

**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 the 5th day of December, 2016 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, November 21, 2016.
2. Read for approval all monthly bills and claims submitted to the court and dated through December 5, 2016.
3. Hear Public Assistance monthly report.
- ✓ 4. Consider and take necessary action to approve the First Amendment to Amended & Reinstated Tax Abatement Agreement by and between Hockley County, Texas and Red Raider Wind, LLC.
- ✓ 5. Consider and take necessary action to approve agreement for CIRA to provide Website Service support for Hockley County, Texas.
6. Consider and take necessary action to approve resale bids for 301 Richardson, Sundown, Texas.
7. Consider and take necessary action to approve the purchase of a 2016 Caterpillar Motor Grader for use in Precinct 4 through the Buy Board.
8. Consider and take necessary action to approve the purchase of a 2017 John Deere 770G Motor Grader for use in Precinct 3 through the Buy Board.
9. Consider and take necessary action to approve the purchase of a 2017 John Deere 770G Motor Grader for use in Precinct 2 through the Buy Board.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: Charla Baldrige
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 2nd day of December, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 2nd day of December, 2016.

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

Filed for Record
at _____ o'clock _____ M.

DEC 02 '16

Irene Gumula
County Clerk Hockley County, Texas

VOL. 64 PAGE 447

REGULAR MEETING
DECEMBER 5, 2016

Be it remembered that on this the 5TH day of December 2016, 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 Baldrige	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	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 November 21, 2016, A. D., 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 December 5, A. D. 2016, be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her November 2016, monthly approvals and denial request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of November 2016.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Rubin Cantu	1208 - 10 th	Levelland	Propane	\$ 65.00
Cheryl Honea	1006 - 10 th St	Levelland	Electric	\$ 75.00
Marvin McInturff	1004 - 8 th	Levelland	Shelter	\$150.00

DENIED APPLICANTS

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

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

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Nicole Muniz	405 - 14 th St	Levelland

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners Court approve the First Amendment to
Amended & Reinstated Tax Abatement Agreement by and between Hockley County,
Texas and Red Raider Wind, LLC, as per Agreement recorded below.**

SECOND AMENDED & RESTATED TAX ABATEMENT AGREEMENT

Between

HOCKLEY COUNTY and RED RAIDER WIND, LLC

State of Texas

County of Hockley

This Second Amended & Restated Tax Abatement Agreement (the "Agreement") is made and entered into by and between Hockley County, Texas ("County"), acting through its duly elected officers and Red Raider Wind, LLC, a Delaware limited liability company, and Boulevard Associates, LLC, a Delaware limited liability company and its owners and assigns, (collectively "Owner"), as owner of Eligible Property (as hereinafter defined) to be located on the tracts of land comprising the Hockley County Wind Reinvestment Zone #1 and Hockley County Wind Reinvestment Zone #2, more specifically described in Attachment A to this Agreement and this Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV(D) herein unless terminated earlier as provided herein.

Recitals

The County and Owner hereby agree that the following statements are true and correct and constitute the basis upon which the County and Owner have entered into this Agreement.

1. The County and Red Raider Wind, LLC previously entered into a Tax Abatement Agreement as approved and executed by Commissioners Court on July 28, 2014 (the "**Original Agreement**") filed in the County Clerk's Office.
2. The County and Red Raider Wind, LLC amended and restated the Tax Abatement Agreement as approved and executed by Commissioners Court on March 23, 2015 (the "**Amended and Restated Agreement**") filed in the County Clerk's Office.
3. Since the execution of the first Amended and Restated Agreement the timeline of the project has significantly changed.
4. This Agreement shall supersede the Original Agreement.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as in effect on the date hereof, and by the Hockley County Guidelines and Criteria Governing Tax Abatements.

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. "Abatement" means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- B. "Calendar Year" means each year beginning January 1 and ending on December 31.
- C. "Certificate" means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the wind and solar power project described herein, outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the project. Upon receipt of the Certificate, the County, with seventy two (72) hours' notice, may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified.
- D. "Certified Appraised Value" means the appraised value, for property tax purposes, of the property within Hockley County Wind Reinvestment Zone #1 and Hockley County Wind Reinvestment Zone #2, as certified by the Hockley County Appraisal District for each taxable year.
- E. "Eligible Property" means property eligible for Abatement under the Hockley County Guidelines and Criteria Governing Tax Abatement, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Hockley County Guidelines and Criteria Governing Tax Abatement. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- F. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure or fixture erected on or affixed to the land. Improvements specifically include the Owner's wind turbines and towers, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roads, padmount transformers, collection system, operations and maintenance buildings, meteorological towers, substations,

generator transmission tie line, communications equipment and switching station that will be located in Hockley County.

- G. "Owner" means Red Raider Wind, LLC, and Boulevard Associates, LLC, the entities that own or lease the Real Property for which Abatement is being granted, and any assignee or successor in interest of Red Raider Wind, LLC and/or Boulevard Associates, LLC. The terms "Red Raider Wind, LLC" and "Boulevard Associates, LLC" means and includes the Owner.
- H. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.
- I. "Reinvestment Zones" means Hockley County Wind Reinvestment Zone #1 and Hockley County Wind Reinvestment Zone #2, the reinvestment zones (as that term is defined in Chapter 312 of the Texas Tax Code) created by Hockley County and described in Attachment A to this Agreement.
- J. "Site" means the portion of the Reinvestment Zones on which Owner makes the Improvements for which the Abatement is granted hereunder.
- K. "Turbine/Panel Nameplate Capacity" means the generating capacity of an individual wind turbine or solar panel as designated by the manufacturer(s) of the turbines or panel to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.

III. Improvements in Reinvestment Zones

Owner contemplates making the following Improvements in consideration for the Abatement set forth in Paragraph IV of the Agreement:

- A. Owner agrees to use commercially reasonable efforts to construct Improvements on the Site consisting of a combined wind and solar power facility with a currently anticipated capacity of approximately One Hundred to Two Hundred (100 to 200) MW of overall Nameplate Generating Capacity located in the Reinvestment Zones. The Project will be constructed in one phase by Owner. Owner may assign rights and responsibilities contained herein to a project entity or project entities in relation to the number of megawatts to be installed by such project company. The Certified Appraised Value will depend upon annual appraisals by the Hockley County Appraisal District. The number of turbines, solar panels and inverters actually installed will vary depending on the types of turbines, solar panels and inverters used and the size of the combined wind and solar power facility.

- B. Improvements also shall only include property in the Reinvestment Zones meeting the definition of "Eligible Property" that is used to produce wind and solar power and perform other functions related to, or in support of, the production or transmission of wind and solar generated electrical power within Hockley County Wind Reinvestment Zones #1 and #2.
- C. Owner shall commence construction of the Improvements by no later than August 31, 2018, and shall use commercially reasonable efforts to complete construction by no later than December 31, 2018.

IV. Term and Portion of Tax Abatement; Taxability of Property

- A. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zones shall be taxable in the following ways before and during the Term of this Agreement:
 - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
 - 2. The Certified Appraised Value of property existing in the Reinvestment Zones prior to execution of this Agreement shall be fully taxable at all times;
 - 3. Prior to commencement of the abatement period designated in Paragraph IV (B), 100% of property taxes levied on the Certified Appraised Value of Owner's real and personal property located in the Reinvestment Zones will be owed and payable by Owner;
 - 4. 100% of County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
 - 5. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zones shall be fully taxable after expiration of the abatement period designated in Paragraph IV(B).
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all Hockley County property taxes as follows:
 - 1. Beginning on the January 1st of the tax year in which the Owner's completed project is placed on the tax rolls and ending upon the conclusion of ten full Calendar Years thereafter, the Abatement is 100%.
 - 2. 100% of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zones) are abated in the respective period designated

above.

3. 100% of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Reinvestment Zones are abated in the respective period designated above. NOTE: same comment as in A3 above re landowner paying taxes
 4. The base year (as of January 1, 2017) value for the proposed Improvements is zero.
- C. A portion of all the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that such exemptions shall not apply to the Improvements.
- D. As additional consideration for this Abatement, Owner agrees to make an annual payment to the County of One Thousand, Five Hundred Dollars per megawatt per year (\$1,500.00/MW/YR) of installed Turbine/Panel Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zones), subject to a minimum payment based upon Eighty megawatts during the ten (10) years the abatement is in effect. The first such payment shall be due and payable on October 1, 2019, and delinquent if not paid on or before January 31, 2020, with the remaining nine (9) payments due and payable annually on or before October 1 thereafter and delinquent if not paid on or before the immediately following January 31.
- E. Owner agrees that the Improvements described in Paragraph III, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to Hockley County by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate not more than 10% of all Improvements), Owner's removal shall not be deemed a default under this Agreement if Owner pays to County as liquidated damages for such removal, within thirty (30) days after demand, all taxes for such removed Improvements which otherwise would have been paid to the County for the then-remaining portion of the Term had the Improvements not been removed. For each year of the Term remaining, the amount of taxes due as liquidated damages for Owner's removal of Improvements shall be calculated based upon the (i) forecasted value of the Improvements and (ii) applicable tax rate, in each case of the year such taxes are assessed, such forecasted value to be based on the appraised value of the last complete tax year in which the Improvements were in operation and the scheduled depreciation thereof. **IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE REMEDY PROVIDED ABOVE**

SHALL BE THE SOLE REMEDY OF THE COUNTY, AND SHALL CONSTITUTE OWNER'S SOLE LIABILITY. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

V. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that if constructed, (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zones is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.

- B. The County represents that (i) the Reinvestment Zones and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Hockley County Guidelines and Criteria Governing Tax Abatement as both exist on the effective date of this Agreement; (ii) no abatement will apply to Improvements or the land on which they are located if such land is owned or leased by a member of the County Commissioners Court as of the effective date of this Agreement, (iii) that the property on which the Improvements will be located within the Reinvestment Zones is located within the legal boundaries of the County and (iv) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zones and this Agreement.

VI. Access to and Inspection of Property by County Employees

- A. Owner shall allow the County's employee, as designated by the County Judge, access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner seventy two (72) hour notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the

Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

- B. Owner shall, within ninety (90) days after the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing a written statement to the same to the County Judge.

VII. Default, Remedies and Limitations of Liability

- A. The County may declare a default if Owner breaches any material term or condition of this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the County may modify the Agreement upon mutual agreement with Owner. In the event of default, the County may pursue the remedies provided for in Paragraph VII(B) and VII(C) below or the preceding Paragraph IV(E), as applicable. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of "Force Majeure". "Force Majeure" means any contingency or cause beyond the reasonable control of Owner, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes and strikes.
- B. The County shall notify (i) Owner and (ii) any lender of record in the Real Property Records of Hockley County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have ninety (90) days from the date of such notice to cure any default, except that where the default is incapable of being cured within ninety (90) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner and any lender of which the County has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.
- C. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the County shall be entitled to cancel the Agreement and recapture property tax revenue lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure.
- D. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER

THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(C) OF THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN PARAGRAPH IV(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPHS IV(E) AND VII(B), ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- E. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND PAYMENT OF LIQUIDATED DAMAGES AS PROVIDED IN THE AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County or the State of Texas.

IX. Assignment of Agreement

The parties agree that the rights and obligations under this Agreement may be assigned, in whole or in part, by Owner to one or more assignees, provided Owner provides the County with twenty (20) days written notice prior to any such assignment and provides the County with a copy of the assignment agreement after it has been entered into. Upon such an assignment, the assignor shall no longer have any interest or liability with respect to the assigned rights and obligations, and a new abatement agreement with the same terms and conditions as this Agreement but with respect only to such assigned rights and obligations shall be deemed to exist between the assignee and the County. Upon the written request of the assignor or assignee, the County shall acknowledge in writing any such assignment and any such new abatement agreement.

X. Notice

All notices, demands and other communications of any type (collectively, "Notices") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading. Notice delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such notice shall be given by at least one of the methods of delivery consistent with Section VII(E). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Red Raider Wind, LLC
 Boulevard Associates, LLC
 c/o NextEra Energy Resources, LLC
 700 Universe Blvd
 Juno Beach Office
 Juno Beach, FL 33408

To the County: Hockley County Judge
 Hockley County Courthouse
 802 Houston Street
 Levelland, TX 79336
 Fax: 806-894-6820

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by

reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Hockley County Guidelines and Criteria Governing Tax Abatement. To the extent this Agreement modifies any requirement or procedures set forth in the Hockley County Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

XV. Entire Agreement

This Agreement contains the entire and integrated Amended & Restated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVI. Coordination of Local Hiring and Services

Owner shall require its general contractor to use reasonable commercial efforts to maximize its use of Hockley County labor and services and supplies purchased from Hockley County businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Attachment B.

XVII. Road Maintenance

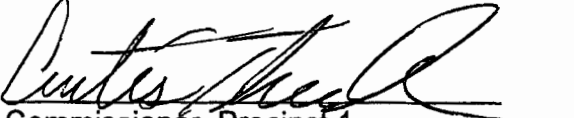
During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and agrees to repair any damage caused to County roads by Owner or its agents during the construction period. After construction, Owner will leave such County roads in a state of

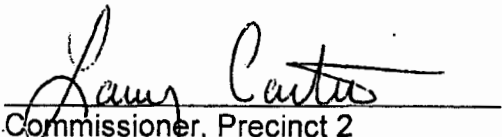
equal or better condition than they were in prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road used or necessary for Owner's operations will be borne solely by Owner. After construction, the County will only be responsible for the normal routine maintenance of the County roads.


In Testimony of which, this Agreement has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

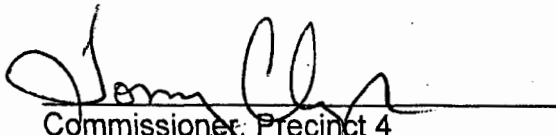
HOCKLEY COUNTY, TEXAS, by:

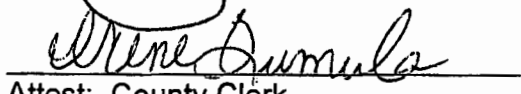

County Judge


Commissioner, Precinct 1


Commissioner, Precinct 2


Commissioner, Precinct 3


Commissioner, Precinct 4


Attest:, County Clerk

Date

Red Raider Wind, LLC

By: _____
John DiDonato, Vice President

Date:

Attachment A

Attached is the Resolution Designating Reinvestment Zone dated July 14, 2014, (Hockley County Wind Reinvestment Zone #1), duly passed by the Hockley County Commissioners Court, and a map depicting the location of Hockley County Wind Reinvestment Zone #1.

Attached is the Resolution Designating Reinvestment Zone dated March 9, 2015, (Hockley County Wind Reinvestment Zone #2), duly passed by the Hockley County Commissioners Court, and a map depicting the location of Hockley County Wind Reinvestment Zone #2.

Attachment B

Local Spending and Support Plan

- A. In connection with the construction and operation of the Improvements in Hockley County (the "Project"), Owner and the Owner's prime contractor(s) ("Prime Contractor(s)") responsible for overseeing construction and/or operation of the Improvements will invest by using commercially reasonable efforts to use services, materials and supplies purchased from Hockley County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by Hockley County residents that are not: (i) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents. Within ninety (90) days following completion of physical construction of the Project, Owner shall provide the County with a written project summary of the investment showing its compliance with the requirements set forth in this Local Spending and Support Plan.
- B. In no event shall Owner or the Prime Contractor discriminate against Hockley County residents in employment or in the purchase of goods and services.
- C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use Hockley County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ Hockley County residence who are not: (i) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants.
- D. Owner or Prime Contractor shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in Hockley County who is interested in obtaining information about (1) employment, or (2) commercial services or supplies expected to be purchased by a contractor.
- E. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the Project at which information will be provided regarding the construction and hiring needs of the Project. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners Court approve the agreement for CIRA to
provide Website Service support for Hockley County, Texas, as per Agreement recorded
below.**



**COUNTY INFORMATION RESOURCES AGENCY
SERVICES AGREEMENT**

This Services Agreement is entered into between the County Information Resources Agency (CIRA) and the undersigned local government or governmental entity (Member), effective 12-5, 2016.

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body approved execution of a Services Agreement with CIRA on 12-5, 2016.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

1.5 Security.

1.5.1 Password protection. **SECURITY IS THE RESPONSIBILITY OF EVERYONE.** Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason with the exception of a CIRA representative if User requests technical support.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is

responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA

DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

To CIRA:

The County Information Resources Agency

c/o Texas Association of Counties

1210 San Antonio Street

Austin, Texas 78701

Attn: Brittany Lane, CIRA Manager

brittanyl@county.org

To Member:

To the Member Contact specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to

return of any fees paid for Services that have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Email Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.

2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.6 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit B and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on the CIRA website at www.cira.state.tx.us.

2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit C. For example, the standard format for a county's Internet domain name is www.co. [county name].tx.us.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's server to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit A.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website accessibility and Service interruption.

Except as provided below, CIRA will ensure that Member's website is accessible to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website accessibility or Service. Additionally, equipment failure may cause a temporary loss of website accessibility or Service. Member agrees that CIRA is not liable for any loss or interruption of website accessibility or Service regardless of the cause of interruption.

3.6 Content posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit A. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

EXECUTED effective as of the date specified above:

COUNTY INFORMATION RESOURCE AGENCY

By: _____
Gene Terry, Executive Director
Texas Association of Counties

Date: _____

MEMBER:

By: Sharla Baldrige

Date: 12-5-2016

Sharla Baldrige
[printed name]

Hockley County Judge
[title]

MEMBER'S CONTACT:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

MEMBER EMAIL ADMINISTRATOR:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Exhibit A: Email & Website Services Pricing

Email Services:

\$2.00 per basic email account, per month

- Rackspace Email

Flexible use of accounts- can easily be configured for use on cell phones, tablets, 3rd party email programs (Outlook, Windows Live Mail, Mozilla Thunderbird, etc.)

\$10.00 per Exchange email account, per month

- Rackspace Hosted Exchange
- Easily share calendars and folders using Outlook. Easy mobile device integration.

Additional Email Service:

Mobile Sync: \$1.00 extra per email account

- Allows Users the ability to sync Email, calendar & contacts from their webmail to their iPhone, Android or Windows Mobile Device.
(Automatically included for an Exchange email account)

Website Services:

1. Standard Website Package: \$550.00

- a. Predesigned template with colors, logo and Member name inserted into header
- b. netStartClass Content Management System / calendar
- c. project setup
- d. 1 year web hosting included (annual recurring website hosting fee \$550.00)

2. Custom Website Package: \$3995.00 & up

- a. Custom designed templates for Member website
- b. Titanium Content Management System
- c. project setup
- d. online training session for content managers
- e. Optional CMS modules available (blogs, database module, custom site search engine, mobile website, etc.)

- f. 1 year website hosting included
- g. One-time fee starting at \$3995.00 to create the custom website

Additional Website Services:

Website Content Management

- \$500.00 a year - CIRA maintains the Member's website. Based on information provided by Member- website postings, standard website editing and updates are completed by CIRA. The Member also has the option to edit and update the website along with CIRA.

Website Content Migration

- \$50.00 per hour- CIRA will migrate content from another website to a CIRA website or from a CIRA basic website to a CIRA custom website.

Website Content Customization

- \$50.00 per hour – If a Member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the Member will incur a website customization charge.

Exhibit B: Email Terms and Conditions; Individual User's Agreement.

As a condition of receiving access to the email Service provided by the County Information Resources Agency (CIRA), I understand and agree that:

1. I must comply with CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by CIRA from time to time and that the current version of the applicable terms and conditions is the version be posted on the CIRA website:
www.cira.state.tx.us;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by CIRA's email terms and conditions may result in CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person **for any reason**
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact CIRA to request that my password be reset.

SIGNED the ___ day of _____, 20__.

USER:

Printed Name: _____

Title: _____

Email address: _____

Version: [2016]

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Exhibit C: Internet Domain Name Authorization Form for a County.

<Insert Date>

Dear Brittany Lane:

On behalf of <insert county name> County, Texas, I hereby authorize the County Information Resources Agency (CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized Brittany Lane to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of the Texas Regional Hostmaster as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

Administrative Contact: Brittany Lane
County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: admin@cira.state.tx.us

Technical Contact: Brittany Lane
County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: admin@cira.state.tx.us

Sincerely,

<insert signature block>

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Exhibit D: CIRA Service Order Form.

Member Name: Hockley County

Please place an "X" in the box next to the service you would like to use. For Email Service please indicate the number of Email accounts.

EMAIL SERVICES

- Basic Email service - \$2.00 per Email account per month

 - Exchange Email service- \$10.00 per Email account per month
Mobile Sync is included with the Exchange Email service.

 - Mobile Sync -\$1.00 per Email account per month
-

WEBSITE SERVICES

- Standard Website Package
Package includes standard website template and website hosting- \$550.00 a year.

- Custom Website Package
Package pricing starts at \$3,995.00 and includes one year of website hosting. After the initial included year of hosting, annual hosting fee will vary based on website.

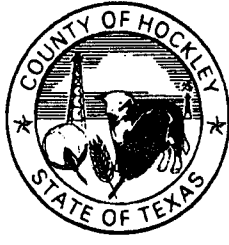
- Additional Service Options:**
- Website Content Management - \$500.00 a year

- Website Content Customization - \$50.00 an hour

- Website Content Migration - \$50.00 an hour

Authorized Signature: Sharla Baldrige
Printed Name: Sharla Baldrige
Title: County Judge

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners Court approve the resale bid in the
amount of Two Thousands Dollars (\$2000.00) to Joe P. Hernandez for property known
as 301 Richardson St., Sundown, Texas, as per Resale Bid recorded below.**



OFFICE OF

DEBRA C. BRAMLETT

COUNTY TAX ASSESSOR
HOCKLEY COUNTY
LEVELLAND, TEXAS

TO PAY ONLINE
www.co.hockley.tx.us.com

ADDRESS ALL CORRESPONDENCE TO

624 Ave. H, SUITE 101
LEVELLAND, TX 79336
PHONE: (806) 894-4938
FAX: (806) 894-1102

YVONNE GIPSON
CHIEF DEPUTY

email:
propertytax@hockleycounty.org

November 21, 2016

To all Concerned Entities:

RE: MAVERICK CSL (BSB), LGE 39, TR 66, TR 31, AB171, ACRES 1.494 (301 RICHARDSON)

We have received a bid in our office for the above property from Joe Hernandez in the amount of \$2,000.00. His bid has been approved by Sundown ISD. At this time I am submitting the bid to your entity for your consideration. I am enclosing a statement of all taxes due and a copy of his bid. Once you have made your decision on this bid for Mr. Hernandez, please let me know of your decision, so I can notify him. Thank you for your time and consideration.

Sincerely

Debra C Bramlett
Hockley County Tax Assessor Collector
Enc/

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BID FORM FOR RESALE OF PROPERTY
STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

8/12/16
(DATE)

Joe P. Hernandez
(NAME)

2,000⁰⁰
AMT OF BID

PO Box 367
ADDRESS-P.O. BOX OR STREET
Sundown TX 79372
CITY STATE & ZIP CODE

(806) 893-4512
PHONE NUMBER

301 Richardson St Sundown TX 79372
LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY

See attached letter
LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY AND YOUR BID

THANK YOU FOR YOUR BID

HOCKLEY COUNTY TAC

Joe P Hernandez (Bid)

Po Box 367

Sundown Tx, 79372

(806) 893-4512

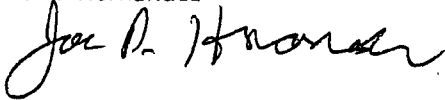
The land need a lot of work. There are sand drifts 3 feet high and needs a lot of cleaning up, enclosed are some pictures.

I was advised by the Abstract office that the Deed needs to be corrected and the cost is about \$800 attached is a letter from the Hockley County Abstract.

I orginally wanted to bid \$2,500 but because of the Deed problem I will only bid \$2,000.

Thank you

Joe P Hernandez



HOCKLEY COUNTY ABSTRACT, LTD.
609 AUSTIN - BOX 968
LEVELLAND, TX 79336
Phone (806)894-6127 Fax (806) 894-8578

August 12, 2016

Joe Hernandez
P.O. Box 367
Sundown, TX 79372

Dear Mr. Hernandez,

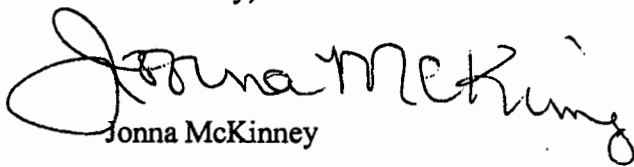
Regarding the property you are researching, the legal description on the Sheriff's Deed recorded in Volume 1045, Page 258 of the Official Public Records of Hockley County, Texas, does not provide a complete legal description for the 1.494 acre tract being conveyed.

If you acquire this property, you will need to obtain a Correction Deed that includes the metes and bounds description of the property in order for you to have a good and merchantable title. You may need to obtain a survey in order to get the metes and bounds description if it is not available on the Deed into Leroy Sumruld.

The cost of a survey and a correction Deed will be approximately \$800.00 if you choose to acquire the property.

If you have any questions or need anything further please let me know.

Yours truly,


Jonna McKinney

jm
encl.

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STATEMENT OF ALL TAXES DUE

ACCT # R17299
 DATE 11/21/2016
 CR



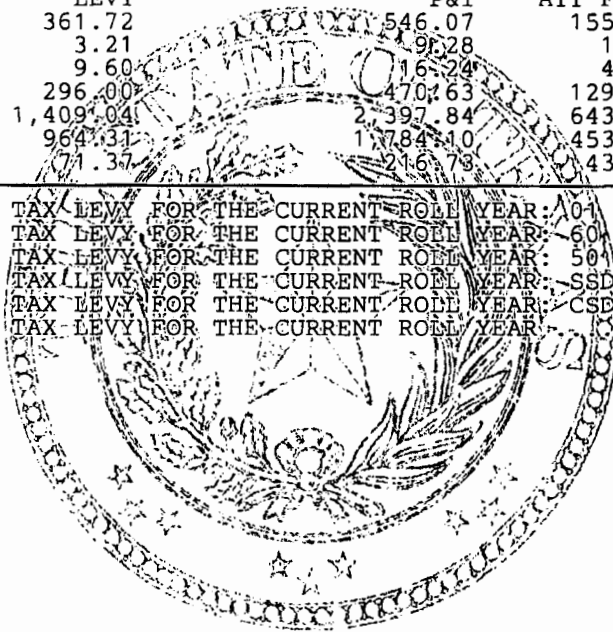
HOCKLEY COUNTY TAX OFFICE
 624 AVE H STE 101
 LEVELLAND TEXAS 79336
 (806) 894-4938

CUSTOMER'S COPY

BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
HOCKLEY COUNTY	361.72	546.07	155.95	1,063.74
COUNTY WIDE SCHOOL	3.21	9.28	1.88	14.37
HIGH PLAINS WATER	9.60	16.24	4.37	30.21
SOUTH PLAINS COLLEGE	296.00	470.63	129.72	896.35
SUNDOWN I S D	1,409.04	2,397.84	643.50	4,450.38
CITY OF SUNDOWN	964.31	1,784.10	453.66	3,202.07
SUNDOWN CED	71.37	216.79	43.21	331.31

TAX LEVY FOR THE CURRENT ROLL YEAR: A01	11.95
TAX LEVY FOR THE CURRENT ROLL YEAR: 601	.16
TAX LEVY FOR THE CURRENT ROLL YEAR: 501	8.47
TAX LEVY FOR THE CURRENT ROLL YEAR: SSD	22.03
TAX LEVY FOR THE CURRENT ROLL YEAR: CSD	15.69
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR:	58.30



OFFICE COPY

**Motion by Commissioner Clevenger , seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners Court approve the purchase from the Buy
Board of a 2016 Caterpillar Motor Grader for use in Precinct 4, as per Bid recorded
below.**



Quote 176379-01

November 3, 2016

HOCKLEY COUNTY 4
BOARD OF COUNTY COMMISSIONERS
802 HOUSTON ST STE 103
LEVELLAND
Texas
79336-3706

Attention: TOMMY CLEVINGER

Dear TOMMY CLEVINGER,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140M3 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C74931 SERIAL NUMBER:0N9D00624 YEAR:2016

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Brian Hutcheson
Machine Sales Representative

MACHINE SPECIFICATIONS**Description**

140M3 MOTOR GRADER
 CHROME MOLDBOARD, 14' PLUS
 COLD WEATHER PACKAGE
 LINES, STANDARD W/O ACCUMULATOR
 PRECLEANER, SY-KLONE
 BASE + 2 (FL, RIP)
 STARTER, ELECTRIC, HEAVY DUTY
 LIGHTS, FRONT HEADLIGHTS, HIGH
 CAB, PLUS (STANDARD GLASS)
 CAB, PLUS (INTERIOR)
 SEAT BELT
 PRODUCT LINK, SATELLITE PLE631
 JOYSTICK CONTROLS, BASIC
 GUARD GP, HITCH
 LANGUAGE, ENGLISH
 ANTIFREEZE WINDSHIELD WASHER
 LIGHTS, WORKING, PLUS
 LIGHT, LED WARNING STROBE
 MOUNTING, WARNING LIGHT
 CAMERA, REAR VISION
 MIRRORS, OUTSIDE MOUNTED
 GUARD, TRANSMISSION
 HEATER, ENGINE COOLANT, 120V
 AM/FM Radio
 14.00 Bias Ply Tires MP*

Buyboard Sell Price	\$265,000.00
Less Gross Trade Allowance (2012 140M2 M9D885)	(\$156,000.00)
Trade Difference	\$109,000.00
Guaranteed Minimum Repurchase 5 Year or 5000 Hours	(\$150,000.00)
Total Cost	(\$41,000.00)

WARRANTY

Extended Warranty: Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR
 (whichever comes first) Full Machine Warranty Including
Travel Time and Mileage for warratable repairs.

Accepted by 12-5-2016 on _____
Sharla Baldridge Signature

**Motion by Commissioner Barnett, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners Court approve the purchase from the Buy
Board of a 2017 John Deere 770G Motor Grader for use in Precinct 3 , as per Bid
recorded below.**

Quote Id: 14246976

Prepared For:
HOCKLEY CO 3

Prepared By: **JAKE OWENS**

YELLOWHOUSE MACHINERY CO.
3405 E Slaton Road
Lubbock, TX 79404

Tel: 806-763-0473

Fax: 806-763-0331

Email: jakeo@yellowhouse.us

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Date: 25 October 2016

Offer Expires: 30 November 2016

Confidential

Quote Summary

Prepared For:
HOCKLEY CO 3
J.L. BARNETT
Ste 103
802 Houston St
Levelland, TX 79336

Prepared By:
JAKE OWENS
YELLOWHOUSE MACHINERY CO.
3405 E Slaton Road
Lubbock, TX 79404
Phone: 806-763-0473
jakeo@yellowhouse.us

5 YEAR GUARANTEED MINIMUM REPURCHASE \$ 165,000
CHROME MOLDBOARD INCLUDED
TRAVEL TIME & MILEAGE INCLUDED

Quote Id: 14246976
Created On: 25 October 2016
Last Modified On: 05 December 2016
Expiration Date: 30 November 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 770G MOTOR GRADER	\$ 249,000.00 X	1 =	\$ 249,000.00
John Deere Extended Warranty-60MONTH/5000HR FULL	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 249,000.00

Trade In Summary	Qty	Each	Extended
2012 JOHN DEERE 770G MOTOR GRADER - 1DW770GXKBE641918	1	\$ 165,000.00	\$ 165,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 165,000.00
Trade In Total			\$ 165,000.00

Quote Summary	
Equipment Total	\$ 249,000.00
Trade In	\$ (165,000.00)
SubTotal	\$ 84,000.00
Total	\$ 84,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 84,000.00

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Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 14246976

Customer: HOCKLEY CO 3

JOHN DEERE 770G MOTOR GRADER

Hours:

Stock Number:

Code	Description	Qty
8460T	770G MOTOR GRADER	1
Standard Options - Per Unit		
1010	Standard Hydraulic Controls	1
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1
1240	200 amp Alternator	1
1320	No Quick Service Group	1
1410	Standard Fuel & Water Filtration	1
1610	Hydraulic Pump Disconnect	1
1710	JDLink Ultimate Cellular for the Americas, excluding Costa Rica - 5 Years	1
1840	Engine Exhaust with Chrome Stack for 9.0L (EPA FT4 only)	1
1920	No Blade Impact Absorption System	1
2070	14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware	1
2575	No Grade Control Base Kit Installed	1
2605	English Labels and Decals	1
2775	No Topcon Radio Installation	1
2810	Single Input Gearbox without Slip Clutch	1
4914	No Brand Preference	1
5025	Low Cab w/ Fixed Lower Front and Side Opening Windows	1
5510	Autoshift Transmission	1
5710	Transmission Solenoid Valve Guard	1
5815	Hydrau	1
6010	Powered Cab Air Precleaner	1
6130	Premium Heated, Leather/Fabric, High- Wide Back, Air Suspension Seat with Armrests	1
6620	Base Hydraulics w/ 1 Auxiliary Function Control	1
6750	Less Front Attachment	1
6850	No Rear Attachment	1

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Selling Equipment

Quote Id: 14246976

Customer: HOCKLEY CO 3

7160	Deluxe Grading Lights (18 Halogen Lights)	1
7820	No Front Fenders	1
8120	24-to-12 Volt Converter (30 amps peak / 25 amps continuous)	1
8210	Exterior Mounted Rearview Mirrors	1
8310	Lower Front Intermittent Wiper & Washer	1
8410	AM/FM Radio with Aux and Weather Band (WB)	1
8510	Air Conditioner Refrigerant Charged	1
8730	No Sound Absorption Package	1
8820	No Rear Camera	1
9120	Front Window Movable Sun Visor	1
9130	Rear Retractable Sun Shade	1
9210	Decelerator	1
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9273	Right Side Engine Compartment Work Light	1
9280	Slow Moving Vehicle (SMV) Sign	1
9360	Engine Block Heater	1
9714	14.0-24 12 PR NO BRAND PREFERRED G2 WITH 3PC RIM	1

Service Agreements

John Deere Extended Warranty -
60MONTH/5000HR FULL

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**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners Court approve the purchase from the Buy
Board of a 2017 John Deere 770G Motor Grader for use in Precinct 2, as per Bid
recorded below.**

Quote Id: 14209595

Prepared For:
HOCKLEY COUNTY #2 LARRY CARTER

Prepared By: **JAKE OWENS**

YELLOWHOUSE MACHINERY CO.
3405 E Slaton Road
Lubbock, TX 79404

Tel: 806-763-0473
Fax: 806-763-0331
Email: jakeo@yellowhouse.us

Date: 18 October 2016

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Offer Expires: 31 October 2016

Confidential

Quote Summary

Prepared For:
HOCKLEY COUNTY #2 LARRY CARTER
802 Houston, Ste 103
Levelland, TX 79336
Business: 806-894-4092

Prepared By:
JAKE OWENS
YELLOWHOUSE MACHINERY CO.
3405 E Slaton Road
Lubbock, TX 79404
Phone: 806-763-0473
jakeo@yellowhouse.us

GUARANTEED 5 YR BUYBACK OF \$165,000
CHROME MOLDBOARD INCLUDED
TRAVEL TIME & MILEAGE INCLUDED

Quote Id: 14209595
Created On: 18 October 2016
Last Modified On: 05 December 2016
Expiration Date: 31 October 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 770G MOTOR GRADER	\$ 254,000.00 X	1 =	\$ 254,000.00
John Deere Extended Warranty-60MONTH/5000HR FULL	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 254,000.00

Trade In Summary	Qty	Each	Extended
2012 JOHN DEERE 770G - 1DW770GXEBE641914	1	\$ 165,000.00	\$ 165,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 165,000.00
Trade In Total			\$ 165,000.00

Quote Summary	
Equipment Total	\$ 254,000.00
Trade In	\$ (165,000.00)
SubTotal	\$ 89,000.00
Total	\$ 89,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 89,000.00

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Salesperson : X _____

Accepted By : X _____

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Selling Equipment

Quote Id: 14209595

Customer: HOCKLEY COUNTY #2 LARRY CARTER

JOHN DEERE 770G MOTOR GRADER

Hours:

Stock Number:

Code	Description	Qty
8460T	770G MOTOR GRADER	1

Standard Options - Per Unit

1010	Standard Hydraulic Controls	1
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1
1240	200 amp Alternator	1
1320	No Quick Service Group	1
1410	Standard Fuel & Water Filtration	1
1610	Hydraulic Pump Disconnect	1
1710	JDLINK Ultimate Cellular for the Americas, excluding Costa Rica - 5 Years	1
1840	Engine Exhaust with Chrome Stack for 9.0L (EPA FT4 only)	1
1920	No Blade Impact Absorption System	1
2070	14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware	1
2575	No Grade Control Base Kit Installed	1
2605	English Labels and Decals	1
2775	No Topcon Radio Installation	1
2810	Single Input Gearbox without Slip Clutch	1
4917	No Brand Preference	1
5025	Low Cab w/ Fixed Lower Front and Side Opening Windows	1
5510	Autoshift Transmission	1
5710	Transmission Solenoid Valve Guard	1
5815	Hydrau	1
6010	Powered Cab Air Precleaner	1
6130	Premium Heated, Leather/Fabric, High- Wide Back, Air Suspension Seat with Armrests	1
6510	Base Hydraulics - 4 Function Controls	1
6620	Base Hydraulics w/ 1 Auxiliary Function Control	1
6750	Less Front Attachment	1

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Selling Equipment

Quote Id: 14209595

Customer: HOCKLEY COUNTY #2 LARRY CARTER

6850	No Rear Attachment	1
7160	Deluxe Grading Lights (18 Halogen Lights)	1
7820	No Front Fenders	1
8120	24-to-12 Volt Converter (30 amps peak / 25 amps continuous)	1
8210	Exterior Mounted Rearview Mirrors	1
8310	Lower Front Intermittent Wiper & Washer	1
8410	AM/FM Radio with Aux and Weather Band (WB)	1
8510	Air Conditioner Refrigerant Charged	1
8730	No Sound Absorption Package	1
8820	No Rear Camera	1
9120	Front Window Movable Sun Visor	1
9130	Rear Retractable Sun Shade	1
9210	Decelerator	1
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9273	Right Side Engine Compartment Work Light	1
9280	Slow Moving Vehicle (SMV) Sign	1
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1
9717	14.0R24 G2/L2 1 STAR NO BRAND PREFERRED WITH 1PC RIM	1

Service AgreementsJohn Deere Extended Warranty -
60MONTH/5000HR FULL

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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 5th day of December, A. D. 2016, was examined by me and approved.

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner Precinct No. 3

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner Precinct No. 4

[Signature]
County Judge

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

