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 13th day of February, 2017 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 Regular Meeting of the Commissioners' Court held Monday, February 6, 2017.
- 2. Read for approval all monthly bills and claims submitted to the court and dated through February 13, 2017.
- 3. Consider and take necessary action to approve Treasurer's Report.
- 4. Consider and take necessary action to approve refund of Ad Valorem taxes.
- 5. Consider and take necessary action to approve the Oath and bond of Yvonne L. Gipson.
- 6. Consider and take necessary action to approve and sign the 2017 Joint Election Agreement with the City of Sundown and Sundown ISD.
- 7. Consider and take necessary action to approve (3) road crossings for Occidental Permian on Horseshoe Road in Precinct 2.
- 8. Consider and take necessary action to approve road crossing for Occidental Permian on Mineral Road in Precinct 2.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 10th day of February, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 10th day of February, 2017.

Filed for Record _o'clock___

FEB 10'17

Irene Gumula, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

REGULAR MEETING FEBRUARY 13, 2017

Be it remembered that on this the 13th day of February A.D. 2017, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on February 6, 2017, A. D., be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through February 13, 2017, A. D. be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Treasurer's Monthly Report for the month of January 2017, as per Report recorded below.

TREASURER'S 4TH Otr. 2016 FINANCIAL REPORT

THE STATE OF TEXAS **COUNTY OF HOCKLEY AFFIDAVIT**

The Treasurer's Quarterly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} \$19,519,381.71 Months' Ending Balance

Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. \$29,969.99 Months' Interest Earned

The Treasurer's Quarterly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Bublic Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

Therefore, Denise Bohannon, County Treasurer of Hockley, County, Texas, who being fully sworn, upon oath says that the within

And foregoing report is true and confect to the best of her knowledge:
Filed with accompanying vouchers this the day of 4 201
OBhaman 151
Denise Bohannon, Treasurer, Hockley County
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its
accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's
Review and request that it be filed with the official minutes of this meeting. (LGC 114.026(c))
The state of the s
In addition the below signatures affirm that the freasurer's Report complies with statutes as referenced. {LGC 114.026(d)}
Jarle Barnette 2/10/17 Sharla Baldridge
Linda Barnette, Auditor, Hockley County / Date Sharla Baldridge, County Judge
Custo Thrus Kaus Cutos
Curtis Thrash, Comm. Pct. #1 Larry Carter, Comm. Pct. #2
T. L. Barnett absent
Whitey Barnett, Comm. Pct. #3 Tommy Clevenger, Comm. Pct. #4
· · · · · · · · · · · · · · · · · · ·
Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners CoestONEA.
on this 13 4 value of 150 value of 2017.

Irene Gumula, County Clerk

PAGE 782 VOL.

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

SECTION 1 – Cash Flow

Pages 1-5 Combined Statement of Cash Receipts and Disbursements Includes Interest and Bank Service Charge

Page 6-8 Bank Collateral

Pledged Securities the Banks have pledged on behalf of Hockley County

Page 9 Bond Indebtedness - Mallet EventiGenter

Page 10 Certificates of Deposits

SECTION 2 - Investments Long Term

Per the Public Funds Investment Act and the Hockley County Investment Rolicies, the Investments Report Is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed available Information is provided on a Monthly basis.

All investments are in compliance with both the Rublic Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of The investment as priorities (GC 2256.023)

Investments – Funds are not immediately available amust wait until maturity

DATE 02/10/2017 08:59 COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER TO DECEMBER GEL103 PAGE 5

ACCOUNT NAME

CASH BALANCE

CASH

BALANCE

T9,196,240.05

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TO DECEMBER GEL103 PAGE	ENDING CASH BALANCE	5,077.18	1,881.03	11,424.85	14,790.33	1,623.25	36,594.67 36,594.67	69,843.20 97.75- 69,745.45	15,482.48	69,550.01	5,147.77	21,979.28 21,979.28	4,943.01	109,072.80 109,072.80	. 07
	CASH DISBURSEMENTS	4,990.80-	00.	355,892.82-	00.	870,790.28-	00.	48,101.22-	00.	88,740.13-88,740.13-	2,229.74-	538.62-	00.	644.90-	3,938,955.69- 3,938,955.69-
AND DISBURSEMENTS	CASH RECEIPTS	4,998.22	3.03	167,904.48	173.82	870,826.46 870,826.46	1,542.43	58,159.06 .00 .8,159.06	25.07	140,342.09	941.66	1,963.64	192.10	6,554.63	3,938,955.69
OF CASH RECEIPTS	BEGINNING CASH BALANCE	5,069.76 5,069.76	1,878.00	199,413.19	14,616.51	1,587.07	35,052.24 35,052.24	59,785.36 97.75- 59,687.61	15,457.41	17,948.05	6,435.85	20,554.26	4,750.91	103,163.07	.07
DATE 02/10/2017 08:59 COMBINED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER	ACCOUNT NAME	2016 083 CA THEFT OF SERVICE CASH FUND TOTALS	2016 084 SHERIFF WORK RELEASE PROGRAM CASH FUND TOTALS	2016 085 HOCKLEY CO GRANTS FUND CASH FUND TOTALS	2016 087 HC JUVENILE PROBATION FEES CASH/AIM FUND TOTALS	2016 088.PAYROLL CLEARING ACCOUNT CASH/ASB FUND TOTALS	2016 089 SEIZURE PROCEEDS FUND CASH/ASB FUND TOTALS	2017 090 JUVENILE PROBATION FUND CASH/AIM ACCOUNTS RECEIVABLE FUND TOTALS	2016 091 JUVENILE PROBATION RESTITUTION CASH FUND TOTALS	2017 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB FUND TOTALS	2016 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	2016 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	CO 2016 095 D A RESTITUTION FUND CASH/ASB FUND TOTALS	2016 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	2016 098 CLEARING FUND CASH FUND TOTALS

ENDING CASH BALANCE 422.86	689.95	10,555.98	1,50	2,177.13	128.31 37,709.38 37,837.69	.00 249,162.37 .00 249,162.37	551,009.09	21,399.20 .00 .21,399.20	474,311.90	31,366.93	4,531.45	12,891.38 12,891.38	17,064.68 17,064.68
CASH DISBURSEMENTS 2,638.60-	1,289.90- 1,289.90-	54,166.06- 54,166.06-	00.	00.	000	806.25- 000 806.25-	452,479.86- 452,479.86-	, 000	214,471.22-	3,564.29-	00.	9,336.00-	00.
CASH RECEIPTS 2,638.70	1,607.50	50,030.51	00.	3.50	50.23 .00 50.23	7,408.88 00 7,408.88	547,105.58	34.66	106,881.91	51.79	7.33	10,915.00	27.64
BEGINNING CASH BALANCE 422.76	372.35	14,691.53	1.50	2,173.63	78.08 37,709.38 37,787.46	242,559.74 242,559.74 .00 242,559.74	456,383 <u>.37</u> 456,383.37	21,364.54	581,901.21	34,879.43 34,879.43	4,524.12	11,312.38	17,037.04
ACCOUNT NAME FUND TOTALS	2016 054 JUSTICE OF PEACE #4 CASH FUND TOTALS	2016 055 JUSTICE OF PEACE #5 CASH FUND TOTALS	2016 056 SHERIFF FEE ACCOUNT CASH FUND TOTALS	2016 057 SO TRAINING DONATIONS FUND CASH/ASB - FUND TOTALS	2016 060 1&S FUND: '88 HOSPITAL BOND CASH/ASB TODA - CD BALANCE FUND TOTALS	2016 065 MPEC INTEREST & SINKING FUND CASH BUSINESS ELITE SAVINGS ACCT TDOA - INVESTMENT BALANCE FUND TOTALS	2016 070 PERMANENT IMPROVEMENT FUND CASH/ASB FUND TOTALS	2016 071 HOCKLEY CO ROAD BOND FUND CASH/AIM TDOA/ASB FUND TOTALS	2016 072 MALLET OPERATING FUND CASH/AIM FUND TOTALS	2016 079 DA FEDERAL FORFEITED FUNDS CASH FUND TOTALS	COS 2016 080 FM & LR FUND CASH AIM FUND TOTALS	2016 081 DA TRUST ACCOUNT CASH/AIM FUND TOTALS	2016 082 DA FORFEITURE FUND CASH FUND TOTALS

ACCOUNT NAME AUDIT CASH ON HAND FUND TOTALS	2016 030 LAW LIBRARY FUND CASH/AIM FUND TOTAÉS	2016 035 LIBRARY FUND CASH/AIM FUND TOTALS	2016 039 DISTRICT CLER CASH/AIM FUND TOTALS	2016 040 COUNTY CLERK PRESERVATION FUND CASH/AIM TDOA - CD BALANCE - ASB FUND TOTALS	2016 041 RECORDS MANAGEMENT OFFICER CASH/AIM FUND TOTALS	2016 042 R&B EXTRA FEE CASH/ASB FUND TOTALS	2016 043 COURTHOUSE SEC CASH/AIM FUND TOTALS	2016 044 JUSTICE COURT CASH FUND TOTALS	2016 045 SHERIFF CASH BOND ACCOUNT CASH FUND TOTALS	2016 046 COUNTY CLERK C CASH FUND TOTALS	2016 047 JP5 CASH BOND ACCOUNT CASH FUND TOTALS	2016 048 COUNTY CLERK CASH FUND TOTALS	2016 051 JUSTICE OF PEA CASH FUND TOTALS	2016 052 JUSTICE OF PEA
HAND	UND		DISTRICT CLERK PRESERVATION CASH/AIM FUND TOTALS	PRESERVATION FUND ANCE - ASB	EMENT OFFICER	FEE ACCOUNT ALS	SECURITY FUND LS	JUSTICE COURT TECHNOLOGY FUND CASH FUND TOTALS	SOND ACCOUNT	K CASH BOND ACCT LS	ACCOUNT		PEACE #1 LS	PEACE #2
BEGINNING CASH BALANCE .00 49,859.49	23, 345.36 23, 345.36	91,284.85	3,428.63	115,370.35 .00 115,370.35	14,018.46	136,448.94	19,600.83	41,039.46	77,410.42	58,135.02 58,135.02	7,534.71	29,116.76	2,718.70 2,718.70	
CASH RECEIPTS .00	776.60	1,088.08	1,800.00	11,990.59 .000 90.59	1,439.72	52,671.71	2,661.55	2,057.23	1,000.00	166.00	00.	78,787.65	7,491.99	יר פרא ני
CASH DISBURSEMENTS 17,386.95-	1,560.00-	53,610.30-53,610.30-	00.	3,041.75-	1,094.27-	00.	00.	5,326.32-	6,000.00-	00.	300.00-	81,866.98-	8,495,49- 8,495.49-	07 863 6 -
ENDING CASH BALANCE .00 48,549.66	22, 561, 96 22, 561, 96	38,762.63 38,762.63	5, 228, 63	124,319.19	14,363.91	189,120.65	22,262.38 22,262.38	37,770.37	72,410.42	58,301.02	7,234.71	26,037.43	1,715.20	

GEL103 PAGE	ENDING CASH BALANCE	8,478,903.77 .00 .00 .00 8,478,903.77	2,839,551.26 3,240,677.88 00 00 6,080,229.14	866,362.67 .00 866,362.67	66,715.59 66,715.59	<u>62,917.02</u> 62,917.02	24,428.43 24,428.43	176,058.00 176,058.00	91,168.79 37,935.63 129,104.42	338,822.55 91,703.39 430,525.94	503,515.75 52,490.33 556,006.08	161,721.27 37,036.93 198,758.20	48,549.66
TO DECEMBER	CASH	8,478	2,839	866	99	62,	24	176,	91,	338, 91, 430,	503, 52, 556,	161, 37, 198,	48,
FROM OCTOBER	CASH DISBURSEMENTS	2,306,989.82- .00 .00 2,306,989.82-	4,584,796.00- .00 5,022,483.17- .00 9,607,279.17-	1,240,045.45-	00.	39,873.06- 39,873.06-	000.	82,337.31- .00 .82,337.31-	216,772.37- 00. 216,772.37-	157,092.49- 7,700.00- 164,792.49-	246,368.93-	166,871.13- .00 .166,871.13-	17,386.95-
CASH RECEIPTS AND DISBURSEMENTS	CASH RECEIPTS	4,260,784.97 .00 .00 4,260,784.97	5,027,195.26 3,193,751.17 .00 2,475.62 8,223,422.05	1,468,913.99	108.13	74,487.29	39.58	1,756.33	130,698.35 8,602.84 139,301.19	21,632.81 8,602.84 30,235.65	168,834.59 8,602.84 177,437.43	140,346.53 8,602.84 148,949.37	16,077.12
	BEGINNING CASH BALANCE	6,525,108.62 .00 .00 .00 6,525,108.62	2,397,152.00 46,926.71 .00.007.55 7,020,007.50	637, 494.13 .00 637, 494.13	66,607.46 66,607.46	28,302.79 28,302.79	24,388.85	256,638.98 .00 256,638.98	177,242.81 29,332.79 206,575.60	474,282.23 90,800.55 565,082.78	581,050.09 43,887.49 624,937.58	188, 245.87 28, 434.09 216, 679.96	49,859.49
DATE 02/10/2017 08:59 COMBINED STATEMENT OF	ACCOUNT NAME	2016 010 GENERAL FUND CASH/AIM AUDIT CASH ON HAND TDOA/CD/ASB FUND TOTALS	2016 011 AD VALOREM TAX ACCOUNT CASH/AIM CASH/TO AD VAL EXCESS CASH/TO BE SAVINGS TDOA - CD/AIM BANK TDOA - CD/PIAT FUND TOTALS	2016 012 OFFICERS SALARY FUND CASH/AIM AUDIT CASH ON HAND FUND TOTALS	2016 013 AUTO RECISTRATION FUND CASH/AIM FUND TOTALS	2016 014 INDIGENT HEALTH CARE FUND CASH/AIM FUND TOTALS	2016 016 HOCKLEY COUNTY: LEOSE FUND CASH/AIM FUND TOTALS	2016 017 JURY FUND CASH/AIM AUDIT CASH ON HAND FUND TOTALS	2016 021 ROAD & BRIDGE #1 CASH/AIM CASH/LAT1 AIM FUND TOTALS	2016 022 ROAD & BRIDGE #2 CASH/AIM CASH/LATRD2/AIM FUND TOTALS	2016 023 ROAD & BRIDGE #3 CASH/ASB CASH/LATRD3 FUND TOTALS	2016 024 ROAD & BRIDGE #4 CASH/ASB CASH/LATRD4 FUND TOTALS	2016 025 ROAD & BRIDGE #5 CASH/AIM
DAT			-			۷O	L	64	PAGE	788			

Trusted.

The information contained herein; while believed to be reliable, is not guaranteed.

For assistance please contact TIB Investment Portfolio (866) 308-4842.

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Investment Portfolio Pledged Securities AIM BANK LITTLEFIELD, TX

InTrader (pledged) Last: 09/30/2016 As-of: 10/31/2016 2AIM 1018373

PLEDGED TO: hockc *HOCKLEY COUNTY 3128LLV86 FHLMC #280639 ARI							
9040	LEY COUNTY						
	FHLMC #2B0639 ARM	THE INDEPENDE	THE INDEPENDENT BANKERSBANK	2,000,000.00	8	10/26/2016	691,052.17
115 23001963		2.294 06	06/01/2042 305	660,210.68	89	01/30/2013	694,029.18
3128MMSZ7 FHLM	C GOLD G18535	THE INDEPENDE	THE INDEPENDENT BANKERSBANK	4,800,000.00	00	10/26/2016	3,452,133.28
TIB . 164040305		3.5	12/01/2029 305	3,301,018.75	75	03/25/2015	3,496,219.87
3138E4YC9 FNMA	FNMA #AK0706	THE INDEPENDE	THE INDEPENDENT BANKERSBANK	2,222,500.00	8	10/26/2016	748,275.89
TIB 164028308		3.5 02	02/01/2027 305	704,920.53	53	04/03/2013	744,197.40
3138E4YC9 FNMA	FNMA #AK0706	THE INDEPENDE	NDEPENDENT BANKERSBANK	3,250,000.00	8	10/26/2016	1,093,944,04
TIB 164028413		3.5	02/01/2027 305	1.030,817,42	42	01/30/2013	1,088,252.67
	#AL0519	THE INDEPENDE	THE INDEPENDENT BANKERSBANK	2,500,000.00	8	10/26/2016	932,844,50
TIB 164024507		4 03	03/01/2026 305	872,778.60	. 09	05/22/2012	931,849.22
3140EUEA3 FNMA	POOL #8C0128	THE INDEPENDE	HE INDEPENDENT BANKERSBANK	1,500,000.00	10 10 10 10 10 10 10 10 10 10 10 10 10 1	10/26/2016	1,421,357.25
TIB 163004104	(2) (1) (1) (1) (2) (2) (2) (3) (3) (3) (3) (3) (3) (3) (3) (3) (3	3	12/01/2030 305	1,361,319,86	98	03/28/2016	1,435,957.00
31418AF78 FNMA #MA1089	#MA1089	THE INDEPENDE	THE INDEPENDENT BANKERSBANK	2,850,000.00	8	10/26/2016	1,371,472.47
TIB 164027935		4 06	06/01/2032 305	1,268,683.51	51	01/30/2013	1,371,345.33
	FNMA #MA1892	THE INDEPENDE	HE INDEPENDENT BANKERSBANK	5,300,000.00	8	10/26/2016	3,128,494.78
8302		3	05/01/2024 305	3,040,988.74	7	01/05/2015	3,185,989.17
	FNMA POOL AE0729	THE INDEPENDE	IE INDEPENDENT BANKERSBANK	2,100,000.00	8	10/26/2016	727,920.74
4025		4 01/	01/01/2026 305	685,203.4	41	05/22/2012	731,430.65
	PLEASANTON TX ISD BO	THE INDEPENDE	HE INDEPENDENT BANKERSBANK	330,000.00 A	00 AAA	10/26/2016	355,801.89
064655		3	08/15/2021 400	330,000.00		08/10/2016	354,486.00
	FNA 2012-M9 A2	THE INDEPENDENT BANKERSBA	NT BANKERSBANK	1,742,000.00	8	10/26/2016	1,803,882.78
TIB 158017617		2.482 04/	04/25/2022 800	1,742,000.00	8	08/10/2016	1,803,216,14

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Trusted.

The information contained herein; while believed to be reliable, is not guaranteed. For assistance please contact TIB Investment Portfolio (866) 308-4842.

11/28/2016 Page 8 of 31

Investment Portfolio Pledged Securities AIM BANK LITTLEFIELD, TX

InTrader (pledged) Last : 10/31/2016 As-of: 11/30/2016 2AIM 1018373

3128LLV86	PLEDGED TO: hocke *HOCKLEY COUNTY				
	FHLMC #280639 ARM	THE INDEPENDENT BANKERSBANK	2,000,000.00	11/25/2016	678,847.22
TIB 213001965		2.294 06/01/2042 305	648,568.34	01/30/2013	681,921.42
3128MMSZ7 FHLMC GOLD G18535	FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK	4,800,000.00	11/25/2016	3,360,745.74
TIB 164040305		3.5 12/01/2029 305	3,216,946.94	03/25/2015	3,369,850.04
3138E4YC9	FNMA #AK0706	THE INDEPENDENT BANKERSBANK	2,222,500.00	11/25/2016	721,991.62
TIB 164028308		3.5 02/01/2027 305	680,296.45	04/03/2013	709,390.86
3138E4YC9	FNMA #AK0706	THE INDEPENDENT BANKERSBANK	3,250,000.00	11/25/2016	1,055,518.61
TIB 164028413		3.5 02/01/2027 305	994,809.21	01/30/2013	1,037,354.46
3138EGSH8	FNMA #AL0519	THE INDEPENDENT BANKERSBANK	2,500,000.00	11/25/2016	914,253.68
TIB 164024507		4 03/01/2026 305	855,707.38	05/22/2012	908,992.07
3140EUEA3	FNMA POOL #BC0128	THE INDEPENDENT BANKERSBANK	1,500,000.00	11/25/2016	1,407,007.41
TIB 163004104	TIB 163004104	3 12/01/2030 305	1,348,376.73	03/28/2016	1,391,336.71
31418AF78	FNMA #MA1089	THE INDEPENDENT BANKERSBANK	2,850,000.00	11/25/2016	1,334,780.32
TIB 164027935		4 06/01/2032 305	1,234,918.57	01/30/2013	1,312,835.14
31418BC61	31418BC61	THE INDEPENDENT BANKERSBANK	5,300,000.00	11/25/2016	3,043,252.97
TIB 164038302	(1) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3 05/01/2024 305	2,960,741:07	01/05/2015	3,047,033.02
31419AY35	FNMA POOL AE0729	THE INDEPENDENT BANKERSBANK	2,100,000.00	11/25/2016	712,264.79
TIB 164024025	. :	4 01/01/2026 305	670,686.22	05/22/2012	711,621.56
728874LG1 PLEASA	PLEASANTON TX ISD BQ	THE INDEPENDENT BANKERSBANK	330,000,00 AAA	11/25/2016	355,386.58
TIB 204064655	(60	3 08/15/2021 400	330,000.00	08/10/2016	344 744 40
472D3	FNA 2012-M9 A2	THE INDEPENDENT BANKERSBANK	1,742,000.00	11/25/2016	1,802,987.28
TIB 158017617		2.482 04/25/2022 800	1,742,000.00	08/10/2016	1,758,078.83

25,273,188.51

The information contained herein; while believed to be reliable, is not guaranteed. For assistance please contact TIB Investment Portfolio (866) 308-4842.

12/28/2016 Page 8 of 30

Investment Portfollo Pledged Securities AIM BANK LITTLEFIELD, TX

InTrader (pledged) Last: 11/30/2016 As-of: 12/31/2016 2AIM 1018373

Sec ID	1	Safekeeping Agent	Original Face S & P	& P Priced	Book Value
Loc Ticket	Security Description Line	2	Par/Curr Face Moody		Market Value
PLEDGED TO: hocks *HOCKLEY COUNTY	*HOCKLEY COUNTY				
3128MMSZ7	FHLMC GOLD G18535	THE INDEPENDENT BANKERSBANK	4,800,000.00	12/27/2016	3,290,649.47
TiB 164040305		3.5 12/01/2029 305	.,	03/25/2015	3,289,376.67
3132J4HC6	FHLMC #G30926	THE INDEPENDENT BANKERSBANK		12/27/2016	3,450,143.62
TIB 163004717		3.5 04/01/2036 305	3,251,292.45	12/01/2016	3,337,825.76
3138E4YC9	FNMA #AK0706	THE INDEPENDENT BANKERSBANK		12/27/2016	711,022.42
TIB 164028308		3.5 02/01/2027 305	670,105,95	04/03/2013	697,156.72
3138E4YC9	FNMA #AK0706	THE INDEPENDENT BANKERSBANK	3,250,000.00	12/27/2016	1,039,483.11
TIB 164028413		3.5 02/01/2027 305	979,907.47	01/30/2013	1,019,464.28
3138EGSH8	FNMA #AL0519	THE INDEPENDENT BANKERSBANK	2,500,000.00	12/27/2016	897,297.25
TIB 164024507		4 03/01/2026 305	840,147.85	05/22/2012	890,942.84
3140EUEA3	FNMA POOL #BC0128	THE INDEPENDENT BANKERSBANK	1,500,000.00	12/27/2016	1,378,398.13
TIB 163004104		3 12/01/2030 305	1,321,801.22	03/28/2016	1,353,062.28
31418AF78	FNMA #MA1089	THE INDEPENDENT BANKERSBANK	2,850,000.00	12/27/2016	1,312,084.68
TIB 164027935		4 06/01/2032 305	1,214,097.58	01/30/2013	1,280,792.83
31418BC61	FNMA #MA1892	THE INDEPENDENT BANKERSBANK		12/27/2016	2,969,620.04
TIB 164038302		3 05/01/2024 305	2,891,574.21	01/05/2015	2,965,551.61
31419AY35	FNMA POOL AE0729	THE INDEPENDENT BANKERSBANK		12/27/2016	702,117.77
TiB 164024025		4 01/01/2026 305	661,356.74	05/22/2012	697,246.65
728874LG1	PLEASANTON TX ISD BQ	THE INDEPENDENT BANKERSBANK	330,000.00 AAA	A 12/27/2016	354,930.75
TIB 204064655	90	3 08/15/2021 400	330,000.00	08/10/2016	342,767.70
3136A72D3	FNA 2012-M9 A2	THE INDEPENDENT BANKERSBANK	-	12/27/2016	1,802,063.11
TIB 158017617		2.482 04/25/2022 800	1.742.000.00	08/10/2016	1,737,524.98
TOTAL FOR PLEDGE ID hocko	ID hocke				
	Pledged: 11	Orig Face: 30,094,500.00 Current Face: 17,055,392.00		Market: 17,611,712.32	Book: 17,907,810.35

16,000,000. 3 100

64 PAGE 791 VOL.

HOCKLEY COUNTY Maliet Event Center and Arena \$14,515.000 - Bond Issue - 10 Year Repayment Fund 065, Series 2009 3.04%

		Previous	Principal	Interest	Current
	[Balance	Payment	Payment	Balance
	FYE	Outstanding	Due	Due	Outstanding
	2010	\$17,63 <u>6,</u> 079 ⁸ 00 ⁸	\$1,185,000.00	\$312,878.88	
	PD	**************************************	Á	\$312,676.66	\$15,871,600.00
	2011	\$15,87,1,600.00	隆\$1,255,000100%	*\$508,100.00	-
		Marie Control			\$14,108,500.00
1256	2012	\$14,108,500,00	\$1,305,000:00	\$456,900.00	, i
	ÆPD.		A M		្តីខ្លួ \$12,346,600.00
	2013	\$12,346,600.00	#3\$1:360,000.00 <u>.</u>	\$403,600.00	్ ఫ
** B	₽D #			No. William	\$10,583,000.00
-	2014	\$10,583,000100	\$1,415,000.00	\$348,100,000	48
- T	PD.			100	\$8,819,900.00
	2015€	\$8,819,900.00	1\$1:475,000.00	\$290,300.00	7 E
*** ***	PD.	NAM IC	队/ 侧置		\$7;054,600.00
*	2016	\$7,054,600,00	\$1,535,000.00	\$230,100,00	1 6
- Tage 1	PD'	NAME AND A		N. M	\$5,289,500.00
5	¥20176	\$5,289,500.00	\$1,595,000.00	*\$167-500.00°	# C:
*			The state of the s	FART	\$3,527,000.00
	*2018 ***	. \$3,527,000:00	\$1,660,000.00	√\$102,400.00*	k
	***	***	OI TO	2 0 G	\$1,764,600.00
	2019 *	**************************************	\$1,730,000.00	\$34,600.00	
		***000	949	334,000.00	\$0.00
			PACOLGS.		

^{*}Principal Payments Due Annually **Interest Payments are Due Semiannually

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

			;	Certificate	Certificates of Deposit	•		
	Purchase Date	Account	Bank	Beginning Amount	Maturity Date	Interest Rate	Interest Paid	Month's Interest Earned
OCT	11/28/2011 060-I&S H	060-I&S Hosp. Bd.	Aim	\$36,481.21 11/28/2017	11/28/2017	0.60%	Monthly	\$15.53
NOV	11/28/2011	060-1&S Hosp. Bd.	Aim	\$36,481.21	11/28/2017	%09.0	Monthly	\$16.05
DEC	11/28/2011	060-I&S Hosp. Bd.	Aim	\$36,481.21.	11/28/2017	%09.0	Monthly	\$18.65
OCT	1/26/2016	1/26/2016 011-AdValorem	Aim	\$5,000,000.00	10/26/2016	%09.0	Monthly	\$2,475.62

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, the Commissioners' Court approve the tax refund in the amount of Five Hundred and Sixty Three Dollars and Forty Four Cents (\$563.44) to Jose & Regina Aleman,

approve the tax refund in the amount of Six Hundred and Four Dollars and Ninety Two Cents (\$604.92) to Jose & Regina Aleman,

approve the tax refund in the amount of Eleven Thousand Six Hundred Fifty Five Dollars and Forty Eight Cents (\$11,655.48) to John Roley Autocenter Levelland, approve the tax refund in the amount of One Thousand Three Hundred Thirty Dollars and Eighty Two Cents (\$1330.82) to Bank of America,

approve the tax refund in the amount of Six Hundred Twenty Five Dollars and Sixteen Cents (\$625.16) to Ricky Magana,

approve the tax refund in the amount of Five Hundred Twenty Five Dollars and Ninety Four Cents (\$525.94) to Reamy Lynn E Living Trust,

approve the tax refund in the amount of One Thousand One Hundred Forty Seven Dollars and Thirty Four Cents (\$1147.34) to Alva Robert & Amanda Kay Neal, as per request of Debra bramlett, Tax Assessor/Collector.

Motion by Commissioner Barnett, seconded by Comissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Oath and bond of Yvonne L. Gipson, as per Oath and Bond recorded below.



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in for	ce Bond No. 70468387 briefly
described as _DEPUTY_TAX_ASSESSOR/COLLECTOR_H	OCKLEY COUNTY TAX ASSESSOR DEBRA
BRAMLETT	,
for YVONNE LANELLE GIPSON	
	, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100	Dollars, for the term beginning
February 20, 2017, and ending	February 20 , 2018 , subject to all
the covenants and conditions of the original bond refe	erred to above.
This continuation is issued upon the express con	ndition that the liability of Western Surety Company
under said Bond and this and all continuations thereo	of shall not be cumulative and shall in no event exceed
the total sum above written.	
Dated this 18 day of October	, 2016
	By Paul T. Brunat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

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Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Coverage. Form F1975-1-2016

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

	Paul T. Bruflat		of	Sioux Fails		
State of	South Dakota	, its regula	rly elected	Vice President		
as Attorney-in-	-Fact, with full power and	authority hereby cor	nferred upon h	im to sign, execute	, acknowledge and	deliver for
and on its beh	alf as Surety and as its act	and deed, the follow	ving bond:			
	UTY TAX ASSESSOR/C	OLLECTOR HOCK	LEY COUNT	Y TAX ASSESSOR	R DEBRA	
	MLETT					
bond with bond	d number <u>70468387</u>					
for YVONNE	LANELLE GIPSON			····		
	the penalty amount not to			_•		
Western St Company duly a	urety Company further certified dopted and now in force, to-wi	s that the following is: it:	a true and exa	act copy of Section 7	of the by-laws of We	stern Surety
Section 7. A	Il bonds, policies, undertaking:	; Powers of Attorney,				
name of the Cor	mpany by the President, Secre ors may authorize. The Pres	tary, any Assistant Sec ident, any Vice Presic	cretary, Treasure lent, Secretary	er, or any Vice Preside any Assistant Secreta	int, or by such other o	fficers as the
Attorneys-in-Fac	t or agents who shall have a	uthority to issue bonds	, policies, or un	dertakings in the nam	e of the Company. T	he corporate
seal is not nece	essary for the validity of any be such officer and the corporate	onds, policies, underta seal may be printed b	akings, Powers o ny facsimile	of Attorney or other ob	oligations of the corp	oration. The
•	Whereof, the said WES	, ,	•	caused these pre	sents to be execu	ited by its
	nt with the corp					
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ATTEST	\ 0		WE	STERN SUF	RETY COMP	ANY
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	L. Nelson, /	Assistant Secretary			Paul T. Bruflat, V	ice Presiden
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STATE OF SC	DUTH DAKOTA				A SE	
COUNTY OF I	MINNEHAHA (SS				D. C	C. C. Sain
	,				Trope AND	45 69 47195
On this	18 day of	October	, 2016	, before me, a Nota	ry Public, personall	y appeared
	Paul T. Bruflat					
who, being by	me duly sworn, acknowled	ged that they signed	the above Po	wer of Attorney as	Vice President	
	Secretary, respectively, of		N SURETY C	OMPANY, and ackr	nowledged said ins	trument to
be the voluntar	ry act and deed of said Coi	poration.				
S S	J. MOHR	Š				
!	NOTARY PUBLIC	× i		(1)	dr	
i (SEA	SOUTH DAKOTA	₽){		7 / 0	100	Notary Public
+ 444	ه بی بی بی بی بی به	, 💃 My Commissi	on Expires Ju	ne 23, 2021	·	,
To validate	bond authenticity, go	to www.cnasur	ety.com > 0	Owner/Obligee S	ervices > Valid	late Bond

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve and sign the 2017 Joint Election Agreement with the City of Sundown and Sundown ISD, as per Agreement recorded below.

2017 JOINT ELECTION AGREEMENT

Between the County of Hockley, City of Sundown and Sundown Independent School District,

AND

ELECTION SERVICES CONTRACT

Between the County Election Administrator
And the Political Subdivisions Listed Above Respectively

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS The City of Sundown, Texas ("City"), and the Sundown Independent School District ("SISD") shall hold their respective general elections on Saturday, May 6, 2017.

WHEREAS The County Joint Election

Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Saturday, May 6, 2017 for the conduct and supervision thereof; and

WHEREAS the City and SISD (also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and

WHEREAS the City and SISD find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the City of Sundown and SISD and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, city and SISD agree as follows:

The Hockley County Voter Registration/Elections Department (VR/ED), under the direction of the Joint Election Administrator, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this Agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

Uniform Election Date. Joint elections to be held May 6, 2017 unless canceled by certification of
unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision
cancels its respective election pursuant to Section 2.053, the VR/ED there will be no administrative
fee. Once the cancellation of the election is formally approved by the respective governing body, the

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1

political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.

- 2. <u>Voting Equipment.</u> The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them *(or arrange to have them transported)* to and from the early voting location(s) and the Election Day polling place(s).
- 3. <u>Election Supplies.</u> The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. This includes the use of a single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities, THE LIST MAY BE DELIVERED BY ELECTRONIC MAIL. Each participating authority, will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

- 4. Election Notices and other Pre-Election Matters.
 - a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
 - b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ (if any DOJ approval is required) approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.
- 5. Election Judges, Clerks, and other Election Information.
 - a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding

judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.

- b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$10 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Court House on Election Night.

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election
- b. The joint early voting will be conducted at the early voting poll place of the City of Sundown/SISD and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- c. The Early Voting Clerk may appoint up to FOUR (4) additional clerks for early voting by personal appearance.
- d. Early voting will be conducted at the following location:

Location:

Sundown City Hall

e.

809 S Slaughter Ave

Sundown, Texas

Dates:

April 24th - May 2nd, 2017, Monday-Friday

Hours:

8:00 am- 5:00 pm

EXCEPTION: There will be two twelve hour days during voting:

Monday, April 24th and Monday, May 1st Early Voting Hours are 7:00 am- 7:00 pm.

- f. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the City in even numbered years and by the SISD in odd numbered years. The presiding judge is responsible for appointing EVBB clerks and for their eligibility. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- g. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours.

7. Election Day.

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

8. Return of Elections.

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this Agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via a "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Courthouse Annex located at 911 Austin St., Levelland, Texas
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse Annex, 1st floor to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on May 17, 2017.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post- election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of Texas Election Code.

NEW LAW- Effèctive September 1, 2011, House Bill 2817 (82 (R) Legislative Session) amends the preservation period to provide that the new preservation period for non-federal elections is six months after Election Day.

- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act request, the VR/ED will maintain the records until final resolution or until final judgment whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

10. Election Expenses.

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share the cost of all election personnel (excluding the Contracting Officer). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with the delivery of equipment and supplies and election workers at the central counting station, etc. On Election Day, only the political subdivisions sharing the polling location will equally share the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the VR/ED (shall be monitored and authorized by the Joint Election Administrator) beginning the Friday immediately before early voting begins and concluding the Friday following election day, due to the complexity of the elections, will be paid at one and one half (1 ½) times his/her regular rate and will be a shared cost by all participating authorities.

- d. The participating authorities mutually agree to provide the County-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES & S Model 100 Precinct Scanner. One accessible voting system, the ES&S will be provided at each poll location. Early voting equipment will be shared by participating entities.
- e. The participating authorities each agree to pay Hockley County within thirty (30) days of receipt of the invoice.

11. Waiver of Damages.

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials signed herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials signed herein, or any of their employees, or agents for damages of any kind related to the election including but not limited to damages incurred for having to conduct a second election as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its respective election and if, the County and/or the elected officials signed herein or any of their employees or agents is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials signed herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract.

SIGNED AND ENTERED into this joint agreement the 13th day of 2017 in duplicate originals.

MOCKLEY COUNTY

Sharla Baldridge, County Judge

Cheryl Smart, Election Administrator

THE CITY OF SUNDOWN

Contis Schrader, City Administrator

Lora Dockery, City Secretary

Scott Marshall, Superintendent

Pamela Elam, Administrative Assistant to Superintendent

Note: the signature page has been modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies for a total of two original contracts signed in duplicate.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian on Horseshoe Road to lay, construct, operate and maintain 1-6" steel pipeline transporting natural gas 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.

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 1-10 Seel we 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.
- 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 31 day of SAN, ,2017

806-789-8206

Drawn By: Brent Sawyer FUELGAS/UNCASED

OI. 64 PAGE SUS

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>OCCIDENTIAL PERMIAM 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</u>, <u>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, Levelland Unit 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.

Shada Baldricks			2/13/1	7
County Judge	-		Date	
Curti Thrash			5	T. L. Barnett
Commissioner, Precinct No. 1	_		Comm	issioner, Precinct No. 3
Hams Cutto			Al	sent-
Commissioner, Precinct No. 2			Comm	issioner, Precinct No. 4
	VOL.	64	PAGE	809

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian on Mineral Road to lay, construct, operate and maintain 3-3" F,G, pipelines transporting oil/water/gas/Produce Fluid 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.

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 3-3 F.G. Lineo pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Oil water GAS 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 3 day of JAN., 2017

Intones (Cleaner Tony Alcazar 806-789-8206

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BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>OCCIDENTIAL PERMIAM 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</u>, <u>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, Levelland Unit 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.

Sharla Baldridge	2/13/17
County Judge	Date
Curtis Thrush	J. L. Barnet
Commissioner, Precinct No. 1	Commissioner, Precinct No. 3
Rays Cartio	absent
Commissioner, Precinct No. 2	Commissioner, Precinct No. 4
	·

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian on Horseshoe Road to lay, construct, operate and maintain (1188) 4-3" F,G, pipelines transporting oil/water/gas/Produce Fluid 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.

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 (1-3"17.6. Lines pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Oil Lines [GAS] 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.
- 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 3 day of JAN. , 2017

Tony Alcazar 806-789-8206

DL. 64 PAGE 816

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

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

<u>ORDER</u>

This cause coming on to be upon the petition of <u>OCCIDENTAL PERMIAN</u>, <u>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, Levelland Unit 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.

Sharla Baldridge	2/13/17
County Judge	Date
Curtis Thrul	J.S. Barnet
Commissioner, Precinct No. 1	Coppulissioner, Precinct No. 3
Naus Cento	alisent
Commissioner, Precinct No. 2	Commissioner, Precinct No. 4

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian on Horseshoe Road to lay, construct, operate and maintain (1198) 4-3" F,G, pipelines transporting oil/water/gas/Produce Fluid 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.

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 (-3"F.G. Lines pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting oil where Gas 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 3 day of JAN . , 2017

Tony Alcazar 806-789-8206

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BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>OCCIDENTIAL PERMIAM 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, Levelland Unit as set forth in the Petitioner's application filed herein.

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

- 1. The Petitioner shall, in constructing said pipelines 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.

Sharla Baldridge	2/13/17
County Judge	Date
Lunter Though	J. L. Barnett
Commissioner, Precinct No. 1	Commissioner, Precinct No. 3
Horn Carto	Absert
Commissioner, Precinct No. 2	Commissioner, Precinct No. 4

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 13th day of Sebrum, A. D. 2017, was examined by me and approved.

Commissioner, Precinct No. 1

Commissioner Precinct No. 3

Commissioner, Precinct No. 2

Commissioner Precinct No. 4

County Judge

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

COUNTY THE