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

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on Monday, the 25th day of July, 2022 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 at 9:00 a.m. on Monday, July 18, 2022 and then for the Regular Meeting held at 10:00 a.m. on Monday, July 18, 2022.
- 2. Consider for approval all monthly bills and claims submitted to the Court and dated through July 25, 2022.
- 3. Consider and take necessary action to accept the resignation of Amy Varnado, Hockley County Extension Agent 4-H Youth Development, to be effective July 22, 2022.
- 4. Discussion and potential action to approve use of ARPA (American Relief Plan Act) in the amount of \$6,825.00 for software upgrade for the Hockley County Elections Office.
- 5. Consider and take necessary action to approve the software upgrade with Vista Solutions for the Hockley County Elections Office.
- 6. Consider and take necessary action to approve the appointment of Kirstie Middleton and Abel Perez to the Hockley County Juvenile Board.
- 7. Consider and take necessary action to approve the road crossing for Centurion Pipeline LP on America Road in Precinct 3.
- 8. Consider and take necessary action to approve the Final Plat of Wolfforth West, Lots 18-32, a Subdivision situated in Labor 1, League 6, Wilbarger County School Land, Abstract 145, Hockley County, Texas and located in Precinct 1.
- Consider and take necessary action to approve the Final Plat of Quail Ridge Addition, Lots 1-53 and Tracts "A" through "D", out of Labors 21 and 22, League 6, Wilbarger County School Land, Hockley County, Texas and located in Precinct 1
 FILED FOR RECORD
 AT O'CLOCK M.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

JUL 2 1 2022

BY: Marka Daldrudge, Sharla Baldridge, Hockley County Judge

County Clerk, Hockley County, Texas

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 21st day of July, 2022, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 21st day of July, 2022.

fennifer 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

REGULAR MEETING

JULY 25, 2022

Be it remembered that on this the 25th day of JULY A.D. 2022, there came on to be held a Regular Meeting of the Commissioners Court, and the court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldridge County Judge

Alan Wisdom Commissioner Precinct No. 1

Larry Carter Commissioner Precinct No. 2

Seth Graf ABSENT Commissioner Precinct No. 3

Thomas R "Tommy" Clevenger Commissioner Precinct No. 4

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

Motion by Judge Baldridge, second by Commissioner Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular Meeting of the Commissioner's Court, held on July 18, 2022, at 9:00 a.m., and the Regular Meeting held at 10:00 a.m. on Monday July 18, 2022 be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through July 25, 2022, A.D. be approved and stand as read.

Motion by Commissioner Carter, second by Commissioner Clevenger, 3 votes yes, 0 votes No, that Commissioners Court accepted the resignation of Amy Varnado, Hockley County Extension Agent 4-H Youth Development, to be effective July 22, 2022. As per letter recorded below.

July 14, 2022

Judge Sharla Baldridge Hockley County 802 Houston Street, Suite 101 Levelland, TX 79336

Dear Judge Baldridge,

l, Amy Varnado, do hereby tender this letter as notice of my resignation as County Extension Agent - 4-H Youth Development in Hockley County effective July 22, 2022. Having served Hockley County the past four years has been a rewarding, productive, and enjoyable experience.

As I prepare for my exit from extension and entrance into a new career field, I want to thank you for giving me this opportunity and I appreciate all the knowledge I have gained, relationships I have built, and training afforded to me.

Thank you again for all your support both professionally and personally over the last four years and I will genuinely miss serving the citizens of Hockley County.

Respectively submitted,

Amy Varnado

Motion by Commissioner Carter, second by Commissioner Clevenger, 3 votes yes, 0 votes no, that commissioners court approved the use of ARPA (American Relief Plan Act) in the amount of \$6, 825.00 for software upgrade for the Hockley County Elections Office. As per Order to approve use of ARPA Funds recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE USE OF ARPA FUNDS

The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that ARPA (American Rescue Plan Act) Funds shall be used to fund software upgrade for the Hockley County Elections Office.

	of July, 2022, upon motion by Commissioner, Commissioner, Jun my Cluster.
	Sharla Baldridge, Hockley County Judge
Alan Wisdom, Commissioner, Pct 1	James Courter, Commissioner, Pct 2
About Seth Graf, Commissioner, Pct 3	Tommy Clevenger, Commissioner, Pct 4

ATTEST:

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



Motion by Commissioner Clevenger, second by Commissioner Wisdom, 3 votes yes, 0 votes No, commissioners court approved the software upgrade with Vista Solutions for the Hockley County
Elections Office. As per VISTA recorded below

Vista^{sg}

Project Name: Hockley County Elections - dms3 - Elections Administrator Premier Bundle

Em: jrose@hockleycounty.org Ph: 806-894-1105

Approved Quotation

VistaSG Tax ID# 20-2204925

QuotelD: dms3_electbundle_HockleyCo06282022

Quote PM: bo_mc Quote Date: June 28, 2022 Quote Expires: July 22, 2022

634 Ave H, Ste. 103		Quote expires: July 2.	2, 1021
Levelland, TX 79336			
Licenses	QTY/HRS	UnitPrice	Total Du
nitial Subscription (registration and placement of licenses)			
Elections Administrator Package Bundle			
AutoTEAMSync License	1	\$2,500.00	\$2,500.0
DPS Application Sweep	1	\$2,500.00	\$2,500.0
Back Up & Retention License	1	\$2,500.00	\$2,500.0
ABBM Tool	1	\$2,250.00	\$2,250.0
Audit Tool (FREE with Premium Services subscription)	1	\$1,250.00	\$0.0
	icenses		\$9,750.00
Professional Services-Team Sync	MONON TO-LOOK		
Professional Services			
Business Analysis, Project Management, Coordination, Communication	1	\$1,150.00	\$1,150.0
Project Configuration (Sync/Sweep/Ret/ABBM/Audit)	1	\$1,750.00	\$1,750.0
QA/Testing/Training	1	\$1,000.00	\$1,000.0
Total Professional S	ervices		\$3,900.0
		terini estat dan saat <mark>war</mark>	Grand Total
is the first state of the Analysia (1984) and the Analysia Angelone for the removal and Angelone and the resident of the Angelone and the Angelone and Angelone a	The wasterness and a second	Total	\$13,650.00
Single Seat Bundle Cust	romers subtract 50% for	Enhanced Sycs client	-\$6,825.00
Angle See Senale Good		Total Project	\$6,825.00
Subscriptions [includes maintenance & support with enhancements]			
	1986-110-11		
Annual Subscription Enhanced Services Support replaces current support & adds the EA Bundle including BackUp Protection & Audit Tool "Due next payment cycle	1	\$3,750.00	\$3,750.0

Client: Spartla Baldridal.	Horkley Jountil Guda
Print Name / Signature	et and the bolt
VistaSG: Michael Hundley, Chief Executive Officer	MILL STA

Date: <u>7-25-202</u>2

6/28/2022

Licenses assigned, keys registered, and VistaSG with client determines location for install. Once determined, VistaSG will evaluate resource & security feasibility prior to install.

Michael Hundley, Chief Executive Officer Services:

Once installation, configuration and both Internal as well as user testing is completed, training will be scheduled by both parties on the first available date. Training will be done virtually except with parties of 5 or more. Cancellation by Clients will require \$150. rescheduling fee unless 72 hours of advance notice is provided by the client to VistaSG in writing. NO EXCEPTIONS. Training:

Once the installation, configurations and testing is completed, the subscriptions will be "live". The project is completed. Training and go live dates are not the determination of complete Support:

- requirements:
 1. Quotation must be signed and licenses plus 50% of services must be paid in advance to begin the project. The remaining 50% of professional services and Annual Support & Maintenance will be due upon completion of the project as notified by VistaSG. Clients determination to delay use of the software, or "Go Live" are not a determination of payment due or completion of project.
- 2. Client understands and fully agrees the fees are to set up and use the software on a go forward and then annual basis. Client further understands that the Annual Support and Maintenance is to ensure the performance of the software itself and will correct any issues related to the performance of the software in and itself. Performance issues due to client environmental factors, such as anti-virus matters or changes to entitlements on the network, or changes to the location of the application and its supporting files, changes to any configurations, inadequate hardware, network environmental issues, outdate technology, lack of memory, or any interference by client, their staff or another 3rd party (ie, IT Consultants, Antivirus, Software updates other than VistaSG) without VistaSG's advanced knowledge, input, nd assistance is NOT considered maintenance and support and will NOT be covered. Client understands and agrees that change order must be signed and payment of professional services at the rate of \$150/per hour with a minimum of 2 hours each instance will be required to remedy issues if any issues that are not resulting from the software itself. The Client understands and agrees that any breach to the software, or files from it such as a virus to the software and systems is not the responsibility of VistaSG. In no way will VistaSG be responsible for these breaches and that work performed is custom as the application is not internet based and so corruptions can only occur from outside sources.
- 3. All services are provided remotely. Should travel be required, a separate Change Order for travel costs will be provided to client and must be signed prior and will be payable to VistaSG. This is based on 3. All services are provided remotely. Should take the required, a separate change over high the cost of time at \$150/hour per person engaged for the time to and from, as well as any overnight time, capped at 16 hours per day. Minimums will apply and a quote can be provided in advance of the training and must be approved by the client to be scheduled.
- 4. VistaSG will provide an associate to be responsible for performance of VistaSG staff, monitor quality of services, ensure deliverables are completed in accordance with project requirements, and provide relevant status reports to the VistaSG project manager.
- 5. Client understands and fully agrees to make available all resources necessary by VistaSG for assistance during installations, problem resolutions, and training. Clients failure to make these provisions will result in professional services charges since without these provisions VistaSG cannot identify, correct or remediate with any level of reliability or guarantees or warrant any work. See Item 2 of Requirements above.
- 6. Client understands and fully agrees that if the project is cancelled prior to completion, a notice of termination in writing to VistaSG is required, at which time full payment for any licenses delivered and any or all work performed to date, as well as reimbursement for any travel-related costs, and expenses associated with the project will be due. Upon payment VistaSG will then remove the software and wipe clean the use of the space allocated.
- 7. Client understands and fully agrees that they responsible for the host environment including all required licenses, hardware, network and third party software components and configuration as the application is not web-hosted or cloud based.
- 8. Client understands and fully agrees that any of the client, or 3rd party environmental or network-related issues are and will not be supported by VistaSG. See Item 2,5 & 7 of requirements above.
- 9. Invoicing will be due as follows: 100% of Licenses and 50% of Professional Services will be due upon signature, and the remaining 50% of professional services and the first year's annual support is due 9. Invoking will be due as follows: 100% of Licenses and 50% of Professional Services will be due upon signature, and the remaining 50% of professional services and the first year's animal support to due upon installation and completion of the configurations of the software into the client environment. Client understands and agrees that any outstanding balances and payments are due and payable immediately upon completion of the project unless otherwise agreed to in writing by both parties. The client understands and agrees that their decision to schedule training, or go live is not a determination of when a payment is due, in any way whatsoever. The client understands and agrees that they will be receiving the product and it's sources on their environment, and further agrees that this is the acceptance of our products and services in its entirety, of which payment will be made by client. Additionally client also agrees that work performed is on the basis of time and materials and in no
- event shall the client be released from obligation for these payments due regardless.

 10. *Subscriptions include enhancements at no additional charges, as well as Support and Maintenance (See Item 2 & 5 of Requirements) for a minimum period of 3 full calendar years. Client understands and agrees that 100% due upon final completion of project will be honored, and also understands and agrees to annual use and billing for use of the software thereafter. Cancellations must be submitted to VistaSG no less than 60 days prior to the annual billing as keys are delivered in advance of the annual due date. No prorations or refunds. Client further understands and agrees to increases to the annual subscriptions and will be based on inflation and at the discretion of the company. Increases will be Consumer Price Index (CPI) + 1% annually or a minimum of 3% to keep pace with inflation, plus may include any use of licenses within the software that the customer will be made aware of prior to installation, if any. *Client may pay up to 3 years of Annual subscriptions to avoid annual price increases based on CPI.
- 11. VistaSG warrants the performance of their software, and not the client environmental Issues or limitations. VistaSG agrees to perform all services in good faith and with the intention of maximized client satisfaction. On the other hand, should any conflicts that arise that cannot be settled and both parties, Client and VistaSG, agree to mediation at each's own expense. Further reconciliation will be subjected to the laws of the Client residing State, again of which both parties agree they will be responsible for their own legal fees. Thank you for your business and trust in VistaSG!

Motion by Commissioner Wisdom, second by Commissioner Carter, 3 votes yes, 0 votes No, that Commissioners Court approved the appointment of Kristie Middleton and Abel Perez to the Hockley County Juvenile Board. As per JUVENILE BOARD APPOINTMENT RECORDED BELOW.

JUVENILE BOARD APPOINTMENT

July 25, 2022

Reference: JUVENILE BOARD OF HOCKLEY COUNTY

Be it known that on the 25th day of July, 2022, with prior approval of the Commissioners Court of Hockley County, Chairman of the Hockley County Juvenile Board, the Honorable Sharla Baldridge, does hereby appoint the following citizens to serve as members of the Hockley County Juvenile Board:

Abel Perez and Kirstie Middleton

This appointment to the Hockley County Juvenile Board is effective immediately and will remain in effect for a period of two years expiring the 11th day of July, 2023.

Maria Daldridge, Hockley County Judge

Alan Wisdom, Commissioner, Pct 1

Varter, Commissioner, Precinct 2

Seth Graf, Commissioner, Pct 3

ommy Clevenger, Commissioner, Pct 4

ATTEST:

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



Motion by Commissioner Carter, second by Commissioner Clevenger, 3 votes yes, 0 Votes no, that Commissioners Court approved the road crossing for Centurion Pipeline on America Road in Precinct 3 to lay, construct, operate and maintain 1 pipeline under and across certain county roads situated in Hockley County, Texas. As per Petition and Order recorded below.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>Centusion Tipeline L.P.</u>, FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Century	on Pipeline 1.P., and petitions this Honorable
Board for the right and authority to lay, cor	istruct, operate and maintain pipelines
under and across certain county roads situated	l in Hockley County, Texas, which said pipelines are
to be used for the purpose of transporting _	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 $19^{\frac{1}{2h}}$ day of $\frac{\sqrt{y}}{\sqrt{y}}$, $20 \frac{22}{2}$.

Ryan Mckeynolds

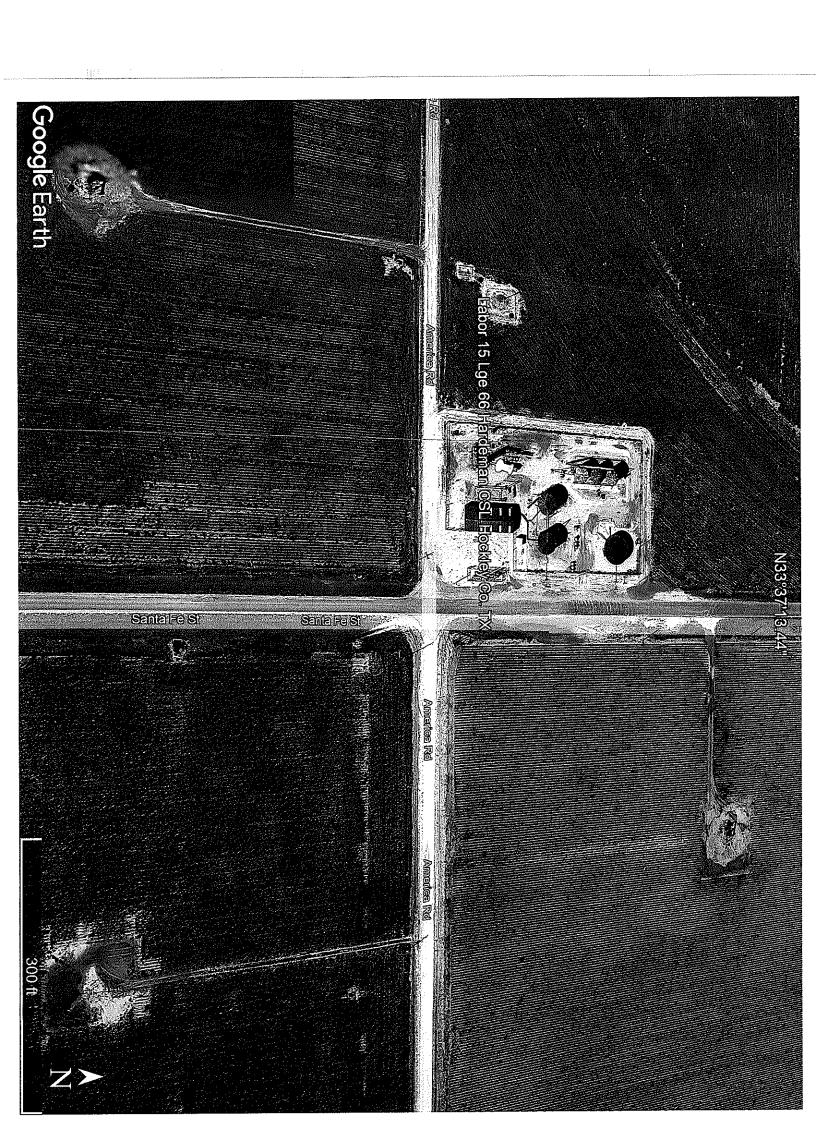


Exhibit "B"

General Specs:

Centurion will cross the county road with a 4" oil pipeline. Centurion will open cut the road and encase the pipeline. Centurion will use compaction in backfilling the road. The road will be down for a day. We will have signs warning of utility work.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>CENTURION PIPELINE LP</u> 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 <u>CENTURION PIPELINE LP</u>, 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, <u>CENTURION PIPELINE LP</u>, 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.

County Judge

Commissioner, Precinct No. 1

mmissioner, Precinct No. 2

Date

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 3 votes yes, 0 votes No, that Commissioners Court approved the Final Plat of Wolfforth West, Lots 18-32, a subdivision situated in Labor 1, League 6, Wilbarger County School Land, Abstract 145, Hockley County, Texas and located in Precinct 1.

Motion by Commissioner Wisdom, second by Commissioner Carter, 3 votes yes, 0 votes No, that Commissioners Court approved the Final Plat of Quail Ridge Addition, Lots 1-53 and Tracts "A" through "D", out of Labors 21 and 22, League 6, Wilbarger County School Land, Hockley County, Texas and Located in Precinct 1.

There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the

day of)[[], A. D. 2022, was examined by me and approved.

Commissioner, Precinct No. 1

Commissioner, Precinct No. 3

Commissioner, Precinct No. 2

Commissioner, Precinct No. 4

County Judge

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

Hockley County, Texas

