


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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 9<sup>TH</sup> day of March, 2015 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

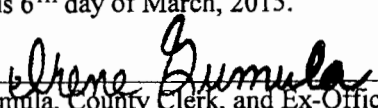
1. Read for approval the minutes of a Regular Meeting of the Commissioners Court held Monday, March 2, 2015.
2. Read for approval all monthly bills and claims submitted to the court and dated through March 9, 2015.
3. Hear Public Assistance monthly report.
4. Consider and take necessary action to approve Continuation Certificates of Christina Rodriguez; Lora Dockery; Tammy Barron; and Steffani Layne Cantwell and approve the Official Bond and Oath of Rodney Carr.
5. Consider and take necessary action to approve the Contract Amendment to the Interagency Cooperation Contract for Title IV-E Child Welfare Services (Non-Financial) with the Texas Department of Family and Protective Services.
6. Discussion of Addendum to the Interlocal Agreement for the health pool.
7. Consider and take necessary action to approve Addendum to the Interlocal Agreement for the health pool.
8. Consider and take necessary action to approve the Policy on Sick Leave Pool; the Policy on Affordable Care Act; the Policy on Employee Status; and the Policy on Vacation.
9. Conduct Public Hearing on the proposed Red Raider Wind, LLC to establish Hockley County Wind Reinvestment Zone #2.
10. Consider and take necessary action to approve the Resolution Approving Hockley County Wind Reinvestment Zone #2 for Red Raider Wind, LLC.
11. Consider and take necessary action to approve an Amended and Restated Tax Abatement Agreement with Red Raider Wind, LLC originally approved on July 28, 2014.

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

BY:   
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 6<sup>TH</sup> day of March, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 6<sup>TH</sup> day of March, 2015.

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

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

MAR 06 2015

  
County Clerk, Hockley County, Texas

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SPECIAL MEETING  
MARCH 9, 2015

Be it remembered that on this the 9<sup>th</sup> day of March, A.D. 2015, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on the 2nd day of March, A.D. 2015, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through March 9, A.D. 2015, be approved and paid as read.

Rebecca Currington, Public Assistance Administrator reported her February 2015, monthly approvals and denial request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of February 2015.

**APPROVED APPLICANTS**

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Amanda Oliver	226 Cactus	Levelland	Electric	\$ 75.00
Howard Brazil	210 Maple	Levelland	Gas	\$ 75.00
Eva Mae Cravin	107 Ave. E. Apt A	Levelland	Gas	\$ 75.00
Janet Smith	1308 Ave. L	Levelland	Gas	\$ 75.00
Ashley Baker	3971 Owl Road	Ropesville	Butane	\$220.00

**DENIED APPLICANTS**

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

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

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>
Brittany Escobar	403 Poplar	Levelland

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Continuation Certificate of Christina Rodriquez, Lora Dockery, Tammy Barron and Steffani Layne Cantwell and approve the Official Bond and Oath of Rodney Carr, as per Continuation Certificate and Official Bond and Oath recorded below.

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



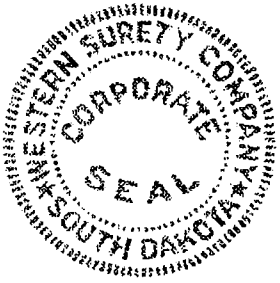
# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 62053906 briefly described as DEPUTY TAX CLERK COUNTY OF HOCKLEY,  
CHRISTINA RODRIQUEZ, as Principal, in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning May 06, 2015, and ending May 06, 2016, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 22 day of January, 2015.



WESTERN SURETY COMPANY

By Paul T. Bruhat  
Paul T. Bruhat, Vice President

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY TAX CLERK COUNTY OF HOCKLEY

bond with bond number 62053906

for CHRISTINA RODRIQUEZ

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 22 day of January, 2015.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

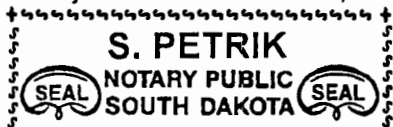
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 22 day of January, 2015, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik  
Notary Public

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# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 68501272 briefly described as DEPUTY TAX ASSESSOR COUNTY OF HOCKLEY  
 \_\_\_\_\_  
 for LORA DOCKERY  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning June 06, 2015, and ending June 06, 2016, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 28 day of January, 2015.



WESTERN SURETY COMPANY

By Paul T. Bruhat  
 Paul T. Bruhat, Vice President

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY TAX ASSESSOR COUNTY OF HOCKLEY

bond with bond number 68501272

for LORA DOCKERY

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 28 day of January, 2015.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 28 day of January, 2015, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

SEAL S. PETRIK NOTARY PUBLIC SOUTH DAKOTA SEAL  
My Commission Expires August 11, 2016

S. Petrik  
Notary Public

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# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 62053889 briefly described as DEPUTY TAX CLERK COUNTY OF HOCKLEY

for TAMMY BARRON

\_\_\_\_\_, as Principal, in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning May 06, 2015, and ending May 06, 2016, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 22 day of January, 2015.



WESTERN SURETY COMPANY

By Paul T. Bruhat  
Paul T. Bruhat, Vice President

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Paul T. Bruffat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY TAX CLERK COUNTY OF HOCKLEY  
bond with bond number 62053889  
for TAMMY BARRON  
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruffat with the corporate seal affixed this 22 day of January, 2015.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 22 day of January, 2015, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

\*\*\*\*\*  
S. PETRIK  
NOTARY PUBLIC  
SOUTH DAKOTA  
\*\*\*\*\*  
My Commission Expires August 11, 2016

S. Petrik  
Notary Public

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WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 62054156 briefly described as EXECUTIVE ASSISTANT COUNTY OWNED FACILITY COUNTY OF HOCKLEY for STEFFANI LAYNE CANTWELL, as Principal, in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning June 03, 2015, and ending June 03, 2016, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 09 day of February, 2015.



WESTERN SURETY COMPANY

By Paul T. Brunat  
Paul T. Brunat, Vice President

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One EXECUTIVE ASSISTANT COUNTY OWNED FACILITY COUNTY OF HOCKLEY

bond with bond number 62054156

for STEFFANI LAYNE CANTWELL

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 09 day of February, 2015.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA

} ss

On this 09 day of February, 2015, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

Form F1975-1-2012



S. Petrik  
Notary Public

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Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley / Precinct 4 }<sup>ss</sup>

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62307882

That we, Rodney Carr, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Judge, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 24th day of February, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 23rd day of February, 2015, duly Appointed (Elected—Appointed) to the office of Justice of the Peace in and for Hockley / Precinct 4 County, State of Texas, for a term of 2 years commencing on the 23rd day of February, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Rodney Carr Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley }<sup>ss</sup>

Before me, NANCIE THOMPSON on this day, personally appeared Rodney Carr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Anton, Texas, this 24 day of February, 2015.

NANCIE THOMPSON  
Hockley County, Texas



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

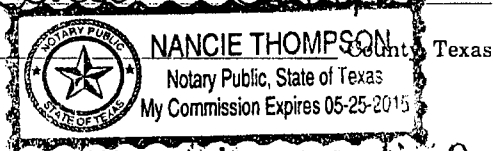
I, Rodney Carr, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace, Hockley County Precinct 4, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Rodney Carr

Sworn to and subscribed before me at Anton, Texas, this 24 day of February, 2015.

NANCIE THOMPSON

SEAL



THE STATE OF TEXAS  
County of Hockley

} ss  
Radney Carr

The foregoing bond of J.P. Prct. 4 in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Alene Sumula Clerk  
County Court Hockley County

Date 2/3/20  
County Judge, Hockley County, Texas

THE STATE OF TEXAS  
County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written.

\_\_\_\_\_  
Clerk

By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 24th day of February, 2015, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent  
Notary Public

My Commission Expires March 2, 2020

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract  
Amendment to the Interagency Cooperation contract for Title IV-E Child Welfare  
Services (Non-Financial) with the Texas Department of Family and Protective  
Services, as per Contract recorded below.**



Contract # 23939479

Amendment # 15-01

This AMENDMENT (Amendment) of contract # 23939479 (Agreement or Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Hockley County (Contractor).

**1. Purpose**

Section V(D) of the Agreement stipulates that the Contract may only be modified by mutual consent of all parties. DFPS procured this Contract under an Interagency Cooperation Contract for Title IV-E Child Welfare Services (Non-Financial) and has been amended one (1) times.

The parties agree that: (1) the Governor of Texas released an executive order and this contract is amended to reflect such; and (2) this Contract needs to have the option of it being unilaterally amended as necessary to comply with changes made to federal or state laws, regulations, rules or policies and to correct obvious clerical error.

The Governor of Texas released Executive Order RP-80 on December 3, 2014 requiring all State Contractors and Subcontractors to use the E-Verify system to validate the work authorization status of individuals who perform work under Texas Contracts. Both DFPS and Contractor agree that the enumerated revision below represents a necessary change that implements mandatory regulations under Texas Law for the effective administration of the Contract.

**2. Effect of Amendment on Contract**

**2.1.** Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

**2.2.** This Amendment modifies the Contract by adding new Section VI(B)

**U.S. Department of Homeland Security's E-Verify System.** Contractor certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this Contract within the United States of America. Upon request, Contractor must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the Contract. If this certification is falsely made, DFPS reserves the right to take any remedial actions deemed reasonable and necessary by the Department to ensure compliance with the terms and conditions of this Contract, up to and including termination of the Contract at no fault to the state.

**2.3.** The following language is added to the end of Section V(D) of the Original Contract:

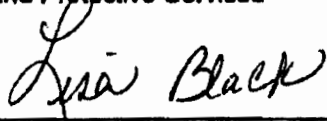
The parties to this Agreement may make modifications to the Contract according to the requirements of this section.

1. **Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.

2. **Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances.
- a. to correct an obvious clerical error in this Contract;
  - b. to incorporate new or revised federal or state laws, regulations, rules, or policies.

The parties to contract # 23939479 have duly executed this Amendment to be effective March 1, 2015.

Texas Department of Family  
and Protective Services

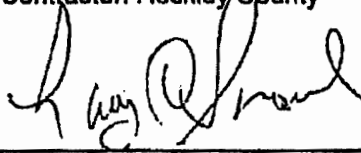


Signature  
Printed Name: Lisa Black  
Title: CPS Assistant Commissioner

Date

3/30/15

Contractor: Hockley County



Signature  
Printed Name: Larry Sprowles  
Title: County Judge

Date

2/9/15

**Discussion of Addendum to the Interlocal Agreement for the health pool.  
Discussion only.**

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve Addendum to the  
Interlocal Agreement for the Health Pool, as per Agreement recorded below.**



**ACA Reporting and Tracking Service (ARTS)  
Program Agreement  
HEBP Member (Fully Insured or ASO)**

**Program Services**

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking beginning January 1, 2015 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if historical data is provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of a data file to produce your county/district's 1094C and 1095C forms (optional direct mail service);*
- *Production of a data file to produce your county/district's 1094B and 1095B forms (applies to self-insured groups only)*

**Program Requirements**

- 35) Participants must provide employer, payroll, employee and unpaid leave of absence related to the group's Health Benefits Plan in the format designated by TAC HEBP, as described on Attachment A: "ARTS File Specifications". This data must be provided at each payroll cycle.
- 36) Group agrees to pay program fees as described in the ARTS Fee Schedule.

**Enrollment and Data Submission Deadlines**

- Groups who wish to participate in the ARTS program must return the signed executed documents to TAC HEBP no later than April 30, 2015 in order to participate.
- Data file transmission to TAC HEBP must begin no later than June 30, 2015 to avoid late fees.

loj Initials



**ACA Reporting and Tracking Service (ARTS)  
HEBP Member (Fully Insured or ASO)  
Fee Schedule**

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.05 / form	Waived
2	<input type="checkbox"/>	Optional Forms Distribution <i>(group chooses to have TAC mail employee forms)</i>	\$ 1.40 / form	Will be billed in January 2016 when forms are produced
3	<input checked="" type="checkbox"/>	One time Activation Service Fee <i>(based on number of employees, non-refundable)</i>	\$7.50 /employee	Waived
4	<input type="checkbox"/>	Late fee for service election form <i>(after 4/30/2015)</i>	\$1,500	
5	<input type="checkbox"/>	Late fee for data submission <i>(after 6/30/2015)</i>	\$2,500	
6	<input type="checkbox"/>	Cancellation Fee <i>(7/1 through 12/31/2015)</i>	\$4,000	
<b>Total Amount Due:</b> <small>(if zero, enter 0.00)</small>			\$ <u>0.00</u>	

*\*Per 1094/1095C form and 1094/1095 B form if applicable*

*Fees subject to change annually beginning in 2016*

*[Handwritten initials]*

\_\_\_\_\_ Initials



**ACA Reporting and Tracking Service (ARTS)  
Contact Designation Form**

Contracting Authority: Hockley County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: LARRY SPROWLS  
Title: COUNTY JUDGE  
Address: 802 Houston  
Levelland TX 79336  
Phone: 806-894-6856  
Fax: 806-  
Email: sbaldrige@hockleycounty.org

**Primary Contact:** Main contact for data file and reporting matters pertaining to the ARTS program.

Name: Shirley Penner  
Title: Assitant Auditor  
Address: 802 Houston Ste 103  
Levelland, TX 79336  
Phone: 806-894-6070  
Fax: 806-894-6917  
Email: Spenner@hockleycounty.org

HIPAA Secured FAX number: \_\_\_\_\_

Signature of County Judge or Contracting Authority

LARRY SPROWLS, COUNTY JUDGE  
Print Name and Title

Date

4-23-15

**Motion by Commissioner Clevenger, seconded by Commissioner Carter,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Policy on Sick Leave  
Pool, the Policy on Affordable Care Act, the Policy on Employee Status, and the  
Policy on Vacations, as per Policies recorded below**

**HOCKLEY COUNTY, TEXAS  
POLICY ON EMPLOYEE SICK LEAVE POOL**

**ELIGIBILITY**

1. All full time regular employees shall be eligible to contribute to and draw from the Sick Leave Pool.

**CONTRIBUTIONS**

2. All contributions to the Sick Leave Pool are strictly voluntary.
3. An employee may make a contribution to the Pool at the end of the calendar year. Only unused hours may be contributed. Per Subchapter E., Section 157 of the Local Government Code, an employee may donate "not less than one day or more than five days of accrued sick leave time."
4. Employee must submit a completed Sick Leave Pool Contribution form to the Wellness Coordinator no later than March 1<sup>st</sup> of each year. Employee may choose an annual contribution option as long as those hours are available.
5. Sick leave time credited to the Pool will be deducted from the contributing employee's accrued sick leave as if it had been taken.
6. Wellness Coordinator shall verify with the County Auditor that submitted hours are available.
7. An employee who contributes to the Sick Leave Pool and then exhausts regular sick leave in the following calendar year may retrieve hours contributed from the prior calendar year. It is not required that vacation or compensation hours be exhausted in order to draw these hours.
8. An employee is not required to have donated to the sick leave pool to apply for hours due to a catastrophic injury or illness. However, per Subchapter E., Section 157 of the Local Government Code, an employee must have "exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled." These events are defined in the following section.
9. Available hours for a catastrophic injury or illness are set out in Subchapter E., Section 157 of the Local Government Code as an amount that does not exceed the "lesser of one-third of the total amount of time in the pool or 180 days (1,260 hrs)."



## USE OF POOL

1. To be eligible for Pool Leave an employee must:
  - a. be meeting job performance requirements and observing work rules;
  - b. have exhausted all other paid leave(sick, vacation, compensatory time, overtime);
  - c. provide properly completed forms as designated in section titled "Requesting Leave";
  - e. have a catastrophic illness or injury which
    - affects the mental or physical health of the employee;
    - requires the services of a licensed physician or other medical practitioner for a prolonged period of time;
2. Examples of illnesses or injuries generally considered severe enough to be catastrophic include, but are not limited to:
  - a. stroke with residual paralysis or weakness;
  - b. incapacitating heart attack;
  - c. major surgery in which recovery time exceeds 20 continuous working days and/or complications resulting from surgery;
  - d. cancer;
  - e. hepatitis;
  - f. broken hip.
3. Examples of illnesses not categorized as catastrophic include but are not limited to:
  - a. broken limb;
  - b. cold/allergy;
  - c. certain types of surgery with minor or no complications;
  - d. pregnancy with minor or no complications.

## REQUESTING LEAVE

1. An employee who meets eligibility requirements will be considered eligible to receive Pool Leave.
2. An eligible employee may request and receive Pool Leave regardless of whether the employee contributed leave to the Pool.
3. To apply for use of time from the Sick Leave Pool an eligible employee must complete a *Request for Pool Leave* form and a *Certificate of Illness/Injury* form. Both forms may be obtained from the Wellness Coordinator. The *Certificate of Illness/Injury* form must be completed by both the employee and a physician or other licensed medical practitioner.
4. Completed forms must be submitted to the Wellness Coordinator who will review the request and determine whether the condition is severe enough to be considered catastrophic. The *Certificate of Illness/Injury* form must contain sufficient information to evaluate the nature of the illness or injury and to make a determination.

5. Additional information or documentation may be requested in order to determine eligibility.
6. Upon determining eligibility the Wellness Coordinator shall inform the Commissioners' Court of the decision. The Court has the right to review the determination including documents submitted by the employee.
7. The number of hours awarded will be based on documentation provided by the attending physician in Part B. of the Health Care Provider Certification.
8. All documents submitted to the Administrator for the purpose of evaluating eligibility for Pool Leave are confidential and will be maintained as such in the Wellness Coordinator's files.

#### REVIEW PROCEDURE

1. If an employee requesting Pool Leave feels the final determination is unfair or that the time allowed is insufficient, he/she must, within ten working days after receiving notification, request in writing a review of the application by the Commissioners' Court. Request must be turned in to the County Judge's office.
2. Within ten working days of receiving the written request, the Commissioners' Court will schedule a meeting to consider the employee's application. Review will be considered in an executive session posted in accordance with Section 551.074 of *The Texas Government Code*.
3. The employee shall be notified in writing of the date and time of the meeting at which the application will be reviewed.
4. The employee should be present at the meeting to present information about the request for Pool Leave. If the employee is unable to attend the meeting then information may be presented in writing.
5. The decision of the Commissioners' Court will be final.
6. The employee will receive written notification of the Court's decision within ten working days from the date of the final decision.

**HOCKLEY COUNTY  
POLICY ON AFFORDABLE CARE ACT MEASUREMENT PERIODS  
EFFECTIVE 1/1/2015**

**NEW EMPLOYEE**

New employees fall into several categories:

- a) Reasonably expected to work full-time at hire date (do not need to measure)
- b) Reasonably expected not to work full-time at hire date (measure)
- c) Seasonal employees at hire date (measure)
- d) Variable hours employees at hire date (measure)

**NEW HIRES**

**INITIAL MEASUREMENT PERIOD (IMP)**

The Initial Measurement Period is the period that an employer chooses to apply to new hires. This period is used to determine whether newly hired variable hour and seasonal employees are full-time employees. The Initial Measurement Period and the Initial Administrative Period combined may not extend beyond 13 months and a fractional month.

The **Initial Measurement Period for Hockley County** begins on a new non full-time employee's hire date and will end 12 months later. For example, if a variable hour employee is hired on April 1, 2015, then that employee's IMP will begin on April 1, 2015 and will end March 31, 2016.

**INITIAL ADMINISTRATIVE PERIOD (IAP)**

The Initial Administrative Period is the period of time during which the employer performs measurement and determines whether health care coverage should be offered. This period begins immediately following the end of the Initial Measurement Period and ends immediately before the start of the Initial Stability Period.

The **Initial Administrative Period for Hockley County** begins immediately following the end of the Initial Measurement Period and ends immediately before the start of the Initial Stability Period but is no longer than 1 month plus a fractional month. For example, if a variable hour employee's IMP ends on March 31, 2016 then that employee's IAP begins on April 1, 2016 and ends April 30, 2016. During this period the Hockley County Auditor's Office will determine if the employee is eligible for health care coverage (paid an average of thirty (30) or more hours during their IMP). If eligible, the employee **must be** offered health care coverage.

## **POLICY ON MEASUREMENT PERIODS (cont.)**

### **INITIAL STABILITY PERIOD (ISP)**

The Initial Stability Period is the period of time lasting 12 months during which the employee is either:

- 1) Considered full-time and must be offered benefit coverage, or;
- 2) Is not considered full-time and no coverage must be offered (i.e. no penalties)

For new variable hour and seasonal employees, the ISP must begin after their IMP and any IAP. For those determined to be full-time employees, their ISP must be the same length as the Standard Stability Period.

The **Initial Stability Period for Hockley County** is 12 months beginning immediately after the Initial Administrative Period ends. For example, if during the IAP (April 1, 2016 thru April 30, 2016) it is determined that a variable hour employee is paid an average of thirty (30) hours or more per week during their IMP, then that employee is eligible and **must be** offered health care coverage. If the employee accepts the health care coverage then their coverage begins May 1, 2016 and will end April 30, 2017 (their ISP) unless they continue to be paid an average of thirty (30) hours per week during the Standard Measurement Period, in which case, the employee **must be** offered health care coverage again.

### **ONGOING EMPLOYEES**

An ongoing employee is one who has been employed by a large employer for at least one complete Standard Measurement Period.

### **STANDARD MEASUREMENT PERIOD (SMP)**

The Standard Measurement Period is the period that an employer chooses to apply to ongoing employees. This period is used to determine whether variable hour and seasonal employees are full-time employees.

The **Standard Measurement Period for Hockley County** begins January 1 each year and will end December 31.

### **STANDARD ADMINISTRATIVE PERIOD (SAP)**

The Standard Administrative Period is the period of time during which the employer performs measurement and determines whether health care coverage should be offered. This period begins immediately following the Standard Measurement Period and ends immediately before the Standard Stability Period.

**POLICY ON MEASUREMENT PERIODS (cont.)**

The **Standard Administrative Period for Hockley County** begins January 1 each year and will end January 31. During this period the Hockley County Auditor's Office will determine if the employee is eligible for health care coverage (paid an average of thirty (30) or more hours during the SMP). If eligible, the employee **must be** offered health care coverage.

**STANDARD STABILITY PERIOD (SSP)**

If an employer determines that an employee averaged at least 30 hours per week during the SMP, the employer must treat an employee as a full-time employee during a subsequent Standard Stability Period. If an employee accepts the health care coverage, the Standard Stability Period is 12 months beginning immediately after the Standard Administrative Period ends regardless of the employee's number of hours of service during the SSP.

The **Standard Stability Period for Hockley County** begins February 1 each year and ends January 31. For example, if during the SAP (January 1, 2016 thru January 31, 2016) it is determined that a variable hour employee is paid an average of thirty (30) hours or more per week during their SMP, then that employee is eligible and **must be** offered health care coverage. If the employee accepts the health care coverage then their coverage begins February 1, 2016 and will end January 31, 2017 (their SSP) unless they continue to be paid an average of thirty (30) hours per week during their next Standard Measurement Period, in which case, the employee **must be** offered health care coverage again.

APPROVED BY COMMISSIONER'S COURT \_\_\_\_\_

**HOCKLEY COUNTY  
POLICY ON EMPLOYEE STATUS**

**FULL TIME**

1. A full time employee shall be any employee in a position which has a normal work schedule of at least 35 hours per week, in a budgeted position. Employees may be non-exempt, hourly employees or exempt employees. Hockley County makes exempt status determination based on the Fair Labor Standards Act (FLSA).

**PART TIME**

2. A part time employee shall be any employee in a position which has a normal work schedule of **less than 29 hours per week** and are not specifically determined as full time positions by the Commissioners' Court. These positions are not funded as full time positions and are not eligible for county benefits, but may be eligible for county retirement.

**TEMPORARY**

3. A temporary employee shall be any employee who is hired into a position which is expected to last for some specific duration or until a specific project is completed. They are not entitled to the county's benefits.

**APPLICATION OF  
PERSONNEL  
POLICY MANUAL**

7. The policies, procedures, and guidelines contained herein apply to all HOCKLEY County Employees regardless of status.

**HOCKLEY COUNTY  
POLICY ON VACATION**

**ELIGIBILITY**

1. Regular full-time employees are eligible for vacation benefits. Vacation is based on the employment date.
2. Regular part-time and temporary employees shall not be eligible for vacation benefits.
3. Regular full-time employees are eligible for one (1) week of vacation after a full six (6) months of employment has been completed.
4. On an employee's one (1) year anniversary date the employee will be eligible to receive vacation time according to the number of full months remaining in the County fiscal year (January thru December) in relation to their regular schedule requirement as follows:

35 hour employees	5.84 hours/month
40 hour employees	6.67 hours/month
84 hour employees (Jail)	7.00 hours/month
85 hour employees (SO)	7.09 hours/month

Example: A 35 hour employee is hired on 3-15-2015. This employee would receive one week of vacation on 09-15-2015 and on 3-15-2016 would receive 52.56 hours (9 months X 5.84).

5. Once an employee has worked a complete fiscal year (January thru December) two weeks of vacation leave will be awarded on January 1<sup>st</sup>.
6. Hockley County has employees working many varying schedules. When charging vacation all hours taken should correspond with the employees regular schedule requirement.

Example: An employee working five (5) seven (7) hour days must charge seven (7) hours of vacation for each full day off.

Example: An employee working four (4) ten (10) hour days must charge ten (10) hours of vacation for each full day off.

## POLICY ON VACATION

7. After 15 continuous years of full-time service an employee is eligible for no more than 3 weeks' vacation.
8. Vacation shall not be accrued while an employee is on leave without pay.

### INITIAL ACCRUAL

9. Accrual of vacation shall begin at the time an employee begins work in a position eligible to accrue vacation.

### MAXIMUM VACATION

10. From one (1) to fourteen (14) years of continuous employment an employee is eligible for two (2) weeks of vacation each year. After fifteen (15) years of continuous employment an employee is eligible for three (3) weeks of vacation each year. Employees are not allowed to carry over vacation into the next year.

### SCHEDULING

11. Scheduling of vacations shall be at the discretion of the individual department heads.

### MINIMUM USAGE

12. The minimum amount of vacation that may be taken at one time shall be at the discretion of the individual department heads.

### BORROWING

13. Employees shall only be able to use vacation which has already been accrued and shall not be allowed to borrow vacation against possible future accruals.

### HOLIDAY DURING VACATION

14. If a holiday falls during an employee's vacation, the holiday shall be charged in accordance with the POLICY ON HOLIDAYS and shall not be charged against the employee's vacation balance.



## POLICY ON VACATION

### PAY AT TERMINATION

15. An employee who has not worked for at least two (2) continuous years in a position which accrues vacation at the time the Employee resigns, is discharged, retires or is terminated for any other reason, shall not be eligible for any vacation pay.
16. An employee who has worked for two (2) continuous years in a position which accrues vacation at the time the employee resigns, is discharged, retires or is terminated for any other reason, **prior to June 30<sup>th</sup>** shall only be eligible to receive one (1) week of unused vacation pay.
17. An employee who has worked for two (2) continuous years in a position which accrues vacation at the time the employee resigns, is discharged, retires or is terminated for any other reason, **after June 30<sup>th</sup>** shall be eligible to receive two (2) weeks of unused vacation pay.
18. Once an employee has worked for eight (8) continuous years in a position which accrues vacation at the time the employee resigns, is discharged, retires or is terminated for any other reason, shall be eligible to receive pay for all properly accrued an unused vacation up to the maximum allowed under this policy.
19. Employees shall be required to work a two (2) week notice period in order to be eligible to receive pay for all properly accrued and unused vacation time up to the maximum allowed under this policy.
20. An employee's last day of work (physically present on the job) shall be considered the termination date.

### RECORD KEEPING

21. Each employee shall be responsible for accurately recording all vacation time used on his or her time sheet.

**Conduct Public Hearing on the proposed Red Raider Wind, LLC to establish Hockley County Wind Reinvestment Zone #2. as per Sign in Sheet recorded below. Public Hearing closed at 11:15 A.M.**

**SIGN IN SHEET FOR**  
**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF**  
**HOCKLEY COUNTY, TEXAS**  
**FOR SPECIAL MEETING HELD 3-9-2015 AT 10:00 A.M.**

Raymond

Tommy

Cheryl

Kimberly

Becky

Anna

Wes

Jody

John

Linda

Alene

Sam

Luella

J. L. Barnett

Motion by Commissioner Carter, seconded by Commissioner Barnett,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Resolution  
Approving Hockley County Wind Reinvestment Zone #2 for Red Raider Wind, LLC.,  
as per Resolution recorded below.

RESOLUTION OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS DESIGNATING  
HOCKLEY COUNTY WIND REINVESTMENT ZONE #2

**A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR A  
COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN HOCKLEY COUNTY, TEXAS,  
ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE  
DATE.**

Whereas, the Commissioners Court of Hockley County, Texas, desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, et seq.), and the Guidelines and Criteria of the Commissioners Court of Hockley County for Granting a Tax Abatement in Reinvestment Zone created in Hockley County, Texas (the "Guidelines"); and

Whereas, on March 9, 2015, a hearing before the Commissioners Court of Hockley County, Texas, was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Hockley County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

Whereas, the Commissioners Court of Hockley County, Texas, at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

Whereas, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Hockley County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a. That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by

law and mailed to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone; and

b. That the boundaries of the reinvestment zone should be the area described in the attached Exhibit "A" and depicted in the map attached hereto as Exhibit "B", which are incorporated herein by reference for all purposes. In the event of discrepancy between the descriptions of Exhibit "A" and map in Exhibit "B", the map shall control; and

c. That the creation of the reinvestment zone will result in benefits to Hockley County, Texas, and to the land included in the zone and that the improvements sought are feasible and practical; and

d. The reinvestment zone meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Hockley County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Hockley County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, Hockley County Commissioners Court hereby creates Hockley County Wind Reinvestment Zone #2, a reinvestment zone for commercial-industrial tax abatement encompassing only the area described in Exhibit "A" and depicted in Exhibit "B", and such reinvestment zone is hereby designated and shall hereafter be referred to as Hockley County Wind Reinvestment Zone #2.

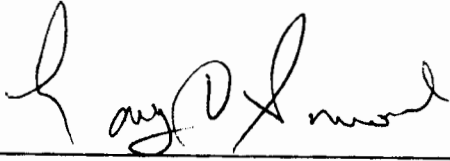
SECTION 4. That Hockley County Wind Reinvestment Zone #2 shall take effect on March 9, 2015 and shall remain designated as a commercial-industrial reinvestment zone for renewable and wind generated power generation for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Hockley County Commissioners Court at which this Resolution was adopted was posted at a place conveniently and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding

officers of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

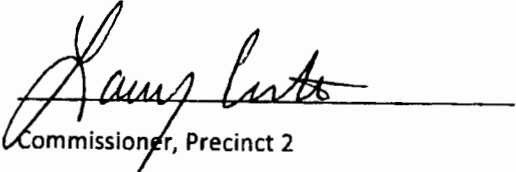
PASSED, APPROVED AND ADOPTED on this the 9th day of March, 2015.



County Judge



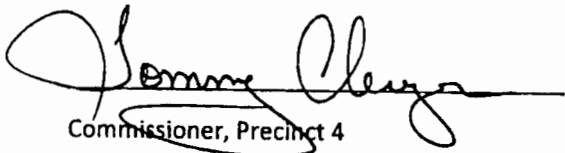
Commissioner, Precinct 1



Commissioner, Precinct 2



Commissioner, Precinct 3



Commissioner, Precinct 4



County Clerk

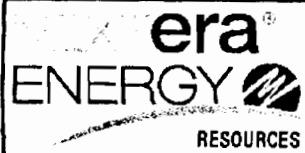
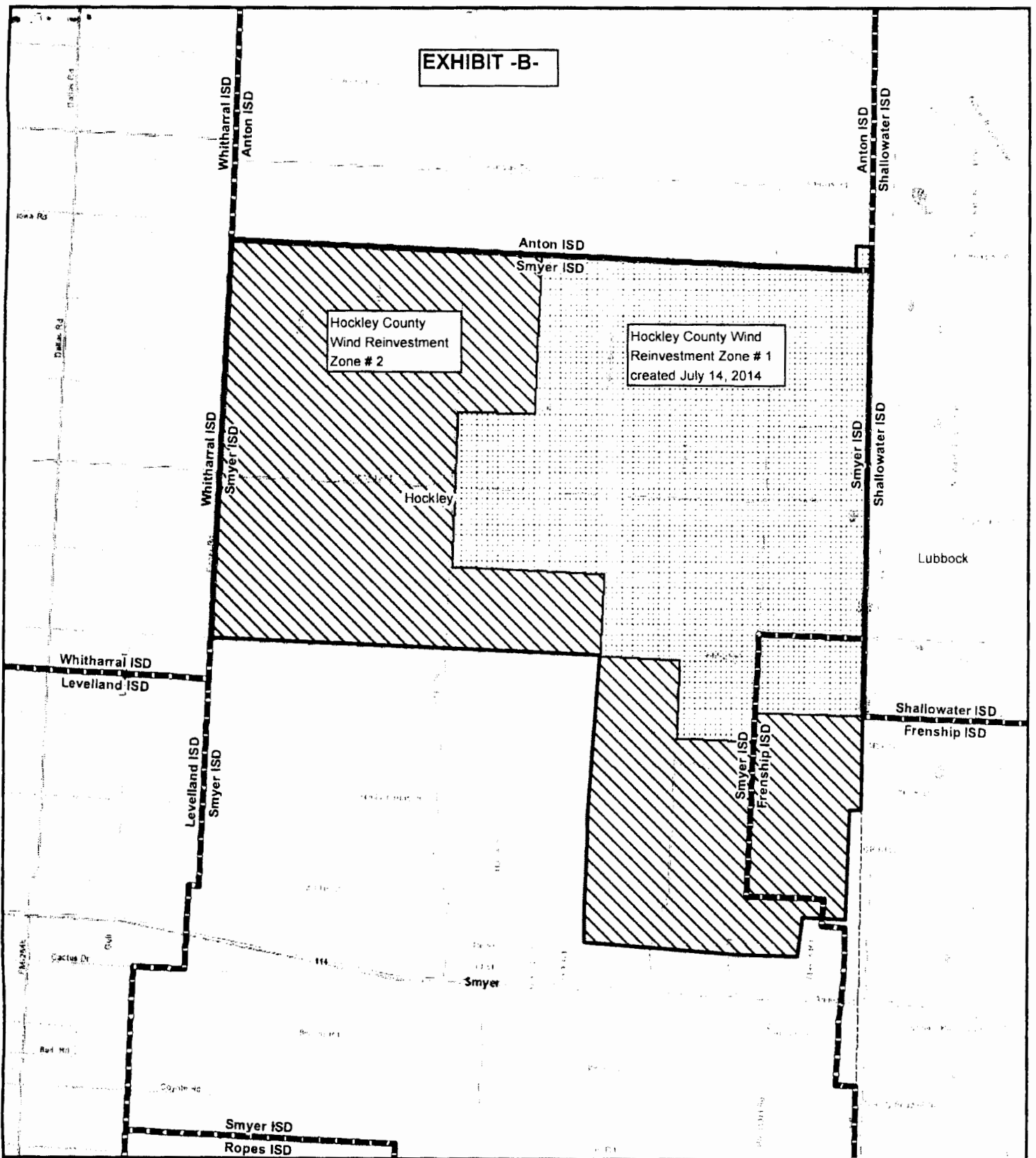
(County Seal)

EXHIBIT -A-

Survey	Block	Section	Abstract
THOMSON, R M	A	131	219106
THOMSON, R M	A	57	219102
THOMSON, R M	A	56	219101
THOMSON, R M	A	55	21968
THOMSON, R M	A	54	21967
THOMSON, R M	A	50	21963
THOMSON, R M	A	51	21964
THOMSON, R M	A	52	21965
THOMSON, R M	A	53	21966
THOMSON, R M	A	42	21998
THOMSON, R M	A	41	21997
THOMSON, R M	A	40	21980
THOMSON, R M	A	39	21979
THOMSON, R M	A	38	219116
THOMSON, R M	A	130	219125
THOMSON, R M	A	33	21993
THOMSON, R M	A	34	21994
THOMSON, R M	A	35	21995
THOMSON, R M	A	36	21996
THOMSON, R M	A	37	219115
THOMSON, R M	A	129	219124
THOMSON, R M	A	24	21961
THOMSON, R M	A	23	21960
C&M RR CO	P	53	219244
C&M RR CO	P	53	2191
THOMSON, R M	A	22	21959
PSL	D	12	219358
THOMSON, R M	A	128	219121

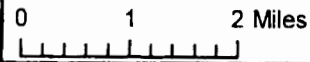


EXHIBIT -B-



# Red Raider

Thursday, February 19, 2015  
Hockley County, Texas



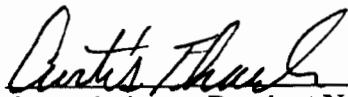
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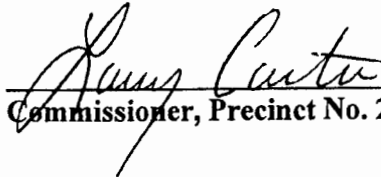
- Project Boundary
- Reinvestment Zone 1
- Reinvestment Zone 2
- ISD Boundary
- County Boundary

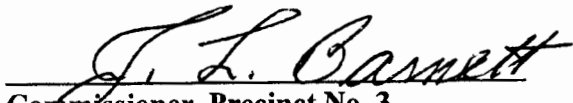
Commissioners' Court tabled an Amended and Restated Tax Abatement Agreement with Red Raider Wind, LLC .

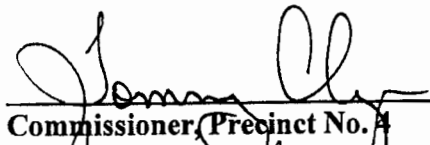
There being no further business to come before the Court, the Judge declared  
Court adjourned, subject to call.

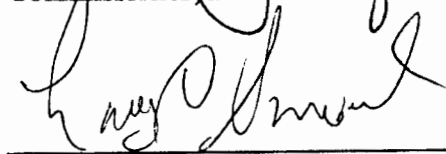
The foregoing Minutes of a Commissioners' Court meeting held on the 9<sup>th</sup>  
day of March, A. D. 2015, was examined by me and approved.

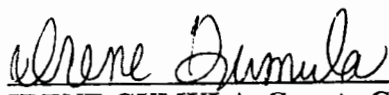
  
\_\_\_\_\_  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
Commissioner, Precinct No. 2

  
\_\_\_\_\_  
Commissioner, Precinct No. 3

  
\_\_\_\_\_  
Commissioner, Precinct No. 4

  
\_\_\_\_\_  
County Judge

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