

**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 8<sup>th</sup> day of January, 2024 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, December 18, 2023.
2. Read for approval all monthly bills and claims submitted to the Court and dated through January 8, 2024.
3. Hear the monthly and annual Public Assistance report.
4. Consider and take necessary action to accept the donation of \$15,000 from Occidental Petroleum Corporation to the Hockley County Sheriff's Office for the purchase of radio equipment for patrol vehicles.
5. Discussion and potential action concerning the Resolution and Designation of Sponsor/Authorized Representative authorizing ten percent matching funds for the Levelland Municipal/Hockley County airport lighting project.
6. Consider and take necessary action to approve the 2023 audit engagement letter from Atlas CMMS CPAs & Advisors PLLC.
7. Consider and take necessary action to approve the Continuation Certificate for Maggie Rodriguez, Hockley County Deputy District Clerk and for Juanita Salazar, Hockley County Deputy County Clerk.
8. Consider and take action to approve lease and maintenance agreements with Advanced Business Solutions for a printer/copier/fax unit to be used in the Elections Office.
9. Consider and take necessary action to appoint Matt Evans, Cochran County Commissioner, to serve on the High Plains Regional Public Defender Oversight Board.
10. Consider and take necessary action to approve changes to the travel policy.
11. Review the November and December 2023 fire runs as submitted by the City of Levelland.
12. Consider and take necessary action to approve Line-Item Transfers for 2023.
13. Discussion and review only of the preliminary parking lot site plans for the Ave. H parking lot project.
14. Consider and take necessary action to advertise for bids per belly dump truck load for hauling 75 belly dump loads (minimum of 22 tons per load) of rock from R.E. Jane Gravel Company's pit in Slaton, Texas to Blackgold Road in Precinct 2, with a minimum of 4 trucks hauling at the same time.

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

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

JAN - 4 2024

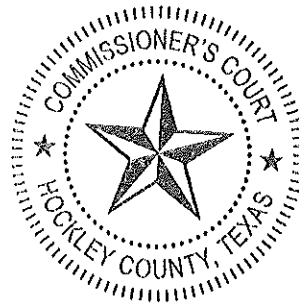
BY: Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

Jennifer Palermo  
County Clerk, Hockley County, Texas

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 4<sup>th</sup> day of January, 2024, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 4<sup>th</sup> day of January, 2024.

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



THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT  
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING  
JANUARY 8, 2024

Be it remembered that on this the 8<sup>th</sup> day of JANUARY A.D. 2024, there came on to be held a REGULAR Meeting of the Commissioners Court, and the court having convened in REGULAR session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldridge	County Judge
Alan D. Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Clevenger, second by Commissioner Wisdom, <sup>4</sup>~~3~~ Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioner's Court, held on December 18, 2023, at 9:00 a.m. be approved, and stand as read.

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, that the monthly bills and claims submitted to the court and dated through January 8, 2024, be approved, and stand as read.

Hear monthly annual public assistance report for 2023.

**Hockley County Public Assistance & Indigent Health Care  
2023 Summary of Activity**

PROGRAM		AMOUNT OF ASSISTANCE	DESCRIPTION
<b>Indigent Health Care</b>			
	Physician	8180.65	
	Rural Health Clinic	2241.40	
	Hospital Inpatient	49395.95	
	Hospital Outpatient	19245.32	
	Lab/X-ray	2015.89	
	Optional Services	3248.39	
	Prescription	12179.59	
	Inmate Physician	17152.67	
	Inmate Rural Health Clinic	15869.01	
	Inmate Hospital Inpatient	38418.12	
	Inmate Hospital Outpatient	19245.32	
	Inmate Lab/X-ray	12629.38	
	Inmate Optional Services	16214.71	
	Inmate Prescription	50342.64	
<b>Public Assistant</b>		<b>\$7957.50</b>	
	Rent	5270.00	
	Utilities	2687.50	
<b>Pauper Burial</b>		1095.00	
<b>Charity Referrals</b>			
	<b>Levelland Ministerial Alliance</b>	<b>\$6187.07</b>	
	Rent	300.00	
	Hotel	897.00	
	Clothing	408.32	
	Water	2358.82	
	Electricity	2166.70	
	Gas/Propane	56.23	
	<b>Salvation Army</b>	<b>\$12670.00</b>	
	Lodging	4548.00	
	Utilities	7497.00	
	Gas Cards	625.00	
	<b>Church on the Rock</b>		Diapers & Wipes
	<b>Love Levelland</b>	<b>\$2500.00</b>	Diapers, Wipes & Toiletries
	Christmas Project		81 families, 244 children
<b>Veterans Services</b>			Benefits Applications 27 Veterans

## 2023 HOCKLEY COUNTY PUBLIC ASSISTANCE EXPENDITURES

MONTH	APPLICANT	SHELTER	ELECTRIC	GAS	PROPANE
<b>January</b>					
	George Gross	\$150.00			
	Colleen Vestal	\$150.00			
	Francisco Delacruz	\$150.00			
	Bessie Rodriguez			\$75.00	
	Patricia Schuerman		\$75.00		
	Marilyn Carrillo		\$75.00		
	Kay Golightly		\$75.00		
	Jennifer Capes	\$150.00			
	Carl Sabino			\$67.00	
	Teresa Pacheco		\$75.00		
	Earnest Hall	\$150.00			
	Tammy Ware			\$75.00	
	Ruben Cantu				\$75.00
<b>February</b>					
	Brandy Long		\$75.00		
	Ricky Hall		\$75.00		
	Beatrice Duncan		\$75.00		
	Stephanie Hensley		\$75.00		
	Leanne Kittridge	\$150.00			
	Zoey Morin	\$150.00			
	Mariela Ramirez	\$150.00			
	Frances Rivas	\$150.00			
	Janice Rivas	\$150.00			
	Irvina White	\$150.00			
	Eric Wood			\$75.00	
	Mickie Wright	\$150.00			
	Jazmine Sanchez		\$75.00		
<b>March</b>					
	Billie Chavez		\$75.00		
	Michelle Rodriguez		\$75.00		
	Barbara Wooley		\$75.00		
	Virginia Hernandez			\$71.57	
	Becky Green		\$75.00		
	Esmeralda Landa			\$75.00	
	Bruce Roe		\$75.00		
	Colleen Vestal	\$141.00			
	Richardo Carranza	\$150.00			
	George Gross	\$150.00			
	Taitha Perez		\$75.00		\$75.00
	Ruben Cantu		\$75.00		
<b>April</b>					
	James Cahill	\$150.00			
	Helen Gonzalez		\$75.00		
	Ricky Hall	\$150.00			
	Kristina Jordan			\$75.00	
	Esidora Ramon	\$150.00			
	Bessie Rodriguez	\$150.00			
	Mickie Wright				
			\$75.00		
	Marie Bennett	\$93.00			

May	Kay Golightly	\$150.00			
	George Gross			\$58.46	
	Bartolo Landa			\$63.69	
	Brandy Long		\$75.00		
	Yolanda Mares		\$75.00		
	Ruby Vargas			\$75.00	
	Jessie Coe	\$150.00			
	Jennifer Capes	\$150.00			
	Jessica Black			\$65.85	
June	Ruben Cantu				\$75.00
	Helen Gonzalez	\$90.00			
	Virginia Hernandez	\$150.00			
	Araseli Loa		\$75.00		
	Joshua Posadas	\$150.00			
	Janice Rivas	\$150.00			
	Bessie Rodriquez				\$35.29
	Carl Sabino	\$150.00			
	Jazmine Sanchez	\$150.00			
	Irvina White	\$150.00			
			\$75.00		
July	Melinda Fullen	\$150.00			
	Kristina Jordan	\$146.00			
	Barbara Wooley	\$150.00			
	Rachel Dominguez	\$150.00			
	Colleen Vestal	\$150.00			
August					
	Melinda Durhan	\$150.00			
September					
October					
November					
December					

**Totals**

\$5,270.00

\$1,650.00

\$776.57

\$260.29

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that commissioner court approved to accept the donation of \$15,000.00 from Occidental Petroleum Corporation to the Hockley County Sheriff's Office for the purchase of radio equipment for patrol vehicles. As per Order to approve donation record below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO APPROVE DONATION**

It is the order of the Commissioners' Court of Hockley County that the \$15,000 donation given by Occidental Petroleum Corporation to the Hockley County Sheriff's Office for the purchase of radio equipment for patrol vehicles is hereby approved.

DONE IN OPEN COURT, this the 8<sup>th</sup> day of January, 2024, upon motion by Commissioner, Larry Carter, seconded by Commissioner, Tommy Cleverger and unanimously carried.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

ATTEST:

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







**SHELLY WILLIAMS**  
MANAGER, COMMUNITY RELATIONS & EMPLOYEE ENGAGEMENT  
SHELLY\_WILLIAMS@OXY.COM  
713.552.8577 OFFICE

December 15, 2023

**Hockley County Sheriff's Office**  
**Ray Scifres**  
**1310 Avenue H**  
**Levelland, TX 79336**

We are pleased to enclose Oxy's donation in the amount of **\$15,000.00** to the **Hockley County Sheriff's Office**. It is our intent that these unrestricted funds be used for the purchase of **Radio Equipment for Patrol Vehicles**.

Should you have any questions, please do not hesitate to contact me at 713.552.8577.

Sincerely,

*Shelly Williams*

Shelly Williams  
Manager, Community Relations & Employee Engagement

sy/wgr  
Permian

PAYMENT DOCUMENT

2000048080



Occidental Petroleum Corporation  
P.O. Box 2647  
Houston, TX 77252-2647

HOCKLEY COUNTY  
1310 AVE H  
SHERIFFS OFFICE  
LEVELLAND TX 79336

DATE
12/27/2023

CHECK NO.
0100004856

40014666

DATE	INVOICE/CREDIT MEMO	COMPANY CODE	PO NUMBER	DISCOUNT	NET
12/15/2023	400146661223 CHARITABLE CONTRIBUTION	0100			15,000.00
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE				TOTAL >	\$15,000.00



Occidental Petroleum Corporation  
P.O. Box 2647  
Houston, TX 77252-2647

JPMorgan Chase Bank, N.A.  
Syracuse, NY

60-937  
213

CHECK NO.  
100004856

EXACTLY Fifteen thousand and 00/100 Dollars

PAY TO THE ORDER OF:  
HOCKLEY COUNTY  
1310 AVE H  
SHERIFFS OFFICE  
LEVELLAND TX 79336

DATE  
27-Dec-23

US DOLLARS

CHECK AMOUNT  
\*\*\*\*\*\$15,000.00

AUTHORIZED SIGNATURE

Void after 90 days



⑈0 100004856⑈ ⑆021309379⑆ 6301506410509⑈

Motion by Commissioner Clevenger, second by Commissioner Carter, 4 votes yes, 0 votes no, that commissioners court approved the Resolution and Designation of Sponsor/Authorized Representative authorizing ten percent matching funds for the Levelland Municipal/Hockley County airport lighting project. As per Resolution No. 2024-1 recorded below.

**RESOLUTION NO. 2024-1**

WHEREAS, the City of Levelland and Hockley County jointly own and operate a public use airport known as the Levelland Municipal/Hockley County Airport that is classified as a General Business Airport by the Federal Aviation Administration and the Texas Department of Transportation; and

WHEREAS, City of Levelland and Hockley County intend to make certain improvements to Levelland Municipal/Hockley County Airport; and

WHEREAS, the general description of the project is described as: 1) Install Medium Intensity Runway Lights (MIRL) at Runways 17/35; 2) Install electrical Vault; 3) Install Precision Approach Path Indicator (PAPI-2) on Runway 35; 4) Replace Airfield Signs at Runways 17/35; and 5) Replace Mandatory Airfield Signs on Runways 8/26 at the Levelland Municipal/Hockley County Airport (the "Levelland Airport Lighting Project"); and

WHEREAS, Hockley County intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$2,125,000.00, that includes \$1,925,000.00 for installation and construction phase and \$200,000.00 for the design phase of the Levelland Airport Lighting Project, as further detailed in the attached documents to this resolution, and the City of Levelland/Hockley County will be responsible for ten percent (10%) of the total project costs currently estimated to be \$212,500.00; and

WHEREAS, Hockley County names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE HOCKLEY COUNTY COMMISSIONERS COURT, THAT:

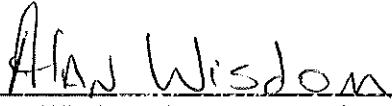
1. The recitals above are found to be true and correct and incorporated here as though set forth fully herein.
2. The Hockley County Commissioners Court agrees to be responsible for its portion of ten percent (10%) of the total project costs of the Levelland Airport Lighting Project as referenced above.
3. The Hockley County Commissioners Court hereby directs James Fisher, City Manager for Levelland, Texas to execute on behalf of the Hockley County Commissioners Court, at the appropriate time, and with the appropriate

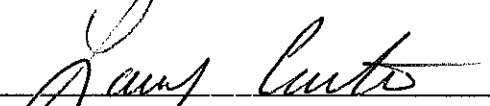
authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the above referenced improvements associated with the Levelland Lighting Airport Project to the Levelland Municipal/Hockley County Airport.

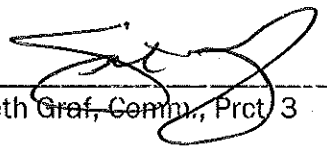
4. The Hockley County Commissioners Court shall receive periodic updates from James Fisher, City Manager of Levelland, Texas concerning the Levelland Lighting Airport Project when requested by the Hockley County Commissioners Court.

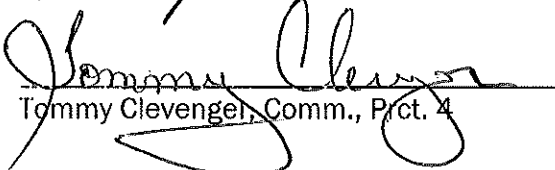
PASSED AND APPROVED this 8<sup>th</sup> day of January, 2024.

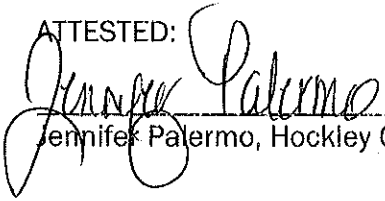
  
\_\_\_\_\_  
Sharla Baldrige, Hockley County Judge

  
\_\_\_\_\_  
Alan Wisdom, Comm., Prct. 1

  
\_\_\_\_\_  
Larry Carter, Comm., Prct. 2

  
\_\_\_\_\_  
Seth Graf, Comm., Prct. 3

  
\_\_\_\_\_  
Tommy Clevenger, Comm., Prct. 4

ATTESTED:  
  
\_\_\_\_\_  
Jennifer Palermo, Hockley County Clerk

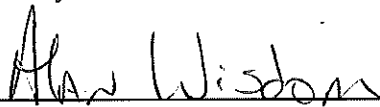


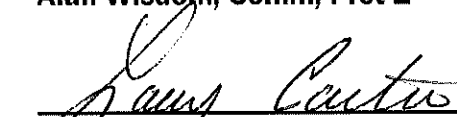
**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**


WE, the Commissioners Court of Hockley County, Texas designate James Fisher, City Manager for Levelland, Texas  
(Name , Title)

as the Hockley County authorized representative for the 2405LVLND project, who shall have the authority to make approvals and disapprovals as required on behalf of Hockley County.

  
Sharla Baldrige, Hockley County Judge

  
Alan Wisdom, Comm, Prct 1

  
Larry Carter, Comm, Prct 2

  
Seth Graf, Comm, Prct 3

  
Tommy Clevenger, Comm, Prct 4

**DESIGNATED REPRESENTATIVE**

Mailing Address: P.O. Box 1010  
LEVELLAND, TX 79336

Physical/Overnight Address: 1709 Ave. H  
LEVELLAND, TX 79336

Telephone Number: 806-894-0113

E-mail Address: [jfisher@levellandtexas.org](mailto:jfisher@levellandtexas.org)

UEI: \_\_\_\_\_

**AVIATION CAPITAL IMPROVEMENT PROGRAM**

Locations, Projects, and Costs

Texas Department of Transportation -- Aviation Division

**November 17, 2023**

**FEDERAL & STATE FY 2024**

Federal FY 2024 (October 2023 - September 2024)/State FY 2024 (September 2023 - August 2024)

City & Airport	Project Status & Description	Project Status:	Project Costs			
			Total	Federal	State	Local
<u>LEVELLAND</u>		<u>PENDING</u>				
<u>LEVELLAND MUNI</u>	Admin, Closeout, Material Testing, RPR		550,000	495,000	0	55,000
	Cost Estimate Updated June 2023				0	
	Install MIRL's RWY 17/35, install electrical vault, install RWY 35 PAPI-2, replace airfield signs RWY 17/35, replace mandatory airfield signs RWY 8/26		1,375,000	1,237,500	0	137,500
<b>Project Totals:</b>			<b>\$ 1,925,000</b>	<b>\$ 1,732,500</b>	<b>\$ 0</b>	<b>\$ 192,500</b>

**AVIATION CAPITAL IMPROVEMENT PROGRAM**

Locations, Projects, and Costs

Texas Department of Transportation – Aviation Division

**November 17, 2023**

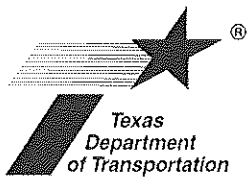
FEDERAL & STATE FY 2023 Federal FY 2023 (October 2022 - September 2023)/State FY 2023 (September 2022 - August 2023)

City & Airport	Project Status & Description	Project Status:	Project Costs			
			Total	Federal	State	Local
<u>LEVELLAND</u>						
<u>LEVELLAND MUNI</u>		<u>PENDING</u>				
	Cost estimate update June 2023				0	
	Design for Airfield Lighting		200,000	180,000	0	20,000
<b>Project Totals:</b>			<b>\$ 200,000</b>	<b>\$ 180,000</b>	<b>\$ 0</b>	<b>\$ 20,000</b>





# City of Levelland and Hockley County



## CSJ 2405LVLND Airport Project

Presented by TxDOT Aviation Staff

December 19, 2023 | Austin, TX

## **FEDERAL**

**AFN: 20.106**

City of Levelland and Hockley County  
Levelland Municipal Airport

**2405LVLND**

### **PROJECT IMPLEMENTATION MEETING**

Total design and construction project costs currently estimated to be \$2,125,000.

Total sponsor share including design and construction estimated to be \$212,500

#### ENGINEERING/DESIGN INFORMATION

A separate grant for engineering design will be offered, 10% of estimated engineering design costs \$20,000 expected to be due by May 2024.

Total estimated design costs \$200,000.

Note: Sponsor will be billed 10 days in advance. Sponsor should have the above figures budgeted and encumbered by these dates. Sponsor will be apprised of all changes.

#### CONSTRUCTION INFORMATION

Total construction costs estimated to be \$1,925,000. This may change based on final design.

Sponsor share of construction costs estimated to be \$192,500.  
will be due prior to construction advertising - estimated to be April/ May 2025

Any financial participation by TxDOT over this amount is not guaranteed.

**Please be aware your project will not bid until TxDOT has received its FY 2024 federal funds. We will not advertise this project until we have received these federal funds.**

TxDOT will offer a 2nd grant for construction costs following completion of Commission approval and bid opening.

Construction bids received and opened locally.

TxDOT will execute construction contract.

\*If the sponsor does not move forward with the project, they shall reimburse the state 100% of all costs **under contract and/or expended** at the point of notification that the project will not be completed.

**Forms needed prior to submission for Texas Transportation Commission Approval due ASAP:**

- **Resolution (Sample enclosed)**

This resolution will be used for your total project.

- **Designation of Sponsor's Authorized Representative (form enclosed)**

This is the person who will receive the agreement and all correspondence regarding this project.

- **Certification of Project Funds (form enclosed)**

This certifies that funds will be available and when they will be available.

- **Attorney's Certificate of Property Interest and Exhibit A map.**

This certificate shows the sponsor holds title or has controlling interest to the airport property.

- **Designation of Sponsor's Consultant Selection Committee (form enclosed)**

This committee will be authorized to determine the selection criteria, review qualifications of the candidate firms, conduct interviews, if necessary, and select a firm for award of the contract, based on a consensus ranking by the committee members. Please be aware the decision of the selection committee will be FINAL unless some discrepancy is determined to have occurred in the selection process and can be documented.

**TxDOT Aviation Division Public Hearing on January 26, 2024**

Opportunity for sponsor and public comments on financial assistance grants.

**Transportation Commission Approval requested on February 22, 2024**

# APPA (Airport Project Participation Agreement) OVERVIEW

## Part I - ID of Project

Describes participants and project description.

## Part II - Offer of Financial Assistance

Provides 90% federal and 10% local funding.

## Part III - Sponsor Responsibilities

### SPECIFIC GRANT CONDITIONS (Part III):

(Required by Statute & Administrative Code)

- \* Sponsor will comply with the attachments (Certification of Airport Fund, and Airport Assurances required by the FAA.)
- \* Sponsor will comply with applicable rules & regs
- \* Facility shall be controlled for at least 20 years
- \* Facility shall be operated in a safe manner
- \* Public access without unjust discrimination shall be provided
- \* No exclusive rights will be granted
- \* No Through – the- fence operations -It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.
- \* All necessary land shall be acquired
- \* When requested, statements of airport revenues & expenses shall be submitted. yearly audited financial statements should be submitted.
- \* Sponsor shall operate such lighting at least at low intensity from sunset to sunrise
- \* All fees collected shall be used for airport development & improvement
- \* An airport fund shall be established for revenues collected and all expenditures from the airport fund shall be for airport purposes
- \* any revenue from mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations
- \* All development shall be consistent with approved ALP
- \* Comprehensive zoning regulations shall be adopted
- \* Recovery of funds spent fraudulently
- \* No steel or manufactured products produced outside U.S. permitted
- \* Sponsor must provide for continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the project

**NOTE: Special Condition - Must have acceptable pavement maintenance program to be eligible for Capital Improvement Program grants.**

**NOTE: Please be sure to register all based aircraft at [www.basedaircraft.com](http://www.basedaircraft.com)**

**Part IV - Nomination of Agent**

TxDOT will act as full agent to insure compliance

Active involvement of sponsor encouraged

Duties performed as agent:

Administer consultant selection process and negotiate fees with selected firm.

- \* Execute all contracts for design and construction.
- \* Advertise for bid.
- \* Review and approve plans and specifications.
- \* Pay all consultant and construction bills and invoices.
- \* Supervise and direct all project work.
- \* Participate in construction conferences.
- \* Coordinate FAA review of ALP (airspace review).
- \* Administer DBE/HUB Program

**EGRANTS:**

You will use this system for the consultant selection process and to retrieve your payments.

Your CIP grant will not be in the system – once commission has approved the grant it will be emailed to you, once executed by TxDOT, it will be mailed back to you.

If you do not have a user name and password, please email our help desk and they can get you set up. Passwords expire every 90 days.

[avn-egrantshelp@txdot.gov](mailto:avn-egrantshelp@txdot.gov)

Here is the web link to Aviation eGrants.

<http://www.txdot.gov/government/funding/egrants-2016/aviation.html>

<b>SCHEDULE SUMMARY for Federal/State funded projects</b>	<b>DATE DUE</b>
Resolution and other forms must be submitted to Aviation Division	ASAP
Public Hearing	January 26, 2024
Texas Transportation Commission Approval of Project	February 22, 2024
APPA sent to Sponsor for acceptance	Feb 2024
APPA returned to Aviation Division	March 2024
<b>SCHEDULE FOR CONSULTANT SELECTION:</b>	
Request for Qualifications (RFQs) sent out	Feb 2024
RFQ's submitted to Egrants/Forward to the Sponsor Selection Committee	March 2024
Sponsor Consultant Selection Committee reviews qualifications to make selection or requests Aviation Division to set up interviews	April 2024
Interviews held if requested	April 2024
Aviation Division notifies consultants of results of selections and begins negotiations with selected consultant	April/May 2024
Consultant contract sent for acceptance	May 2024
Commission approval required for construction phase of the project following design. Sponsor share for construction phase due prior to advertising for construction contractor.	To be scheduled with Aviation Project Manager and selected Consultant
Construction begins approximately 60 days following bid opening.	

**AVIATION CONTACTS**

Call 1-800-68-PILOT (687-4568) Aviation Division Staff  
 Becky Vick, Grant Manager 512-416-4504; Becky.Vick@txdot.gov  
 Noemi Rios, 512-506-5947; Contract Manager; Noemi.Rios@txdot.gov  
 Cat Gomes, Planner; 737-267-9304; Catriona.Gomes@txdot.gov  
 Paul Slusser, Project Manager; 512-416-4527; Paul.Slusser@txdot.gov

## **SAMPLE RESOLUTION**

(Federal or State - TxDOT acting as Agent)

WHEREAS, City of Levelland and Hockley County intends to make certain improvements to Levelland Municipal Airport; and

WHEREAS, the general description of the project is described as: (add general description); and

WHEREAS, City of Levelland and Hockley County intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$2,125,000, and the City of Levelland and Hockley County will be responsible for 10% of the total project costs currently estimated to be \$212,500; and

WHEREAS, City of Levelland and Hockley County names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED, that City of Levelland and Hockley County hereby directs NAME OR POSITION OF INDIVIDUAL to execute on behalf of City of Levelland and Hockley County, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Levelland Municipal Airport.

**Note to Sponsor:** This resolution is required to document the governing body's support and acceptance of this project. To meet state requirements, this resolution must provide at a minimum the governing body's agreement to make improvements to the airport in general description form, provide 10% of the total project costs and acknowledge TxDOT as agent for administration of federal and state funds for projects.

This resolution may be modified to suit the specific needs of your governing body.





DESIGNATION OF SPONSOR'S  
CONSULTANT SELECTION COMMITTEE

Sharla Baldrige Hockley County Judge  
We, Barbara Pinner Levelland Mayor  
(Name) (Title)

with City of Levelland and Hockley County designate the following named individuals as the Consultant Selection committee, for 2405LVLND. The committee is authorized to determine selection criteria, review qualifications of candidate firms, conduct interviews, if necessary, and select a firm for the award of the planning contract, based on a consensus ranking by the committee members. The decision of the selection committee will be final unless some discrepancy is determined to have occurred in the selection process. **THE COMMITTEE CAN BE NO MORE THAN 5 MEMBERS.** Please list 3-5 members for the committee.

- Name Title (if appropriate):  
1. Alan Wisdom Hockley County Commissioner  
Email Address: awisdom@hockleycounty.org  
2. Michael Stuart Levelland City Council District 3  
Email Address: \_\_\_\_\_  
3. Richard Harvey FBO  
Email Address: hsiturbines@gmail.com  
4. Sharla Baldrige Hockley County Judge  
Email Address: sbaldrige@hockleycounty.org  
5. James Fisher City Manager - Levelland  
Email Address: jfisher@levellandtexas.org

City of Levelland and Hockley County has caused this to be duly executed in its name, this 11<sup>th</sup> day of January 2024.

City of Levelland, Texas  
(Sponsor)  
By: Barbara Pinner  
Title: Mayor  
Date: 1-5-24

Hockley County, Texas  
(Sponsor)  
By: Sharla Baldrige  
Title: County Judge  
Date: 1-11-2024

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

I, Sharla Baldridge  
Barbra Pinner \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

with City of Levelland and Hockley County designates

James Fisher, City Manager  
(Name, Title)

as the City of Levelland and Hockley County authorized representative for the 2405LVLND project, who shall have the authority to make approvals and disapprovals as required on behalf of City of Levelland and Hockley County.

City of Levelland, Texas  
(Sponsor)

By: Barbra Pinner \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Date: 1-5-24 \_\_\_\_\_

Hockley County, Texas  
(Sponsor)

By: Sharla Baldridge \_\_\_\_\_

Title: County Judge \_\_\_\_\_

Date: 1-11-2024 \_\_\_\_\_

**DESIGNATED REPRESENTATIVE**

Mailing Address: PO Box 1010 \_\_\_\_\_

Levelland, Texas 79336 \_\_\_\_\_

Physical/Overnight Address: 1709 Avenue H \_\_\_\_\_

Levelland, Texas 79336 \_\_\_\_\_

Telephone Number: 806-894-0113 \_\_\_\_\_

E-mail Address: jfisher@levellandtexas.org \_\_\_\_\_

UEI: \_\_\_\_\_



1709 Avenue H • P.O. Box 1010 • Levelland, TX 79336  
806.894-0113 • Fax 806.894-0119 • Cell 806.523-2607  
www.levellandtexas.org • jfisher@levellandtexas.org

Motion by Commissioner Carter, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved the 2023 audit engagement letter from Atlas CMMS CPAs & Advisors PLLC. As per audit engagement letter recorded below.



CMMS CPAs & Advisors PLLC  
812 9<sup>th</sup> Street  
Levelland, TX 79336

It's about time.

December 29, 2023

Honorable County Judge and Commissioners  
Hockley County, Texas

Dear Honorable County Judge and Commissioners:

The following represents our understanding of the services we will provide the **Hockley County, Texas**.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discreetly presented component units, each major fund, and the aggregate remaining fund information of the Hockley County, Texas, as of December 31, 2023, and for the year then ended and the related notes, which collectively comprise the Hockley County, Texas' the basic financial statements as listed in the table of contents. We are please to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information (RSI), such as management's discussion and analysis (MD&A), to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subject to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis;
2. Budgetary Comparison Schedules;
3. Schedule of Changes in Net Position Liability and Related Ratios – GASB 68;
4. Schedule of GASB 68 Contributions;
5. Notes to Schedule of GASB 68 Contributions.

Supplementary information other than RSI that accompany the Hockley County, Texas's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:



O: 806.894.7324  
F: 806.894.8693

1. Combining Balance Sheet – Non-Major Governmental Funds;
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-Major Governmental Funds;
3. Combining Statement of Net Assets – Non-Major Enterprise Funds;
4. Combining Statement of Revenues, Expenses, and Changes in Fund Net Assets – Non-Major Enterprise Funds;
5. Combining Statement of Cash Flows – Non-Major Enterprise Funds;
6. Combining Balance Sheet – Agency Funds;
7. Schedule of Delinquent Taxes Receivable;
8. Reconciliation of Current Year Tax Roll;
9. Reconciliation of Delinquent Tax collections;
10. Schedule of Insurance Coverage;
11. Schedule of Surety Bonds.

#### *Auditor's Responsibilities*

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Hockley County, Texas's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

#### *Compliance with Laws and Regulations*

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Hockley County, Texas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

*Management Responsibilities*

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America.
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

### *Nonattest Services*

With respect to any nonattest services we perform, preparing the financial statements and related notes of the Hockley County, Texas in conformity with US generally accepted accounting principles.

*At the end of the year, we agree to perform the following:*

- *Propose adjusting or correcting journal entries to be reviewed and approved by Hockley County, Texas's management.*
- *Preparation of financial statements*

We will not assume management responsibilities on behalf of the Hockley County, Texas. However, we will provide advice and recommendations to assist management of the Hockley County, Texas in performing its responsibilities.

Hockley County, Texas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including financial statement services under U.S. GAAP.
- The nonattest services are limited to the financial statements previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### **Reporting**

We will issue a written report upon completion of our audit of the Hockley County, Texas's basic financial statements. Our report will be addressed to governing body of Hockley County, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

### *Other*

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we selected for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Honorable County Judge and Commissioners  
**Hockley County, Texas**  
December 29, 2023  
Page 5 of 7

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

#### **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit on approximately March 1, 2024 and to issue our reports no later than September 2, 2024.

Loni Woodley is the engagement partner for the audit services specified in this letter. His responsibilities include supervising CMMS CPAs' services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be between \$36,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Hockley County, Texas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. *Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.



Honorable County Judge and Commissioners  
Hockley County, Texas  
December 29, 2023  
Page 6 of 7

Our audit engagement ends on the delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Hockley County, Texas agrees to hold CMMS CPAs and Advisors, PLLC and its partners, employees, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims of Hockley County, Texas which arise from knowing misrepresentation to CMMS CPAs and Advisors, PLLC by the management of your County, or the intentional withholding or concealment of information from CMMS CPAs and Advisors, PLLC by the management of Hockley County, Texas, even where a court might hold that negligence was a factor, whether on the part of the Hockley County, Texas, it's staff, or on the part of the auditor, or its staff. Hockley County, Texas also agrees to indemnify and defend CMMS CPAs and Advisors, PLLC for any and all claims made against CMMS CPAs and Advisors, PLLC by third parties which arise from any of these actions by the management of Hockley County, Texas, even where a court might hold that negligence was a factor.

The audit documentation for this engagement is the property of CMMS CPAs and Advisors, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available governmental regulatory agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of CMMS CPAs & Advisors, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to governmental regulatory agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office. The governmental regulatory agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*CMMS CPAs and Advisors, PLLC*

CMMS CPAs & Advisors, PLLC  
Certified Public Accountants

MANAGEMENT RESPONSE

We have reviewed this letter and we believe this letter correctly sets forth the understanding of the terms of the engagement

*Management:*

Signature: Sharla Baldridge  
Print: Sharla Baldridge  
Title: Hockley County  
Date: 1-8-2024

Further, Hockley County, Texas hereby designates the following member of its staff, whom it believes has suitable skills, knowledge, and experience to oversee any non-attest services we provide:

Name: Shirley Fennor  
Title: County Auditor

Motion by Judge Baldrige, second by Commissioner Wisdom, 5 votes yes, 0 votes no, that Commissioners Court TABLED the Continuation Certificates for Maggie Rodriguez, Hockley County Deputy District Clerk and for Juanita Salazar, Hockley County Clerk.

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, that Commissioner Court approved lease and maintenance agreements with Advanced Business Solutions for printer/copier/fax unit to be used in the Elections office.



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION  
PAYMENT ADDRESS:  
PO BOX 860031, DALLAS TX 76268-0031

AGREEMENT NO.: 1945312

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Hockley, County Of DBA Hockley County Elections Office

ADDRESS: 624 AVE H SUITE 103 Levelland TX 70336

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO AGT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Advanced Business Solutions LUBBOCK, TX

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES  SEE ATTACHED SCHEDULE

1 Epson AM-C4000 40 ppm color mfp

EQUIPMENT LOCATION: 911 AUSTIN ST LEVELLAND, TX 70336 (PLUS TAX)

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: \$145.02

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the Invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your Invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/stamps stored on the Equipment prior to its return for any reason.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 607-622 of Article 2A of the UCC.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. You may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Any change must be in writing signed by each party.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

OWNER ("WE", "US", "OUR") CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation CUSTOMER (As Stated Above)

SIGNATURE: [Signature] DATE: \_\_\_\_\_ SIGNATURE: X Sharla Baldridge DATE: 1-9-2024

PRINT NAME & TITLE: \_\_\_\_\_ PRINT NAME & TITLE: Sharla Baldridge, County Clerk

ORIGINAL



**NON-APPROPRIATION ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Hockley, County Of DBA Hockley County Elections Office ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1945312 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	<i>X Sharla Baldridge</i> SIGNATURE	Sharla Baldridge, County, Turbo PRINT NAME & TITLE	1-24-2024 DATE
OUR SIGNATURE			
GreatAmerica Financial Services Corporation	<i>J. Morris</i> SIGNATURE	PRINT NAME & TITLE	DATE

VG07NAMO\_0320

**ORIGINAL**

Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes No, that Commissioner Court approved to appoint Matt Evans, Cochran County Commissioner, to serve on the High Plains Regional Public Defender Oversight Board. As per order to appoint designee for Hockley County to sit on High Plains Rural Public Defenders Oversight Board recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO APPOINT DESIGNEE FOR HOCKLEY COUNTY TO SIT ON HIGH PLAINS RURAL PUBLIC DEFENDER OVERSIGHT BOARD**

It is the order of the Commissioners' Court of Hockley County to appoint Matt Evans, Cochran County Commissioner, as the designee for Hockley County to sit on High Plains Rural Public Defender Oversight Board.

**DONE IN OPEN COURT**, this the 8<sup>th</sup> day of January, 2024, upon motion by Commissioner, Alan Wisdom, seconded by Commissioner, Larry Carter and unanimously carried.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

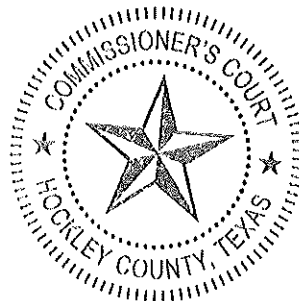
Alan Wisdom  
Alan Wisdom, Commissioner, Precinct 1

Larry Carter  
Larry Carter, Commissioner, Precinct 2

Seth Graf  
Seth Graf, Commissioner, Precinct 3

Tommy Clevenger  
Tommy Clevenger, Commissioner, Precinct 4

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





Motion by Commissioner Carter, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioner Court approved changes to the travel policy. As per Hockley County travel policy recorded below.

## **Hockley County Travel Policy**

This policy as adopted by Commissioner's Court is meant to provide guidance as to appropriate travel methods and reimbursable expenses while traveling on County business. Whenever unusual circumstances are involved or this published policy does not provide clear guidance, please secure approval from the Commissioners Court concerning those items prior to the trip or they may not be reimbursable.

### **Overview**

Hockley County realizes the benefits that accrue to the County when its employees attend conferences, seminars, and professional training activities. The County will bear expenses incurred by County Officials and employees to attend such activities provided that the following procedures are followed. However, conferences, seminars, and training must be directly related to the work of the County office involved.

### **Registration Fees**

Attendance by County employees at conferences and seminars shall be at the discretion of the Elected Officials and Department Heads. The travel/conference expense must be related to the duties and responsibilities of the County office incurring the expenses and there must be adequate funds budgeted to cover the expenses to be reimbursed. Travel/Conference reimbursements that would exceed the related line item budget will not be approved for payment.

Although no specific prior approval by Commissioner's Court is required for Travel/Conference expenses, the Commissioner's Court reserves the right to deny payment for any Travel/Conference reimbursement that it deems to be improper or unnecessary. Additional justification for reimbursement of expenses may also be required of all County employees and Department Heads.

Prior to incurring Travel/Conference expense, the Department Head of employees should submit proper documentation with request to the Auditor's Office.

## **Expense Reimbursement**

County employees/officials traveling on official county business can request an advance or be reimbursed for such travel, upon submitting the appropriate advance request/travel expense report and supportive receipts and/or documents to the County Auditor.

### **Reimbursable Expenses**

#### **Mileage:**

Reimbursement for the use of private automobiles on authorized trips for County business will be allowed at the mileage rate of **.60** cents per mile (rate per mile, subject to change by Commissioners Court) for actual mileage traveled. **The number of miles traveled that are eligible for reimbursement may not exceed the shortest distance between the county employee's normal county office location and the final duty point.**

When two or more county employees/officials from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a county employee/official chooses to use a separate vehicle because of personal preferences or obligations, he/she shall not be eligible for mileage or fuel reimbursement for the travel.

County employees/officials may not claim mileage for business use of a private vehicle when the county employee/official is receiving an allowance or lump sum for mileage until they leave Hockley County. Reimbursements shall be calculated from the county line to the final destination.

### **Lodging:**

Reimbursement will only be made for days of out-of-county meetings or other County business requiring overnight travel. An additional day will be reimbursed only if the distance of travel and time of a meeting or other County business makes it necessary to be out of County before or after the date of the meeting or other County business. Expenses incurred because an individual chooses to travel for personal reasons before or after a County business trip will not be reimbursed. Additionally, any additional costs incurred due to family members staying in the same room will not be reimbursed by the County.

Valet parking at the hotel will not be reimbursed unless there is no other type of parking available. A receipt is required for reimbursement.

Note: State and/or local taxes on hotel rooms in or out of Texas will be reimbursable in addition to the room rates designated above only to the extent that no governmental exemption is available.

### **Meals:**

Hockley County will provide reimbursement for meal expenses when such expenses are necessarily incurred while conducting County Business. The Department Head must approve all requests prior to incurring reimbursable expenses. The per diem rate will be up to \$45.00 for each 24 hours (rate subject to change by Commissioners Court). This is broken down as \$15.00 for breakfast, \$15.00 for lunch, and \$15.00 for dinner.

When overnight travel is involved, meals will be treated as an **expense**. To qualify for payment of meals treated as an expense, employees shall submit a requisition for reimbursement to the Auditor's Office which states the purpose of the expense.

When no overnight travel is involved, meals will be treated as **income**. These meals are taxable as wages to the employee because travel must be away from home overnight to be excludable. To qualify for payment of meals treated as income, employees shall submit a requisition to the Auditor's Office which states the purpose of the expense

The individual may claim reimbursements for breakfast if they depart from the work location in an assigned travel status before 7:00 a.m.

Reimbursement for dinner may be claimed by the individual if they are away from their normal work location in a travel status overnight or required to remain in a travel status until after 7:00 p.m.

Individuals may claim reimbursement if they are not within the County boundaries during the regular scheduled lunch period.

When meals are part of tuition or registration fee, no additional reimbursement request for such meals can be claimed

Expenses for alcoholic beverages are not reimbursable.

Meal expenses incurred must be paid directly by the employee. Each employee must submit a requisition for reimbursement. County credit cards cannot be used to purchase employee meals.

All requisitions for reimbursement must be submitted to the Auditor's Office within 60 days of the charge being incurred.

**Miscellaneous:**

The county will reimburse on actual expense incurred for airline tickets, cab fare, parking, rental car, etc. only if receipts are furnished.

**Out-Of –State Travel:**

County Employees/Officials must obtain approval by the County Judge or Commissioner's Court for out-of-state travel before departure. (except for mandatory travel such as transportation of detainees and investigations) The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Review the November and December 2023 fire runs as submitted by the City of Levelland.



returned to the station.

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**2023337** 0 11/8/2023 12:13 142 - Brush or brush-and-grass mixture fire

Address: Intersection of W FM 597 & CHEYENNE RD, HOCKLEY CO, TX

# of Personnel: 6 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 4

**Total Call Duration: 01:47:00**

We received a call reporting a rekindle from the fire Monday. Upon arrival we found a backhoe out there moving stuff around and it rekindled the fire. We used B14 and T3 to extinguish the fire. We applied a light coat of class A foam and returned to the station to put the trucks back in service.

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**2023333** 0 11/6/2023 13:57 143 - Grass fire

Address: Intersection of W FM 597 & CHEYENNE RD, HOCKLEY CO, TX

# of Personnel: 9 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 5

**Total Call Duration: 06:26:07**

MULTIPLE FIRE UNITS RESPONDED TO A GRASS FIRE NORTH OF TOWN UPON ARRIVAL AID FROM THE COUNTY AND STATE WERE REQUESTED UNITS WORK TO EXTINGUISHED THE HEAD OF THE FIRE AFTER ALL FIRE THREATS WERE EXTINGUISHED UNITS HIT HOT SPOT ALL UNITS 10-8

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**Total Number of Incidents in this District: 5**

**Grand Total Call Duration: 0 Days, 10:5**



# DECEMBER 2023 FIRE RUNS



## LEVELLAND FIRE DEPARTMENT

603 5<sup>TH</sup> ST LEVELLAND, TEXAS 79336

### County Monthly By Date

**District: 2**

**Inc #:**     **Exp #:**   **Alarm Date:**   **Incident Type:**

**2023380**   0           12/27/2023 19:33131 - Passenger vehicle fire

Address:   Intersection of E HWY 114 & N OPDYKE GIN RD, levelland, TX

# of Personnel:   8                   Hours Paid per Person:                         Total Man Hours:     .00

# of Apparatus:   4   **Total Call Duration: 00:52:00**

LFD was dispatched to a call for a vehicle on fire near South Opdyke Gin road on the east bound hwy @193. LFD arrived on scene and were able to extinguish the fire and clear the scene and back in service @2025.

**2023375**   0           12/26/2023 15:53611 - Dispatched & canceled en route

Address:   6340 FOSTER RD, HOCKLEY CO, TX 79336

# of Personnel:   7                   Hours Paid per Person:                         Total Man Hours:     .00

# of Apparatus:   3   **Total Call Duration: 00:22:00**

LFD was dispatched for a mutual aid call @1553 and cancelled en route @16

LFD was dispatched for a mutual aid call @1553 and cancelled en route and back in service @1615.

**2023373**   0           12/22/2023 18:31151 - Outside rubbish, trash or waste fire

Address:   3028 W HOUSTON ST, HOCKLEY CO, TX 79336

# of Personnel:   3                   Hours Paid per Person:                         Total Man Hours:     .00

# of Apparatus:   2   **Total Call Duration: 00:29:59**

Dispatched to a control burn that had gotten outside of the pit. Upon arrival there was a small tree smoldering. Fire dept personnel worked to extinguish the smoldering tree and objects in the pit. Units cleared the scene and returned to the station and back into service.

**2023372** 0 12/22/2023 16:09611 - Dispatched & canceled en route  
Address: Intersection of US HIGHWAY 84 & N FM 2130, HOCKLEY CO, TX  
# of Personnel: 4 Hours Paid per Person: Total Man Hours: .00  
# of Apparatus: 2 **Total Call Duration: 00:26:00**

Dispatched to multiple spot fires along hwy 84 at the intersection of 2130. Units were canceled while enroute. Units returned to the station and back into service.

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**2023371** 0 12/22/2023 12:25143 - Grass fire  
Address: Rear of 2800 E STATE HIGHWAY 114, HOCKLEY CO, TX 79336  
# of Personnel: 5 Hours Paid per Person: Total Man Hours: .00  
# of Apparatus: 4 **Total Call Duration: 00:50:00**

Received reports of an unknown type fire northeast of smith south plains ford. While enroute smoke became visible. Upon arrival discovered a small area of grass burning. Personnel worked to extinguish the fire and any visible signs of a rekindle. After sweeping the area multiple times fire dept personnel cleared the scene and returned to the station.

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**2023367** 0 12/16/2023 13:03143 - Grass fire  
Address: 3300 W STATE HIGHWAY 114, HOCKLEY CO, TX 79336  
# of Personnel: 7 Hours Paid per Person: Total Man Hours: .00  
# of Apparatus: 5 **Total Call Duration: 03:14:00**

LEVELLAND FIRE DEPARTMENT RECEIVED MULTIPLE CALLS IN REFERENCE TO A LARGE GRASS FIRE NEAR THE INTERSECTION OF WEST HIGHWAY 114 AND FM 303. UNITS C1 AND B14 RESPONDED TO LOCATION. UPON ARRIVAL NEAR THE 3300 BLK OF WEST HIGHWAY 114, FIRE CREW FOUND A GRASS FIRE ON SOUTH SIDE OF HIGHWAY WITH A RESIDENCE JUST TO THE EAST OF THE FIRE. 2ND ALARM WAS SOUNDED FOR ADDITIONAL PERSONNEL. UNITS B12 AND T9 RESPONDED TO LOCATION. LEVELLAND FIRE INCIDENT COMMANDER REQUESTED MUTUAL AID FROM WHITEFACE VOLUNTEER FIRE DEPARTMENT, MORTON VOLUNTEER FIRE DEPARTMENT, AND SUNDOWN VOLUNTEER FIRE DEPARTMENT. LEVELLAND / HOCKLEY COUNTY EMERGENCY MANAGEMENT ALSO RESPONDED TO SCENE. DURING FIRE SUPPRESSION, TEXAS DEPARTMENT OF TRANSPORTATION WAS ALSO REQUESTED DUE TO SMOKE REDUCING VISIBILITY ACROSS THE HIGHWAY. WHILE FIRE WAS CONTAINED ON THE EAST SIDE NEAREST THE RESIDENCE, ADDITIONAL MUTUAL AID WAS REQUESTED FROM HOCKLEY COUNTY AND A MAINTAINER WAS SENT TO LOCATION. ONCE FIRE BREAK WAS ESTABLISHED, FIRE WAS CONTAINED WITHIN THE FIRE BREAK AND HOT SPOTS WERE EXTINGUISHED AS WELL. ALL MUTUAL AID DEPARTMENTS WERE RELEASED FROM SCENE. LEVELLAND FIRE UNITS FINISHED

EXTINGUISHING HOT SPOTS. ONCE ALL HOT SPOTS WERE EXTINGUISHED,  
LEVELLAND UNITS WERE CLEARED FROM SCENE. NO FURTHER AT THIS TIME.  
\*\*\*\*\*EOR\*\*\*\*\*

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**2023365** 0 12/15/2023 11:401701 - Cotton Module

Address: Intersection of NIGHTINGALE RD & ELK RD, HOCKLEY CO, TX

# of Personnel: 7 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 4 **Total Call Duration: 00:25:00**

RESPONDED TO A REPORT OF A COTTON MODULE FIRE UNITS RESPONDED  
ALONG WITH SMYER UNITS UPON ARRIVAL AREA WAS CHECKED AND FIRE WAS  
LOCATED DUE TO THE MODULE BEING ISOLATED AND FIELDS BEING TO WET TO  
DRIVE ON THE MODULE WAS LEFT TO BURN ALL UNITS WENT 10-8

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**2023364** 0 12/11/2023 01:31143 - Grass fire

Address: Intersection of N US HIGHWAY 385 & DELAWARE RD, HOCKLEY CO, TX

# of Personnel: 3 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 2 **Total Call Duration: 00:27:00**

Dispatched to a small grass fire on the east side of the road just past the Broken  
spur event center. Units located the fire near the intersection of 385 & Delaware.  
The fire was mostly extinguished upon arrival. Units extinguished fire and hit hot  
spots. All units cleared the scene and returned to the station.

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**2023362** 0 12/9/2023 10:10 1701 - Cotton Module

Address: Intersection of S US HIGHWAY 385 & KOALA RD, HOCKLEY CO, TX

# of Personnel: 6 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 4 **Total Call Duration: 00:53:00**

UNITED COTTON GROWERS REQUESTED US TO THE AREA FOR A COTTON  
MODULE ON FIRE, FIRE UNITS RESPONDED AND EXTINGUISHED MODULE FIRE  
ALL UNITS 10-8

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**2023360** 0 12/8/2023 16:38 138 - Off-road vehicle or heavy equipment fire

Address: Intersection of GRUBSTAKE RD & BLACK GOLD RD, HOCKLEY CO, TX

# of Personnel: 7 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 4 **Total Call Duration: 00:52:00**

We received a call that a cotton stripper was on fire. Upon arrival they had dumped the basket and the basket had  
fire but the tractor still had some spots in the compartments as well. We extinguished the fire and returned to the  
station to put the truck back in service.

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**2023358** 0 12/6/2023 05:08 311 - Medical assist, assist EMS crew

Address: 2142 S FM 2646, HOCKLEY CO, TX 79336

# of Personnel: 4 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 3 **Total Call Duration: 00:16:00**

We received a call from the PD, EMS advised that they had 2 units down and were needing help on a lift assist. We responded to said residence and upon arrival they had already gotten the patient up. We then returned to the station.

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**2023356** 0 12/5/2023 15:24 143 - Grass fire

Address: 4800 LEON RD, HOCKLEY CO, TX 79336

# of Personnel: 7 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 3 **Total Call Duration: 01:21:00**

We received a call reporting a grass fire at said location. Dispatch advised that Anton was not answering so we were being dispatched. Upon arrival Shallowater and Abernathy were on scene. We assisted them with extinguishment and returned to the station and put the trucks back in service.

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**2023354** 0 12/4/2023 15:45 111 - Building fire

Address: 189 MANDY CIR, OPDYKE, TX 79336

# of Personnel: 12 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 5 **Total Call Duration: 01:17:00**

Dispatched to reports of a structure fire. Upon arrival light smoke was showing. Personnel made entry and extinguished all fire. Personnel checked the walls for extension. After checking for extension all fire dept personnel cleared the scene and returned to the station.

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**2023353** 0 12/4/2023 12:22 322 - Motor vehicle accident with injuries

Address: Intersection of N US HIGHWAY 385 & AMERICA RD, HOCKLEY CO, TX

# of Personnel: 8 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 5 **Total Call Duration: 02:30:00**

Dispatched to a multiple vehicle wreck at the intersection of 385 and America road. Upon arrival one vehicle was off the side of the roadway and another was off the roadway in a field. Worked with ems crews to extricate patients from vehicle. Assisted with patient care and transport. Worked with law enforcement crews on the scene. After all patients had been extricated from vehicles all fire dept personnel cleared the scene and returned to the station.

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**2023351** 0 12/3/2023 09:37 143 - Grass fire

Address: Intersection of N BARTON LN & FLORIDA RD, HOCKLEY CO, TX

# of Personnel: 12

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus: 8

**Total Call Duration: 04:04:00**

RECEIVED CALL OF LARGE GRASS FIRE NORTH OF TOWN LEVELLAND FIRE UNITS RESPONDED WITH MUTULE UNITS UPON ARIVAL FIRE WAS LARGE AND UNITS STARTED FIRE ATTACK LEVELLAND FD UNITS REQUESTED ASSISTS FROM HOCKLEY COUNTY SMYER FD AND THE STATE OF TEXAS FOR AID IN THE ATTACK OF THE FIRE DUE TO VERY HIGH WINDS UNITS WORKED THE FIRE UNTIL NO LONGER A THREAT UNITS STAYED ON SCENE UNTIL HOT SPOTS WERE EXTINGUISHED ALL UNITS 10-8

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**Total Number of Incidents in this District: 15**

**Grand Total Call Duration: 0 Days, 18:1**

Motion by Commissioner Clevenger, second by Commissioner Carter, 4 votes yes, 0 votes No, that Commissioner Court approved the Line-Item transfers for 2023. As per Order to approve line-item transfers recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO APPROVE LINE ITEM TRANSFERS**

It is the order of the Commissioners' Court of Hockley County that the 2023 Line-Item Transfers are hereby approved.

**DONE IN OPEN COURT**, this the 8<sup>th</sup> day of January, 2024, upon motion by Commissioner, Tommy Clevenger, seconded by Commissioner, Larry Carter and unanimously carried.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

ATTEST:

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



From Amount	G/L Code	Account Name	To Amount
	010-409-202	RETIREEES HEALTH INSURANCE	17,200.00
17,200.00	010-409-204	WORKERS COMPENSATION PREMIUMS	
	010-485-330	D.A. SUPPLIES	361.00
361.00	010-485-496	VARIOUS OTHER COURT EXPENSES	
67.00	010-490-330	OFFICE SUPPLIES	
	010-490-427	SEMINAR EXPENSE	67.00
100.00	010-510-332	JANITOR SUPPLIES	
	010-510-445	GREASE TRAPS MAINTENANCE	100.00
49,936.00	010-544-490	FIRE PREVENTION - LEVELLAND	
	010-610-108	EMERGENCY MANAGER	1,265.00
1,265.00	010-610-426	EOC PHONES LEC BASEMENT	
	010-695-200	TIF FUNDING TO CITY	95,436.00
45,500.00	010-696-495	UNFORESEEN CONTINGENCIES	
	010-665-420	TELEPHONE	138.00
138.00	010-666-450	FAIRGROUNDS UPKEEP & UTILITIES	



From Amount	G/L Code	Account Name	To Amount
	012-400-408	COUNTY COURT APPTD. ATTORNEYS	1,600.00
1,600.00	012-400-496	VARIOUS OTHER COURT EXPENSES	
	012-560-427	LE TRAINING	641.00
	012-560-454	VEHICLE MAINTENANCE	155.00
796.00	012-560-455	FUEL	
844.00	012-561-125	DETENTION STAFF SALARIES	
	012-561-126	DETENTION STAFF OVERTIME	282.00
	012-561-129	PART TIME SALARY	562.00
4,313.00	012-561-203	COUNTY RETIREMENT	
	012-561-427	TRAINING/SEMINAR EXPENSE	16.00
	012-561-465	INMATE HOUSING OUT OF COUNTY	12,856.00
10,000.00	012-561-531	JAIL EXPENSES	
	012-561-590	PRISONER KEEP	1,441.00
	012-570-420	TELEPHONE	150.00
167.00	012-570-426	TRAVEL	
	012-570-441	UTILITIES/613 AVE G	17.00
	012-571-420	TELEPHONE & INTERNET	200.00
200.00	012-700-400	UNFORESEEN CONTINGENCIES	

From Amount	G/L Code	Account Name	To Amount
592.00	017-435-333	VARIOUS OTHER JURY EXPENSES	
	017-435-405	COMPETENCY EXPENSE	592.00

From Amount	G/L Code	Account Name	To Amount
5,820.00	021-611-204	HEALTH INSURANCE	
	021-611-425	MOTOR FUEL	5,820.00

From Amount	G/L Code	Account Name	To Amount
325.00	022-612-204	HEALTH INSURANCE	
	022-612-441	UTILITIES R&B #2 COUNTY SHOP	325.00

From Amount	G/L Code	Account Name	To Amount
63.00	023-613-105	LONGEVITY	
	023-613-113	ROAD WORKERS SALARIES	63.00
315.00	023-613-203	RETIREMENT	
	023-613-425	MOTOR FUEL	4,915.00
4,600.00	023-613-573	CAPITAL OUTLAY OVER \$5000	

From Amount	G/L Code	Account Name	To Amount
33.00	025-615-201	SOCIAL SECURITY	33.00
	025-615-428	POOL CAR EXPENSES	

From Amount	G/L Code	Account Name	To Amount
	072-673-333	CONCESSION EXPENSES	3,360.00
	072-673-421	CELL PHONE EXPENSE	1.00
10,541.00	072-673-440	UTILITIES	
	072-673-450	REPAIRS	2,415.00
	072-673-484	CREDIT CARD FEES	4,765.00
=====			=====
10,541.00			10,541.00

Discussion and review only of the preliminary parking lot site plans for the Ave H. parking lot project.



Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that Commissioner Court approved to advertise for bids per belly dump truck load for hauling 75 belly dump loads (minimum of 22 tons per load) of rock from R.E Jane Gravel Company's pit in Slaton, Texas to Blackgold Road in Precinct 2, with a minimum of 4 trucks hauling at the same time. As per Notice to bidders recorded below.

THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT  
OF HOCKLEY COUNTY, TEXAS

**NOTICE TO BIDDERS**

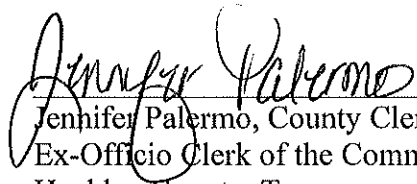
Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 9:00 A.M., Monday, January 29, 2024, for the following described:

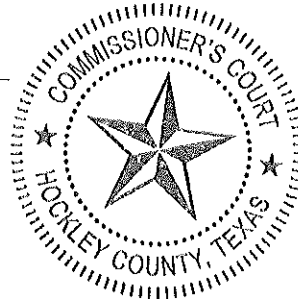
**Per belly dump truck load for hauling 75 belly dump loads (minimum of 22 tons per load) of rock from R.E. Jane Gravel Company's pit in Slaton, Texas to Blackgold Road in Precinct 2, with a minimum of 4 trucks hauling at the same time.**

The Commissioners' Court of Hockley County, Texas, reserves the right to reject any or all bids.

The required bid forms and specifications for said hauling is available at the office of the County Judge, between 9:00 A. M., and 5:00 P. M., Monday through Friday.

Given under my hand and seal of said Court, this the 8<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_  
Jennifer Palermo, County Clerk, and  
Ex-Officio Clerk of the Commissioners' Court,  
Hockley County, Texas



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

The foregoing Minutes of a Commissioner's Court meeting held on the 8th day of January, A. D. 2024, was examined by me and approved.

Al W Wisdom  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 2

[Signature]  
Commissioner, Precinct No. 4

Sharla Baldrige  
County Judge

Jennifer Palermo  
JENNIFER PALERMO, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

