## 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 30<sup>TH</sup> day of June, 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 two Special Meetings of the Commissioners' Court held Monday, June 16, 2014.
- 2. Read for approval all monthly bills and claims submitted to the court and dated through June 30, 2014.
- 3. Consider and take necessary action to approve refunds of ad valorem taxes.
- 4. Consider and take necessary action to approve the Official Bond and Oath of Jalisa Salazar.
- 5. Consider and take necessary action to approve the pledge release of Hockley County from AimBank.
- Consider and take necessary action to approve the road crossing of Occidental Permian Ltd. on Oil Well Road.
- 7. Consider and take necessary action to approve transfer of a stock trailer from the Sheriff's Department inventory to the Commissioners' inventory.
- 8. Discussion concerning terms of tax abatement for Red Raider Wind project.

COMMISSIONERS' COHRT OF HOCKLEY COUNTY, TEXAS

- 9. Discussion of changing Hockley County retirees to Silver Choice Health Insurance Plan.
- 10. Consider and take necessary action to change Hockley County retirees to Silver Choice Health Insurance Plan.

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

Dated this 27<sup>TH</sup> day of June, 2014.

FILED FOR RECORD
AT\_\_\_\_\_O'CLOCK\_\_\_M.

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court, Hockley County, Texas JUN 27 2014

PAGE 195 County Clerk, Hockley County, Texas

## IN THE COMMISSIONER'S COURT OF HOCKLEY COUNTY, TEXAS

#### SPECIAL MEETING JUNE 30, 2014

Be it remembered that on this the 30<sup>th</sup> day of June 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
Curtis D. Thrash
Commissioner Precinct No. 1
Larry Carter
Commissioner Precinct No. 2
J. L. "Whitey" Barnett
Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger
Commissioner Precinct No. 4

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 Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special Meeting of the Commissioners' Court, held on the 16th day of June, A.D. 2014, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through June 30, A. D. 2014, be approved and paid as read.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian Ltd. to lay, construct, operate and maintain an 8" fiberglass pipeline transporting produced water under and across certain county roads, situated in Commissioners Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

RECORD, PETITION, EXHIBIT AND ORDER OF THE COURT

# BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>OCCIDENTIAL PERMIAN LTD.</u>, FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

#### **PETITION**

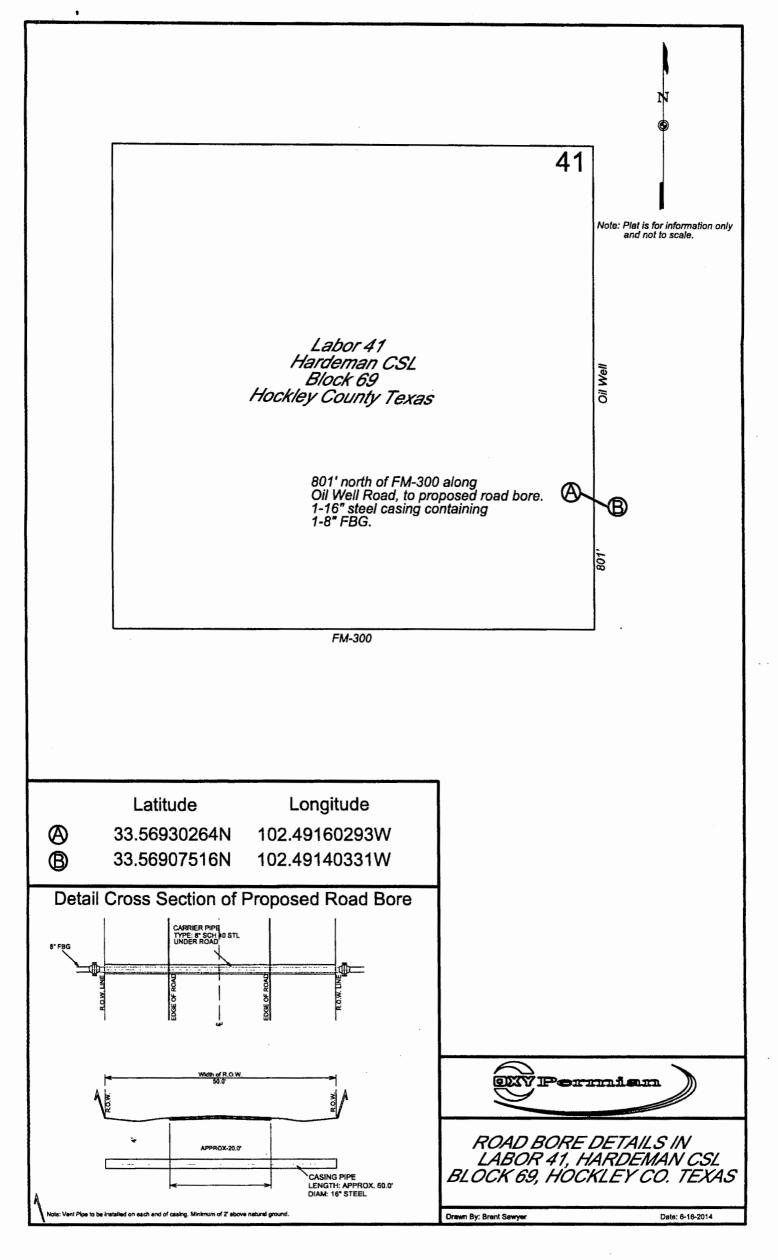
Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain g"fiberglass pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines 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 17 day of June, 2007	
•	BY mhs
	MATT SWAIN



# BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>OCCIDENTAL PERMIAN LTD.</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>OCCIDENTAL PERMIAN LTD</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, OCCIDENTAL PERMIAN LTD. 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 undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing 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

Commissioner, Precinct No. 2

Date

(/,Z,P)

ommissioner, Precinct 10. 4

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refunds in the amount of One Thousand Two Hundred Twenty One Dollars and Twenty Four Cents (\$1221.24) to Carmac D. Taylor, approve tax refund in the amount of One Thousand Four Hundred One Dollars and Seventy One Cents (\$1401.71) to Turrentine Oil & Gas, as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath of Jalisa Salazar, as per Official Bond and Oath recorded below.

# Western Surety Company

#### OFFICIAL BOND AND OATH

THE STATE OF TEXAS	
County of HOUKLEY	
KNOW ALL PERSONS BY THESE PRESENTS:  BOND No. OFF. 54939501	
That we,, as Principal, and	i
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto, his successors in office	S
in the sum of Two Thousand Five Hundred and 00/100BOLLARS (\$ 2,500.00)  (NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)	,
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and	
severally, by these presents.  Dated this10th	
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal	
was on the 1st day of May	у —
County, State of Texas, for a term of continue seasontil terminated on the 1st day of May 2014.	f
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ANN MANN	<b>;-</b>
The state of the s	
then this obligation to be void, otherwise to remain in full force and effect.	
PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.	ne .
PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability harming the state of the Principles of the Principl	ie ty
hereunder shall terminate as to subsequent acts of the Principal.	
WESTERN SURETY COMPAN	– Y
By Taul T. Buffet	_
Paul T. Bruflat, Senior Vice President	
ACKNOWLEDGMENT OF PRINCIPAL	
THE STATE OF TEXAS  County of Hockley ss	
Before me, Stacy Schule on this day, personally appeared	ed
the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.	to
Given under my hand and seal of office at HOCK ey COUNTY, Texasthis day of UNE	ıs,
8) tank Shille	
SEAL STACY R. SCHULLE NOTARY PUBLIC STATE OF TEXAS  STACY R. SCHULLE NOTARY PUBLIC County, Texas	as
Form 862 - 4-200 My Comm. Expires 02-01-2018 VOL. 6 1 PAGE 201/Western Surety Compar	
1	

# OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

Ι,		, do solemnly swear (	or affirm) that I will faithfully
execute the duties of the office of of the State of Texas, and will to the the United States and of this State; a directly paid, offered, or promised to or promised any public office or emp which I was elected; and I furtherm terested in any contract with or cla authorized by law and except such v	best of my ability pro and I furthermore so pay, contributed, no loyment, as a rewar ore solemnly swear tim against the Cou	lemnly swear (or affirm) or promised to contribute of for the giving or withhou (or affirm) that I will not not, except such contract.	that I have not directly nor in- any money, or valuable thing, olding a vote at the election at the, directly or indirectly, in- ts or claims as are expressly
	5	Signed	
Sworn to and subscribed before	me at	Texas this	dev
of	-,	, zonas, uno	·
SEAL	-	<i>t</i> 1	County, Texas
~	-		Country, Toxas
<del>-</del>			
	OATH OF (Gen		,
T	•	•	aly swear (or affirm) that I will
faithfully execute the duties of the of the State of Texas, and will to the	office of		***************************************
the United States and of this State; directly paid, offered, or promised t or promised any public office or em- which I was elected. So help me Go	o pay, contributed, r ployment, as a rewa od.	or promised to contribute rd for the giving or withh	any money, or valuable thing,
Sworn to and subscribed before		, Texas, this	day
of			
SEAL			County, Texas
THE STATE OF TEXAS  County of Hockley	ss		
V	0 0 :	Dalazar	
The foregoing bond of	_ in and for	Hockley	as
this day approved in open Commis	sioner's Court.	^	/ 32 0011
ATTEST:		Date	6-30,2014
allere Sumula	Clerk	hay W.	County Judge,
County Court Docho	f County	Hochley	County Judge, County, Texas
THE STATE OF TEXAS	)		
County of	ss		
I,hereby certify that the foregoing I with its certificates of authentic	Bond dated the	day of	Clerk, in and for said County, do
day of	,, at	o'clock M., and d o'clock M.,	in the Records of Official Bonds
of said County in Volume	, on page		
WITNESS my hand and the s	eal of the County Co	urt of said County, at off	ice in
, 1	caas, wie day allu ye		Cl. 1
			Clerk
Ву	Deputy	•	County

#### OFFICIAL BOND REQUIREMENTS

		L LUMM DC	•		
OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1.000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$600,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office." .
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term for office praceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the affice."
County School Superintendent	\$1,000.	County governing boa wide independent scho created, in which ex payable to and approv Commissione	of district has been ent the bond is ed by the County	Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Spec	ified	Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Sur	veyor	Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account if and pay to the person authorized by law to receive them the fine forfeitures, and penalties the sheriff collects for the use of the state a county; execute and return when due the process and precep lawfully directed to the sheriff, and pay to the person to whom the are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally pai voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2.500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimbur the county for all county funds illegally paid to him and will not vo or consent to make a payment of county funds except for a law purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law ar promptly pay to the entitled party all money that comes into his har during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86,002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certifica issued by him, protect the commodities that he is registered to weig or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certifica issued by him, protect the commodities that he is registered to weig or measure, and comply with all laws and rules governing public

<sup>3.</sup> If precinct insert the number

# ACKNOWLEDGMENT OF SURETY (Corporate Officer)

Figure: 28 TAC §1.601(a)(3)

#### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

#### 1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077 Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

#### 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-Mail: ConsumerProtection@tdi.state.tx.us

#### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

#### 1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077 Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

#### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-Mail: ConsumerProtection@tdi.state.tx.us

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Form F8365

Motion by Commissioner Barnett, seconded by Commissioner Thrash 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the pledge release of Hockley County from AimBank, as per Authorization Form recorded below.



### Pledged Securities Release and Substitution Authorization Form

Safekeeping Departme	ent:	TIB - The Independent Bank	ers Bank
Securities To Be Relea	sed:		
CUSIP 3128Q0GE1	% Released 100.00%	Original Face \$3,400,000.00	Market Value- 5/31/12 \$2,417,164.97
Securities To Be Pledge CUSIP NONE	ed as Substitution % Pledged	n: Original Face	
	elow To Acknowle	edge Consent To The Above F	Releases:
Name (Print): Signature:	Denise	Bohamon / 6	nda Barnette
Company:	HOCKLEY COUN	ITV D	grap so creace
Title:	CIO		
Date:	7-25	-14	
AimBank Representati	ve:		
Name (Print):	Ashley Ritchey		
Signature:	Ashley R	taky	
Title:	VP Controller		
Date:	6/23/2014		
h au	SO X X		
	1 1		Larry Sprowls, Hockley County Judge
- feet	is Thurs		Curtis Thrash, Commissioner Precinct 1
- Jany	lutu		Larry Carter, Commissioner Precinct 2
J. Lije	whitey" B	arnett	Whitey Barnett, Commissioner Precinct 3
Domn	leur		Tommy Clevenger, Commissioner Precinct 4
Sworn to & Subscrib	bed to Before N	Ne, by the County Treasur	er, The Auditor & Commissioners Court on this
50 reday of func	2014.	4	
Ren	i Dum	la	Irana Gumula, County Clark

Motion by Commissioner Barnett, seconded by Commissioner Carter,

4 Votes Yes, 0 Votes No, that Commissioners' Court approve transfer of a stock trailer from the Sheriff's Department inventory to the Commissioners' inventory.

Discussion concerning terms of tax abatement for Red Raider Wind Project.

Discussion only.

Discussion of changing Hockley County Retirees to Silver Choice Health Insurance Plan. Discussion only.

Motion by Commissioner Barnett, seconded by Commissioner Clevenger 4 Votes Yes, 0 Votes No, that Commissioners' Court change Hockley County retirees to Silver Choice Health Insurance Plan, as per Insurance Plan recorded below.



#### UnitedHealthcare Supplement Plan

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) offers a Retiree Medical Benefits Program for Medicare eligible retirees through UnitedHealthcare (UHC). The following contains program information along with requirements that must be met in order to participate in the UHC retiree program.

#### **Program Requirements & Procedures**

- Participants must meet the group's retirement qualifications and must be enrolled in Medicare Parts A & B.
- UHC will be the only retiree medical program offered to your Medicare eligible retirees. (No other Medicare supplement or Medicare Advantage program or group plan will be offered to your retirees.)
- By Federal Law this coverage cannot be offered to any ACTIVE employee, regardless of age.
- UHC does not coordinate benefits with any other individual or group coverage plan.
- This program offers two options for medical and prescription drug coverage. The group must elect one option to be offered to all retirees.
  - 1. **Medical Only** allows retirees to select their own prescription coverage at their own expense.
  - 2. **Medical and Prescription** prescription coverage provided by UHC to all retirees.

NOTE: Stand alone prescription drug coverage is not available.

#### **Billing Options**

- Group must sign authorization form to confirm billing option selected. Below are the three options available.
  - 1. **LIST** (the Employer pays 100% of premiums); the monthly bill is sent to the Employer.
  - 2. **DIRECT** (the Employer pays \$0 premium); the bill is sent to the retiree monthly.
  - 3. **SPLIT** (the Employer pays a portion of the premium); employer must indicate the contribution levels for Employer and for Retirees. Bills will be created and sent to the Employer for the Employer portion and to the Retiree for any remaining balance.



#### **New Enrollments**

- Group will be responsible for providing the retiree enrollment packet at the time the employee retires.
- Enrollment requests form(s) must be submitted to TAC HEBP.
- Benefits will be effective the first of the month following the date enrollment form(s) are received.

#### **Termination Reporting**

TAC HEBP Group Health Terminations

- All group health employee terminations must be processed by the group prior to the UHC effective date.
- Terminations processed via the TAC HEBP's Online Administrative System (OASYS) must be submitted by the group within the allowed 5 day grace period.
- Terminations reported after the 5th of the next month will be extended to the end of the following month, and the employer is responsible for these contributions.

#### UnitedHealthcare Terminations

- Termination requests must be submitted in writing to TAC HEBP.
- Termination will be effective the first of the month following the date request is received.

#### **Open Enrollment Entries**

Open enrollment for current and new members begins October 15th through December 7th of this year. This is the **only** time election changes will be accepted by the Centers for Medicare and Medicaid Services (CMS); **midyear changes will no longer be accepted.** 



Retiree Benefits Quote for:

**Hockley County** 

# UnitedHealthcare 2014 Premiums

Medical	\$210.93
Prescription Drug	\$185.39
Combined Total	\$396.32

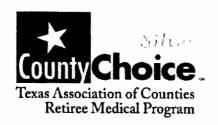
#### Rates are based on the following:

- Rates effective through 12/31/2014.
- Offer guaranteed until 12/31/2014.
- Enrollment dates and schedule to be determined jointly by group and TAC HEBP.
- Enrollments scheduled less than 30 days prior to the effective date may result in a delay in implementation of benefits and ID Cards.
- Group must elect one option to be offered to all retirees. (Medical Only or Medical & Prescription Drug Coverage)
- Stand alone prescription drug coverage is not available.

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CCS - UHC Medical w/RX Rate Sheet

Rev. 3/2014



# UnitedHealthcare Retiree Medical Summary of Benefits

All covered amounts will vary depending on Medicare benefits for any particular year. Amounts listed on this summary are for Year 2014 benefits. Amounts may change for the Year 2015.

This summary is intended only to show highlights of benefits and should not be relied upon to fully determine health care expenses. Once you are enrolled in the plan, you will receive a Welcome Kit which will include a Certificate and Schedule of Benefits. These documents will provide you with a listing of services, limitations, exclusions, and a description of the terms, conditions of coverage and any state mandated benefits. If this description conflicts in any way with the policy issued to the enrolling group, the policy prevails.

If you would like to receive the Certificate and Schedule of Benefits before you enroll in the plan, please call Customer Service at the number located on the back of this booklet. A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

Covered Service	Medicare Pays	Senior Supplement Pays	You Pay
Inpatient Hospital Ser	vices		
Medicare Part A Hospital – semi and supplies.	i-private room and board, ge	eneral nursing and miscellar	neous services
Days 1 - 60	All but \$1,216	\$1,216 (Medicare Part A Deductible)	\$0
Days 61 – 90	All but \$304 per day	\$30 <u>4</u> per day	\$0
Days 91 – 150 (While using 60 lifetime reserve days)	All but \$608 per day	\$608 per day	\$0
Days 151 – 365 – lifetime additional reserve days	\$0	100% of Medicare Eligible Expenses	\$0
Beyond 365 lifetime additional reserve days	\$0	\$0	All costs
<b>Skilled Nursing Facilit</b>	y Care	The second secon	
You must meet Medicare's requir the Medicare approved facility wi	ements, including having be thin 30 days of leaving the	een in a Hospital for at least Hospital.	3 days and entering
Days 1 - 20	All approved amounts	\$0	\$0
Days 21 – 100	All but \$152 per day	Up to \$152 per day	\$0
Days 101 and after	\$0	\$0	All costs

Covered Service	Medicare Pays	Senior Supplement Pays	You Pay
Blood			
First 3 pints Medicare Part A	\$0	100%	\$0
Additional amounts under Medicare Part A	100%	\$0	\$0
First 3 pints Medicare Part B	\$0	100%	\$0
Next \$147 of Medicare Approved Amounts under Medicare Part B	\$0	\$147 (Medicare Part B Deductible)¹	\$0
Remainder of Medicare Approved Amounts under Medicare Part B	80%	20%	\$0
Hospice Services			
Available as long as your doctor certifies you are terminally ill and you elect to receive these services	All but very limited coinsurance for outpatient drugs and inpatient respite care	100% of balance	\$0
Medical Services		The second secon	
Includes services such as physician supplies, physical and speech there		outpatient medical and surgi	cal services and
First \$147 of Medicare Approved Amounts	\$0	\$147 (Medicare Part B Deductible)¹	\$0
Remainder of Medicare Approved Amounts	Generally 80%	Generally 20%	\$0
Outpatient Mental Illness – for most outpatient mental illness services	80%	20%	\$0
Medicare Part B Excess Charges (above Medicare Approved Amounts)	\$0	100%	\$0
Preventive Healthcare (Medicare Covered)			
Periodic Health Screenings (please refer to your certificate)	100%	Balance (if applicable)	\$0

Covered Service	Medicare Pays	Senior Supplement Pays	You Pay
Durable Medical Equipn	nent		
First \$147 of Medicare Approved Amounts	\$0	\$147 (Medicare Part B Deductible)¹	\$0
Remainder of Medicare Approved Amounts	80% of approved amounts	20% of approved amounts	\$0
Home Health Care			
Skilled Care Services and Medical Supplies	All approved amounts	Balance (if applicable)	\$0
Preventive Healthcare (	not covered by M	ledicare)	
Annual Routine Physical Exam	\$0	100%	\$0
Foreign Travel			
Medically Necessary Emergency Care services beginning during the first six months of each trip outside the United States. First \$250 each calendar year	\$0	\$0	\$250 Deductible
Remainder of charges	\$0	80% up to a lifetime maximum benefit of \$50,000	20% and all amounts over the \$50,000 lifetime maximum

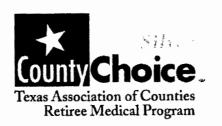
#### **Exclusions and Limitations**

No benefits will be provided for, or in connection with, the following treatments, services or supplies:

- Any expense or service that is not determined by the Company to be a Medicare Eligible Expense, unless coverage for the expense or service is specifically provided by a Rider to the Policy.
- Any treatment, service or supply paid for by Medicare or found to be medically unnecessary or unnecessary by Medicare.
- Any treatment, service or supply that is provided before the effective date of coverage or after coverage has terminated.
- Any injury or sickness due to any past or present employment, or that is covered under any Workers' Compensation law or similar law.
- · Charges for self-inflicted injury or attempted suicide.
- Any treatment, confinement, services or supply provided by a government owned or operated facility.

- Any injury or sickness resulting from war or any act of war (declared or undeclared).
- Acts beyond the company's control such as any major disaster, epidemic, complete or partial destruction of facility, war, riot, or civil insurrection, which result in the unavailability of the facilities or personnel.
- Charges incurred as a result of participation in a riot, insurrection or the commission of a felony.
- Blood and plasma except as stated above.
- Experimental or investigational treatment, procedures and items.
- Hospital expenses for days 366 and beyond after the Medicare 60 lifetime reserve days have been used.

This Plan Summary is a highlight of benefits only and is not all inclusive of the Plan's benefits, services, or Exclusions and Limitations.



# UnitedHealthcare Retiree Prescription Drug Summary of Benefits

# UHC Prescription Drug Plan Summary of Benefits

Benefit Category	Original Medicare	UnitedHealthcare® MedicareRX for Groups (PDP)
Prescription Drugs	Most drugs are not covered under Original Medicare.  You can add prescription drug coverage to Original Medicare by joining a Medicare Prescription Drug Plan, or you can get all your Medicare coverage, including prescription drug coverage, by joining a Medicare Advantage Plan or a Medicare Cost Plan that offers prescription drug coverage.	
		The plan may require you to first try one drug to treat your condition before it will cover another drug for that condition.
	VOL 6 1 DAGE	Some drugs have quantity limits. Your provider must get prior authorization from UnitedHealthcare® MedicareRx for Groups (PDP for certain drugs.

Benefit Category	Original Medicare	UnitedHealthcare® MedicareRX for Groups (PDP)
Prescription Drugs (continued)		If the actual cost of a drug is less than the normal cost-sharing amount for that drug, you will pay the actual cost, not the higher cost-sharing amount.  If you request a formulary exception for a drug and United Healthcare® MedicareRx for Groups (PDP) approves the exception, you will pay Tier 3; Non-Preferred Brand cost-sharing for that drug.
		Initial Coverage You pay the following until total yearly drug costs reach \$2,850.
		Retail Pharmacy Tier 1: Generic Drugs  • \$5.00 copay for a one-month (31 day) supply of drugs in this tier
		Tier 2: Preferred Brand Drugs  • \$25.00 copay for a one-month (31 day) supply of drugs in this tier
		Tier 3: Non-Preferred Brand Drugs  • \$60.00 copay for a one-month (31 day) supply of drugs in this tier
		Tier 4: Specialty Tier Drugs  • 33% coinsurance for a one-month (31 day) supply of drugs in this tier
		Mail Order Tier 1: Generic Drugs  • \$10.00 copay for a three-month (90 day) supply of drugs in this tier from the plan's preferred mail order pharmacy, Optum Rx TM
		Tier 2: Preferred Brand Drugs  • \$50.00 copay for a three-month (90 day) supply of drugs in this tier from the plan's preferred mail order pharmacy, Optum Rx TM
		Tier 3: Non-Preferred Brand Drugs  • \$120.00 copay for a three-month (90 day) supply of drugs in this tier from the plan's preferred mail order pharmacy, Optum Rx TM
	VOL. 61 PAGE 219	Tier 4: Specialty Tier Drugs  • 33% coinsurance for a three-month (90 day) supply of drugs in this tier from the plan's preferred mail order pharmacy, Optum Rx ™

Benefit Category	Original Medicare	UnitedHealthcare® MedicareRX for Groups (PDP)
Prescription Drugs (continued)		Coverage Gap The plan covers all formulary drugs through the coverage gap.
	·	Catastrophic Coverage After your yearly out-of-pocket drug costs reach \$4,550, you pay the greater of:
	·	• 5% coinsurance,
		Or
		<ul> <li>\$2.55 copay for generic (including brand drugs treated as generic) and \$6.35 copay for all other drugs.</li> </ul>
		Out-of-Network  Plan drugs may be covered in special circumstances, for instance, illness while traveling outside of the plan's service area where there is no network pharmacy. You may have to pay more than your normal cost-sharing amount if you get your drugs at an out-of-network pharmacy. In addition, you will likely have to pay the pharmacy's full charge for the drug and submit documentation to receive reimbursement from UnitedHealthcare® MedicareRx for Groups (PDP).
		Tier 1: Generic Drugs  • \$5.00 copay for a one-month (31 day) supply of drugs in this tier
		Tier 2: Preferred Brand Drugs  • \$25.00 copay for a one-month (31 day) supply of drugs in this tier
		Tier 3: Non-Preferred Brand Drugs  • \$60.00 copay for a one-month (31 day) supply of drugs in this tier
		Tier 4: Specialty Tier Drugs 33% coinsurance for a one-month (31 day) supply of drugs in this tier

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 30 cc
day of, 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

## 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 10<sup>TH</sup> day of JULY, 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. Budget Workshop.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: \_\_\_\_ O Smust
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 3<sup>RD</sup> day of July, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 3RD day of July, 2014.

Irene Gumula, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

FILED FOR RECORD

AT\_\_\_\_\_O'CLOCK M.

JUL 03 2014

County Clerk, Hockley County, Texas