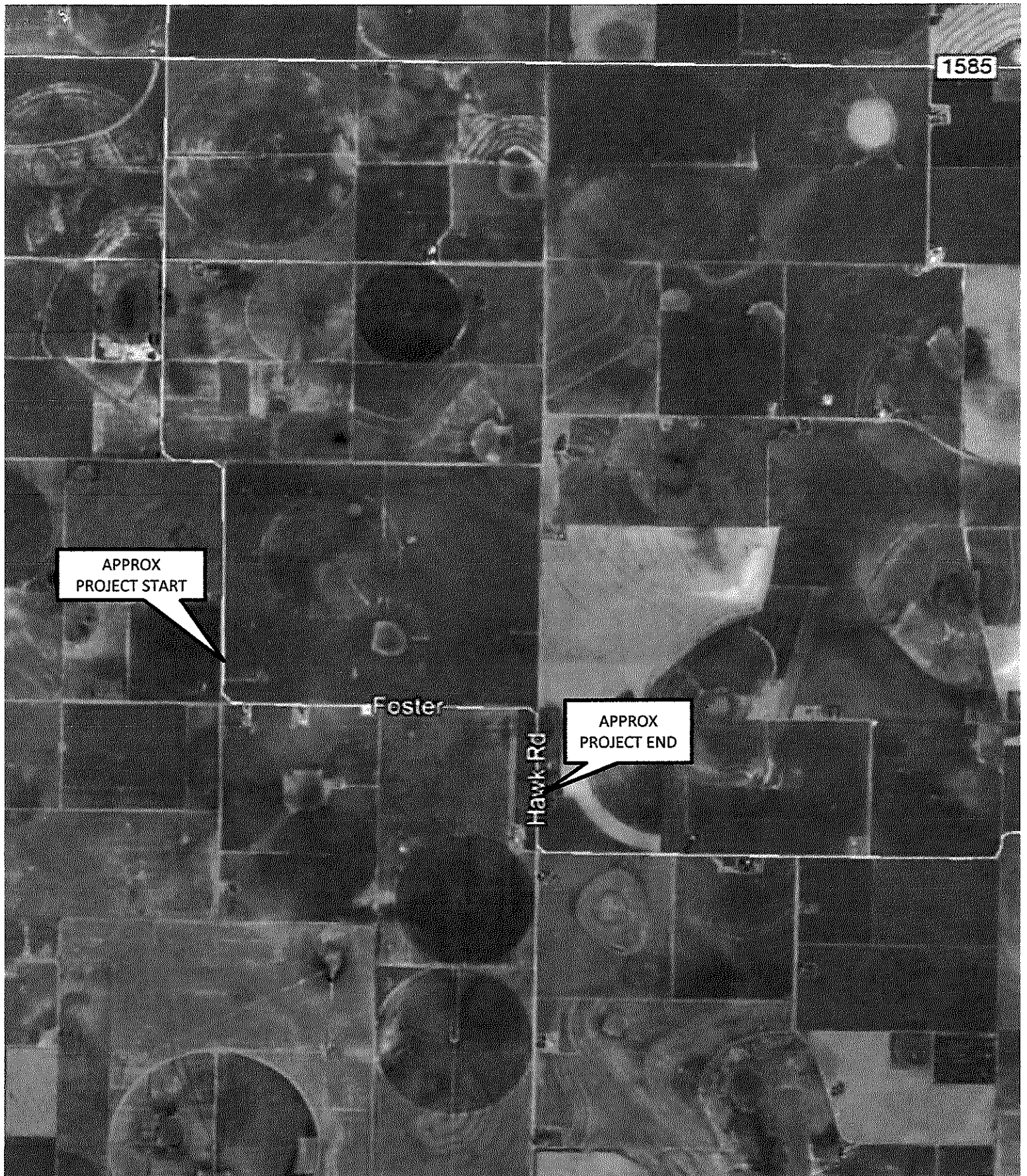
Fax (806) 568-3478

Email [romalouf@hotmail.com](mailto:romalouf@hotmail.com)



**PROJECT: FOSTER ROAD WIDENING AND REHAB (1.5 MILE)**

**LOCATION: HOCKLEY COUNTY, TX**



**PROJECT: FOSTER ROAD WIDENING AND REHAB (1.5 MILE)**

**VICINITY: SOUTH OF FM 1585 EAST OF SH 385**

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 11/30/2020

DESCRIPTION PCT 1 - FOSTER RD WIDEN + PAVE

ITEMS: ROAD WORK

YEARS 2021

GROSS BID \$455,335.00

DISCOUNT (If Any) N/A

NET BID F.O.B.  
HOCKLEY COUNTY, TEXAS \$455,335.00

EFFECTIVE DATE AWARD DATE - 9/3/21

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variations from specifications (If Any) SEE ATTACHED

Signature of Authorized Representative Tony Maloy

Name of Company TONY'S OILFIELD SERVICES, INC.

DATE \_\_\_\_\_

\_\_\_\_\_  
COUNTY JUDGE, HOCKLEY COUNTY

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 30<sup>th</sup> day of November, A. D. 2020, was examined by me and approved.

Curtis Thomas  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner, Precinct No. 3

Ramy Cauto  
Commissioner, Precinct No. 2

Absent  
Commissioner, Precinct No. 4

Shirley Buldrige  
County Judge

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

