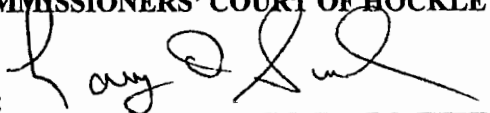


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 12<sup>TH</sup> day of May, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:


1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, April 28, 2014; and a Special Meeting of the Commissioners' Court held Tuesday, April 29, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through May 12, 2014.
3. Hear Public Assistance monthly report.
4. Consider and take necessary action to approve ad valorem tax refunds.
5. Texas A&M AgriLife Extension to present appreciation plaque to the Commissioners' Court.
6. Consider and take necessary action to approve the County Infrastructure Fund Grant Agreement.
7. Consider and take necessary action to approve the Resolution and Order Approving the County Transportation Infrastructure Fund Grant Program Agreement, and Making Specific Findings Required by the Texas Department of Transportation.
8. Consider and take necessary action to approve the Certification of the County Transportation Infrastructure Fund Grant Program pertaining to Environmental Permitting and Regulatory Issues.

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

BY:   
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 8<sup>TH</sup> day of May, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 8<sup>TH</sup> day of May, 2014.

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

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

**MAY 08 2014**

  
County Clerk, Hockley County, Texas

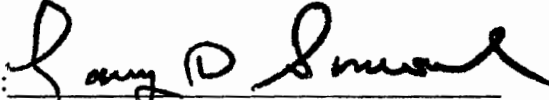
VOL. 81 PAGE 084

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

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 29<sup>TH</sup> day of April, 2014, at 2:00 P.M. in the Hockley County Library, Hockley County Courthouse, Levelland, Texas, at which time the following subject will be discussed to-wit:


1. The County Transportation Infrastructure Fund Grant Program Webinar.

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

BY:   
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 April, 2014, 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 April, 2014.

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

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

APR 25 2014

  
County Clerk, Hockley County, Texas

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

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 19<sup>TH</sup> day of May, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:


1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, May 12, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through May 19, 2014.
3. Consider and take necessary action to approve the Indigent Health Care Residency Guidelines.
4. Consider and take necessary action to approve the Order Extending Restrictions on Outdoor Burning.
5. Discussion of tax abatement for Red Raider Wind Farm Project.
6. Consider and take necessary action to approve the transfer of ownership according to Section 263.151 of the Texas Local Government Code from the Hockley County Sheriff's Office to the Texas Department of Parks and Wildlife of two Watch Guard roof mount systems, DV-1C Overhead, Serial No. DV10-141217, WGA00310-100, with camera combo CAMF-471081 and mic RX101217510, with cables; and Serial No. DV-1D Overhead, Serial No. DV10-152746, WGA00400-100, with camera combo CAMF-475081 and mic box RX111221132, with cables.
7. Consider and take necessary action to approve the transfer of ownership according to Section 263.151 of the Texas Local Government Code from the Hockley County Sheriff's Office to the City of Ropesville Police Department of two Watch Guard display remote systems, DVC-1 module, Serial No. DVM-230642, WGA00311-100 with camera combo CAMF-467030, remote head RDCP-312599, mic box RX100108779 and mic TX091006128, with cables; and DVC-1C module, Serial No. DVM-230570, WGA00311-100 with camera combo CAMF-467003, remote head RDCP-312639, mic box RX100108972 and mic TX100108972, with cables.
8. Consider and take necessary action to approve the road crossing of Lubbock Gas Gathering on the north side of Grubstake Road.

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

BY:   
Hockley County Judge

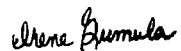
I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 16<sup>TH</sup> day of May, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 16<sup>TH</sup> day of May, 2014.

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

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

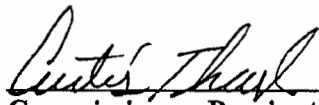
**MAY 16 2014**

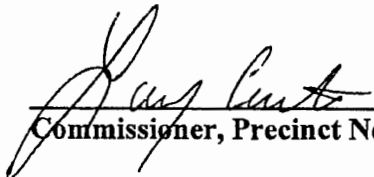
  
County Clerk, Hockley County, Texas

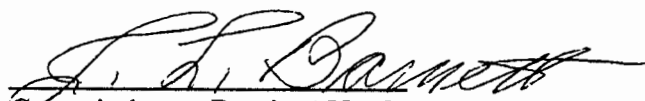
VOL. 61 PAGE 108

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

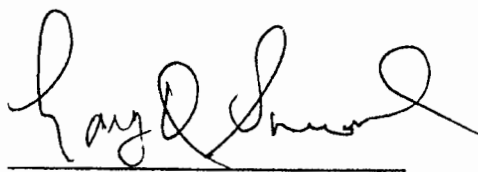
The foregoing Minutes of a Commissioners' Court meeting held on the 12<sup>th</sup>  
day of May, A. D. 2014, was examined by me and approved.

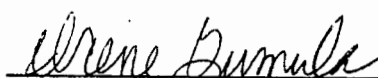
  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 2

  
Commissioner, Precinct No. 3

  
Commissioner Precinct No. 4

  
County Judge

  
IRENE GUMULA, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

County Name Hockley County

Project Name \_\_\_\_\_

CERTIFICATION  
County Transportation Infrastructure Fund Grant Program

*Environmental Permitting and Regulatory Issues*

By submitting this form, signed and dated by an authorized representative of the County, the County certifies to TxDOT the following:

The County certifies that the Project consists of improving an existing county road that is part of the county road system and that has previously been maintained by the County. The improvements listed in the Project may include the resurfacing and repairing of the existing county road. The County is unaware of any applicable federal, state, and local environmental laws and regulations that would require permitting for the Project. Further, the County has no requirement for coordination and environmental clearance for the Project. The County has not identified any environmental problems associated with the Project that require costs for mitigation and/or remediation. Finally, the County is not required to provide any public meetings or public hearings for assessing and mitigating environmental issues for the Project.

County Authorized Representative Signature



Date 5-12-14

County Authorized Representative Name

Larry D. Sprewls

Title County Judge

Contract # CTIF-01-50111  
District # Hockley  
Code Chart 64 # 50111  
Project: Hockley 2014 CTIF Award

## ATTACHMENT B

### Amount of Grant Award and Funding Commitments

County of:	<u>Hockley</u>
Amount of Grant Funds Awarded by State:	\$ <u>2,092,859</u>
Minimum amount of County Matching Funds*:	\$ <u>523,215</u>

\* The State Share will be 90% for counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

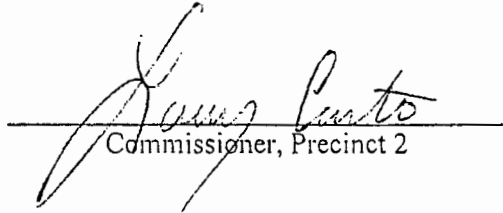
Read and Adopted this 12<sup>th</sup> day of May, 2014, by a vote of 3 ayes and 0 nays



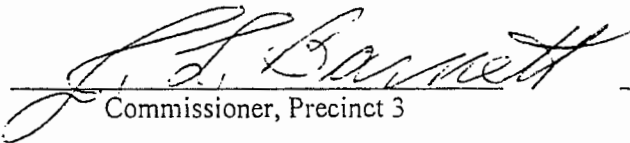
County Judge



Commissioner, Precinct 1



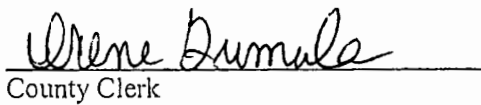
Commissioner, Precinct 2



Commissioner, Precinct 3

absent  
Commissioner, Precinct 4

ATTEST:



County Clerk

such infrastructure. It is not anticipated that any relocation of utilities will be required. The

County Representative is hereby expressly authorized to certify to such.

**IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** pursuant to 40 C.F.R. §1500, and specifically §1508.4 et seq, and 33 U.S.C. §1344, (f)(1)(B) and (C), county road maintenance projects are not prohibited by the National Environmental Protection Act (NEPA), nor the Water Pollution Prevention and Control Act, and that as a categorical exclusion, such projects pose no significant effect on the human or natural environment, and which this Court finds to have no such adverse impact, and therefore do not require an environmental impact assessment of the projects contemplated in this grant, in that no federal funds are being used by the County in meeting the grant requirements. The County shall comply with applicable state environmental standards, as applicable, such as 30 TAC §111.147, and as such, this finding further authorizes the County Representative to make certifications regarding compliance with environmental requirements of the Grant, which is expressly approved by this Commissioners Court.

**IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** that as a public roadway, open to all residents for use as a public road designed for vehicular traffic, as defined by statute and other applicable law, that the road projects subject to this grant are in full compliance with the Texas Accessibility Standards and the Americans with Disabilities access standards, as the same may apply, and the County Representative is hereby expressly authorized to certify to such.

Finally, **IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** that where necessary, any materials required for the completion of this project shall be solicited by a standard that is known to be suitable for use in road construction and repair projects, and the County will require such testing as may be deemed appropriate to determine that such materials meet any applicable standards, either by specification or by direct inquiry with the provider or vendor of such materials. The County Representative is hereby expressly authorized to certify to such.



inquiry and satisfactory proof that such findings are factual and based upon commonly accepted practices and standards by Texas Counties:

**IT IS THE FINDING OF THIS COMMISSIONERS COURT** that the county has experience in the construction and maintenance of all county roads currently in the County road maintenance inventory, and that the county has suitable equipment, experience and personnel to properly repair such roads without the utilization of outside contractors, or, if such contractors are required in the prudent expenditure of county and grant funds, that such contractors will be selected upon demonstrated competence and the lowest and most suitable bid, if competitive bidding is required. In this regard, the County has suitable design standards, specifications and quality assurance procedures in place to assure that resulting road maintenance projects are properly constructed with suitable materials and that appropriate safety and environmental procedures will be utilized. The County Representative is hereby expressly authorized to certify to such.

**IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** that Hockley County will utilize generally accepted cost accounting practices in the financial aspects of this grant administration, and that proper documentation of all expenditures will be maintained by the appropriate county officials responsible for financial aspects of the grant administration.

The County Representative is hereby expressly authorized to certify to such.

**IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** that with the following exceptions, all road right-of-way involved in projects identified for funding under this grant is presently within the county road maintenance inventory, and no new right of way, except as noted, is required:

(If new right of way is required, please describe here, i.e. the width of the right of way to be acquired, and a legal description of the new right of way. Please note that acquisition of right of way may require legal and environmental assessment, along with care to insure that all acquisition procedures required by law are followed.)

The County Representative is hereby expressly authorized to certify to such.

**IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** that Hockley County will notify all public utilities, water supply corporations, and common carriers of record of their plans to repair, renovate or construct the project roads identified in the Grant application, and will cooperate with the said utilities and common carriers for protection of

IN THE COMMISSIONERS COURT  
OF  
HOCKLEY COUNTY, TEXAS

**RESOLUTION AND ORDER**  
**APPROVING THE COUNTY TRANSPORTATION**  
**INFRASTRUCTURE FUND GRANT PROGRAM AGREEMENT,**  
**DESIGNATING AUTHORIZED REPRESENTATIVE,**  
**AND MAKING SPECIFIC FINDINGS**  
**REQUIRED BY THE**  
**TEXAS DEPARTMENT OF TRANSPORTATION**

WHEREAS, Hockley County has received a Notice of Eligible Grant Award from the Texas Department of Transportation ("TxDOT") in the amount of \$2,092,859.00; and

WHEREAS the Commissioners Court of Hockley County has determined that it is in the best interests of the citizens of Hockley County to enter into an Agreement with TxDOT concerning the County Transportation Infrastructure Fund Grant Program; and

WHEREAS TxDOT has created County Transportation Infrastructure Fund Grant Program Implementation Procedures that Hockley County is required to follow to receive the grant funding; and

THEREFORE, IT IS ORDERED ADJUDGED AND DECREED that Hockley County designates Larry D. Sprawls as its County Representative and authorizes the County Representative to sign all project-related documents on behalf of the County, including any certifications required by the Grant Program; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Hockley County Commissioners Court hereby approves the attached County Transportation Infrastructure Fund Grant Program Agreement ("the Agreement") and authorizes the County Representative to execute the Agreement between Hockley County and the Texas Department of Transportation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Hockley County Commissioners Court hereby approves the attached revised Prioritized List of road projects to be funded with the County Transportation Infrastructure Fund Grant.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Commissioners Court of Hockley County makes the following findings in the exercise of discretion and authority extended to said Commissioners Court by Texas Law, and such findings are made upon due

Contract # CTIF-01-50111  
District # Hockley  
Code Chart 64 # 50111  
Project: Hockley 2014 CTIF Award

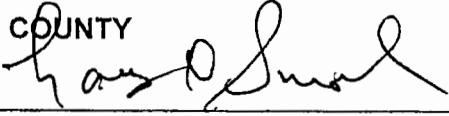
**ATTACHMENT A**

**Resolution or Ordinance**

Contract # CTIF-01-111  
District # Hockley  
Code Chart 64 # 50111  
Project: Hockley 2014 CTIF Award

THIS AGREEMENT IS EXECUTED by the State and the County in duplicate.

THE COUNTY



Signature

Larry D. Sprawls County Judge  
Printed Name and Title

5-12-14  
Date

THE STATE OF TEXAS



Signature

Scott Stephenson  
Interim Deputy Director of Contract Services  
Texas Department of Transportation

05/23/14  
Date

Contract # CTIF-01-50111  
District # Hockley  
Code Chart 64 # 50111  
Project: Hockley 2014 CTIF Award

- e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.

**22. Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

**23. Compliance with Laws.** The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

**24. Sole Agreement.** This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**25. Retention of Records and Inspection.** The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or their duly authorized representatives for verification, review and inspection at its office during the contract period and for three (3) years from the date the final payment is received by the County or until any impending litigation, or claims are resolved.

**26. Signatory Warranty.** Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

**19. Notices.** All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
<u>Larry D. Sprouls</u>	<u>Texas Dept. of Transportation</u>
<u>802 Houston St, Ste 101</u>	<u>Director - Contract Services Office</u>
<u>Levelland, Tx 79336</u>	<u>125 E. 11th Street</u>
<u>sbaldridge@hockleycounty.org</u>	<u>Austin, Texas 78701-2483</u>

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

**20. Legal Construction.** In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**21. Responsibilities of the Parties.**

- a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.
- d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.

certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

**12. Project Maintenance.** The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

**13. Historically Underutilized Business (HUB) Program Requirements.** The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

**14. Grant Management Standards.** The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

**15. Certification.**

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

**16. Failure to Comply.**

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three (3) years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty (30) days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

**17. Amendments.** An amendment to this agreement must be in writing and executed jointly by the State and the County.

**18. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**5. Project Responsibilities.** The County is responsible for all aspects of the work constituting this Project or list of projects unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that they have complied with all program requirements and applicable federal, state, and local laws and regulations.

**6. Final Inspection.** The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty (30) days after the inspection is completed.

**7. Right of Way and Real Property Acquisition.** The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.

**8. Suspension.** If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

**9. Termination of this Agreement.** This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, unless the:

- a. Agreement is terminated in writing with the mutual consent of the parties; or
- b. Agreement is terminated because the County has breached the agreement for Failure to Comply as stated in Paragraph 16.

**10. Environmental Permitting and Regulatory Issues.**

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

**11. Compliance with Texas Accessibility Standards and ADA.** The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter 469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written



or completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

**4. Project Sources, Uses of Funds, and Reimbursement.**

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION  
INFRASTRUCTURE FUND GRANT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Hockley County, acting by and through its duly authorized officials, called the "County."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

**WHEREAS**, The County has submitted its application for the Grant funding from the State and its application was approved; and

**WHEREAS**, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

**WHEREAS**, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

**NOW THEREFORE**, the State and the County agree as follows:

**AGREEMENT**

- 1. Agreement Period.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.
- 2. Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.
- 3. List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty (30) calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the County Infrastructure Fund Grant Agreement, Resolution and Order Approving the County Transportation Infrastructure Fund Grant Program Agreement and Making Specific findings Required by the Texas Department of Transportation and approved the Certification of the County Transportation Infrastructure fund Grant Program pertaining to Environmental and Regulatory Issues, as per Agreement, Resolution and Order , and Certification recorded below.



Application for Tax Refund of Overpayments or Erroneous Payments

STEP 4: Signature

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

print here MONA LAWSON
Print Name

sign here [Signature] Date 5-2-2014
Authorized Signature

If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

FOR COLLECTOR USE ONLY

STEP 5: Tax Refund Determination

This tax refund is [ ] Approved [ ] Disapproved

print here
Print Name and Title

sign here
Authorized Officer Date

print here
Print Name and Title

sign here
Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11) Date

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

For more information, visit our website: www.window.state.tx.us/taxinfo/proptax



# Application for Tax Refund of Overpayments or Erroneous Payments

Property Tax  
**Form 50-181**

HOCKLEY COUNTY TAX OFFICE

806-894-4938

Collection Office Name

Phone (area code and number)

802 HOUSTON ST STE 106 LEVELLAND TEXAS 79336

Address, City, State, ZIP Code

ALL ENTITIES

Collecting Tax For (taxing units)

This document must be filed with the tax collector of the taxing unit for which you are requesting a refund. It must not be filed with the office of the Comptroller of Public Accounts.

**GENERAL INSTRUCTIONS:** This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4.

## STEP 1: Ownership Information

MONA LAWSON

Name of Property Owner

1851 N HIGHWAY 385

Mailing Address

LEVELLAND TEXAS 79336

City, State, ZIP Code

Phone (area code and number)

## STEP 2: Property Information

R11825

OR

Appraisal District Account Number

Tax Receipt Number

Location (Street Address, City, State, ZIP Code)

SCL, LGE 731 LAB 13 AB 224 ACRES 170.77

Legal Description (or attach copy of the tax bill or tax receipt)

## STEP 3: Tax Payment Information

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. HOCKLEY COUNTY	2013	12122013	\$ 836.09	\$ 682.52
2. LEVELLAND ISD	2013	12122013	\$ 3,006.46	\$ 2,454.24
3. SOUTH PLAINS COLLEGE	2013	12122013	\$ 634.93	\$ 518.31
4. HIGH PLAINS WATER DISTRICT	2013	12122013	\$ 19.32	\$ 15.77
5.			\$	\$

Property Owner's Reason for Refund (attach supporting documentation)

Paid taxes on a barn that was assessed to wrong account. The barn was on someone else's land.

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website:  
[www.window.state.tx.us/taxinfo/proptax](http://www.window.state.tx.us/taxinfo/proptax)

50-181 • 08-13/7

VOL. 01 PAGE 000



Application for Tax Refund of Overpayments or Erroneous Payments

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"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

print here → MONA LAWSON
Print Name

sign here → Mona Lawson
Date 5-2-2014
Authorized Signature

If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

FOR COLLECTOR USE ONLY

STEP 5: Tax Refund Determination

This tax refund is [ ] Approved [ ] Disapproved

print here →
Print Name and Title

sign here →
Authorized Officer Date

print here →
Print Name and Title

sign here →
Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11) Date

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

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Phone (area code and number)

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R11825

OR

Appraisal District Account Number

Tax Receipt Number

Location (Street Address, City, State, ZIP Code)

SCL, LGE 731 LAB 13 AB 224 ACRES 170.77

Legal Description (or attach copy of the tax bill or tax receipt)

## STEP 3: Tax Payment Information

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. HOCKLEY COUNTY	2012	12172012	\$ 744.11	\$ 616.71
2. LEVELLAND ISD	2012	12172012	\$ 2,606.87	\$ 2,160.56
3. SOUTH PLAINS COLLEGE	2012	12172012	\$ 582.63	\$ 482.88
4. HIGH PLAINS WATER DISTRICT	2012	12172012	\$ 17.72	\$ 14.69
5.			\$	\$

Property Owner's Reason for Refund (attach supporting documentation)

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50-181 • 08-13/7

VOL. 51 PAGE 088

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Tax Refund in the amount of Three Thousand Two Hundred Eighty Two Dollars and Eighty Four Cents (\$3274.84) to Mona Lawson, approve the Tax Refund in the amount of Three Thousand Six Hundred Seventy Dollars and Eight Four Cents (\$3670.84), to Mona Lawson, approve the Tax Refund in the amount of Five Hundred Forty Dollars (\$540.00) to Gene Messer Auto Group, approve the Tax Refund in the amount of Twenty One Thousand Eight Hundred Ninety Five Dollars and Six Cents (\$21,895.06) to Globe Energy Services LLC, as per Debra Bramlett, Tax Assessor/ Treasurer.



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 April 2014.

**APPROVED APPLICANTS**

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Jessie Lozano	876 N. US. Hwy. 385	Levelland	Electric	\$ 75.00
Marie Mata	501 E. Park	Sundown	Electric	\$75.00

**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.

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>
Elena Gonzales	505 Ave. A	Levelland
Larry Holland	307 Ave. D	Levelland
Lace Johnson	219 Cypress	Levelland

SPECIAL MEETING  
MAY 12, 2014

Be it remembered that on this the 12<sup>th</sup> day of May A.D. 2014, 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:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger (ABSENT)	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Special Meeting of the Commissioners' Court, held on April 28, A.D. 2014, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through May 12, A. D. 2014, be approved and paid as read.

Rebecca Currington, Public Assistance Administrator reported her April 2014, monthly approval and denial requests for Public Assistance, as per Report recorded below.