

**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 18th day of December, 2017 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Regular Meeting of the Commissioners' Court held Monday, December 4, 2017 at 10:00 a.m.
2. Read for approval all monthly bills and claims submitted to the court and dated through December 18, 2017.
3. Consider and take necessary action to approve the Ambulance Service Contract between Hockley County and Methodist Hospital Levelland d/b/a Covenant Hospital Levelland.
4. Consider and take necessary action to approve and accept the Fire Service Agreement made between Hockley County and the City of Levelland.
5. Hear the presentation by Skydiveland.
6. Executive session pursuant to Section 551.071 of the Texas Local Government Code.
7. Consider and take necessary action concerning the License Agreement for Skydiveland.
8. Consider and take necessary action to approve the appointment of Aaron Gonzales as an Alternate Judge for Precinct 14 in Hockley County for the year 2018 as requested by Kristy Cook, Democrat Chair for Hockley County.
9. Consider and take necessary action to approve the 2018 Primary Election Services Contract by and between the Hockley County Democratic Party and Hockley County Elections Officer.
10. Consider and take necessary action to approve Line Item Transfers for 2017.
11. Consider and take necessary action to approve Ad Valorem tax refund.
12. Consider and take necessary action to approve two road crossings for Occidental Permian on Rawhide Road in Precinct 2.

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

BY: *Sharla Baldrige*  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 14<sup>th</sup> day of December, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 14<sup>th</sup> day of December, 2017.

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

Filed for Record  
at \_\_\_ o'clock \_\_\_ M.

DEC 14 '17

*Irene Gumula*  
County Clerk Hockley County, Texas

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SPECIAL MEETING  
DECEMBER 18<sup>TH</sup>, 2017

Be it remembered that on this the 18<sup>TH</sup> day of December A.D. 2017, 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:

Sharla Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett (ABSENT)	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 Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on December 4<sup>th</sup>, 2017, A. D., be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through December 18<sup>th</sup>, 2017, A. D. be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court tabled the Ambulance Service Contract between Hockley County and Methodist Hospital Levelland d/b/a/ Covenant Hospital Levelland..

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve and accept the Fire Service Agreement made between Hockley County and the City of Levelland, as per Agreement recorded below.

FIRE SERVICE AGREEMENT

This Agreement is made by and between the CITY OF LEVELLAND, TEXAS (the CITY), and the COUNTY OF HOCKLEY (the COUNTY) for the purposes and in accordance with the provisions herein set forth;

1. This Agreement is made under the authority of, and in accordance with the provisions of, TEXAS LOCAL GOVERNMENT CODE Chapter 352, County Fire Protection, and Texas Government Code. Chapter 791, the Interlocal Cooperation Act. The purpose of this Agreement is to provide for fire protection in the portion of the County that is situated outside of the municipal boundaries of the City, because the CITY owns and operates a Fire Department as a department of its municipal government, but the COUNTY neither owns or operates any fire-fighting equipment, nor does it provide any type of fire protection, except as hereinafter set forth.

2. The CITY hereby agrees to provide fire-fighting services for the portion of the COUNTY situated outside the municipal boundaries of the CITY, using its equipment and personnel, subject to the following limitations:

A. The particular equipment and the number of personnel dispatched to any fire shall be within the sole discretion of the CITY's Fire Chief or his designee, taking into account such factors as (but not limited to), the size and type of the fire, the location of the fire, any special toxic or other high risk characteristics of the fire, its proximity to the other departments capable of responding, and the necessity of holding sufficient fire-fighting assets in reserve to respond to other fires that would require a response by the CITY's Fire Department.

B. This Agreement does not include the CITY's providing of fire prevention services, such as building or fire extinguisher inspections, risk assessments, public fire prevention or safety programs, or arson or suspicious circumstances investigations.

3. The COUNTY has provided equipment to, and made arrangements with, numerous irrigation well owners so that those wells can provide water to fire fighting equipment. The COUNTY shall be responsible for maintaining those well connections, and will provide the CITY with appropriate maps or other means for locating and using these wells to obtain necessary water.

4. The CITY presently may be a party to one or more Mutual Aid Fire Agreements with other Cities, which essentially provide for coordinated fire responses. Those Agreements are not affected by this Agreement, and are not made a part hereof.

5. In consideration of the CITY's providing fire-fighting services, the COUNTY agrees to pay to the CITY:

A. An annual minimum amount of \$120,000 to cover up to 200 County Fire Runs. This amount shall be paid in two equal installments, the first installment of \$60,000 being paid to the CITY as soon as practicable after January 1, 2018, and the second \$60,000 installment as soon as practicable after July 1, 2018.

B. The CITY shall periodically provide to the COUNTY reports on the number County Fire runs with each report to include a cumulative total for the calendar year.

C. For each County Fire Run in excess of 200 the COUNTY shall pay an additional \$600, with the calendar year total not to exceed a total COUNTY obligation of \$140,000. Payment for these runs shall be made as soon as practicable after receipt of the CITY report documenting the runs.

6. The CITY and COUNTY each acknowledge that they have undertaken a comprehensive review of the costs of providing fire protection services to the citizens of the COUNTY, including those living inside and outside of the CITY, in order that those costs can be equitably borne. The CITY's and COUNTY's representatives have met, and the parties hereto agree that the conditions and responsibilities outlined in this agreement will likely serve as an equitable arrangement for another year. However, periodically the parties shall again undertake a comprehensive review of fire protection services and develop a new or revised fire service agreement when appropriate.

7. The term of this Agreement is for one year, commencing on December 1, 2017 and ending on November 30, 2018, subject to the review and approval for subsequent years as outlined in paragraph 6. above. The parties agree that this agreement represents an obligation of 2018 fiscal year funds only.

8. This Agreement supersedes all previous agreements of the parties concerning the subject matter hereof.

HOCKLEY COUNTY

By: Sharla Baldrige  
Sharla Baldrige, County Judge

Attest:

Irene Gumula  
Irene Gumula, County Clerk

CITY OF LEVELLAND

By: Barbra Pinner  
Barbra Pinner, Mayor

Attest:

Beth A. Walls  
Beth A. Walls, TRMC, IPMA-CP  
City Secretary

**Hear the presentation by Skydiveland. Discussion only**

**Executive session pursuant to Section 551.071 of the Texas Local Government Code.  
Left at session time at 10:11 A. M., came back in at 10:16 A. M. .**

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes,  
0 Votes No, that Commissioners' Court TABLED License Agreement for Skydiveland.**

**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes,  
0 Votes No, that Commissioners' Court approve the appointment of Aaron Gonzales as an Alternate  
Judge for Precinct 14 in Hockley County for the 2018 as requested by Kristy Cook, Democrat Chair for  
Hockley County, as per Approval and Appointment recorded below.**



OFFICE OF

**CHERYL SMART**

HOCKLEY COUNTY ELECTIONS ADMINISTRATOR  
624 AVE. H, SUITE 103  
LEVELLAND, TEXAS 79336  
(806) 894-1105

December 6, 2017

To The Commissioners' Court of Hockley County:

I would like to petition the Court to consider and take necessary action to approve Aaron Gonzales to be the Alternate Judge for Precinct 14 in Hockley County for the year 2018 as requested by Kristy Cook, Democrat Chair for Hockley County.

Thank you,

*Cheryl Smart*

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Cheryl Smart  
Hockley County Elections Administrator

**Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve Ad Valorem tax refund in the amount of Eight Hundred and Eighty Seven Dollars, Sixty Five Cents (\$887.65) to Carrington Mortgage, as per request of Debra Bramlett, Tax/Assessor/Collector.**



**Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2018 Primary Election Services Contract by and between the Hockley County Democratic Party and Hockley County Elections Officer, as per Contract recorded below.**

**2018 PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF HOCKLEY**

THIS CONTRACT is made and entered into this 18TH day of DECEMBER, 2017, by and between the HOCKLEY County DEMOCRAT Party, acting by and through the Chair of its County Executive Committee, KRISTY COOK (*name*), hereinafter referred to as "Party," and CHERYL SMART (*name*), County Election Officer of HOCKLEY County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the HOCKLEY County DEMOCRATIC Party's Primary Election on MARCH 6TH, 2018 (hereinafter referred to as the "election"), and the HOCKLEY County DEMOCRATIC Party's Runoff Primary Election, if necessary, on MAY 22, 2018 (hereinafter referred to as the "runoff election").

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

*1. Duties and Services of the Contracting Officer.* The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (*strike out any not being performed by the C.O.*) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost born by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.

- 1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.
- 1.11 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.

**NOTE:** HB 1735 (2017) now requires the county election officer to prepare an unofficial tabulation of precinct results for the primary election. Additionally, HB 1735 also requires the authority establishing the central counting station to make periodic announcements of the current state of the tabulation including announcements on the county's website (if available).

- 1.12 Submit Election Night Returns ("ENR") electronically to the Texas Secretary of State (hereinafter referred to as "SOS") in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.13 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

**NOTE:** HB 1735 (2017) now requires the county election official to deliver this report to SOS no later than the 30<sup>th</sup> day after primary election day.

- 1.14 Supervise the overall conduct of the election in the county as set forth in Section 31.092(d), Texas Election Code.

**2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 As soon as possible after December 11, 2017, in accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them.
- 2.2 Appoint a presiding and an alternate judge for each election day polling place, a presiding and an alternate judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the

expenditures for the election and runoff election.

- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

**NOTE:** HB 1735 (2017) now requires SOS to provide payment of primary expenses directly to the officer who incurs the expense rather than to the county chair.

- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.

4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. **Voting System.** The voting system to be used in the election and runoff election is

For the Contracting Officer:

Name            CHERYL SMART             
Mailing Address            624 AVE H STE. 103             
           LEVELLAND, TX 79336             
Tel.:            806-894-1105             
Fax:            806-894-1104             
Email:            csmart@hockleycounty.org           

For the Party:

Name            KRISTY COOK             
Mailing Address            PO BOX 333             
           SMYER, TX 79367             
Tel.:            806-891-3472             
Fax:                        
Email:            kristybarrallcook@gmail.com

**Motion by Commissioner Clevenger , seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve Line Item Transfers for 2017, as per Line Item 2017 recorded below.**

From Amount	G/L Code	Account Name	To Amount
481.00	010-401-427	SEMINAR EXPENSE -COMMISSIONERS	
	010-401-471	BONDS & DUES	481.00
780.00	010-405-101	VETERANS OFFICER SALARY	
920.00	010-405-420	TELEPHONE	
	010-405-427	SEMINAR EXPENSE	700.00
	010-405-430	VETERAN BREAKFAST DONATION	1,000.00
	010-409-311	POSTAGE METER	2,000.00
	010-409-422	INTERNET SERVICE	2,000.00
	010-409-601	FIRE ALARMS/ELEVATOR PHONES	2,100.00
6,100.00	010-409-425	AIRPORT MATCHING FUNDS	
	010-485-102	SUPPLEMENT ALLOWANCE	1,200.00
28,100.00	010-485-104	DA ASSISTANT SALARY	
	010-485-110	PART TIME LABOR	10,000.00
	010-485-330	DA SUPPLIES	15,000.00
	010-485-427	DA SEMINAR EXPENSE	1,500.00
	010-485-580	DA ONLINE RESEARCH	400.00
	010-490-109	ELECTION WORKERS	1,300.00
	010-490-428	VOTER REGISTRATION	300.00
1,600.00	010-490-490	AUTOMARK MAINTENANCE	
	010-495-108	PART TIME LABOR	210.00
710.00	010-495-201	FICA & MEDIARE	
	010-495-204	HEALTH INSURANCE	500.00
	010-496-204	HEALTH INSURANCE	140.00
140.00	010-496-420	TELEPHONE/CELL/AIR CARD	
	010-496-427	TRAINING EXPENSE	2,400.00
	010-510-204	HEALTH INSURANCE	450.00
1,265.00	010-510-332	JANITOR SUPPLIES	
	010-510-450	REPAIRS & REPLACEMENTS	8,500.00
9,000.00	010-510-453	NEW EQUIPMENT	
	010-510-454	EQUIPMENT OPERATION	1,300.00
	010-510-455	HEAT/AIR CONDITIONER CONTRACT	815.00
800.00	010-510-495	GROUNDS UPKEEP	
2,400.00	010-696-495	UNFORESEEN CONTINGENCIES	
2,000.00	010-581-108	PART TIME LABOR	
	010-581-410	TELEPHONE EXPENSE	1,500.00
	010-581-420	ALCOHOL BLOOD DRAWS	200.00
	010-581-495	COPIER/OFFICE SUPPLIES	300.00
	010-631-105	SECRETARY SALARY PART TIME	500.00
	010-631-204	HEALTH INSURANCE	150.00
650.00	010-631-427	SEMINAR & DUES EXPENSE	
6,310.00	010-665-204	HEALTH INSURANCE	
	010-665-420	TELEPHONE	10.00
	010-665-424	AG AGENT TRAVEL ALLOWANCE	2,000.00
	010-665-426	4H AGENT TRAVEL ALLOWANCE	1,700.00
	010-666-450	FAIRGROUNDS UPKEEP & UTILITIES	800.00
	010-666-596	SPRING STOCK SHOW EXPENSES	1,800.00
2,000.00	010-690-301	PERMANENT RECORDS	
	010-690-570	CAPITAL OUTLAY OVER 5000	10,800.00
700.00	010-690-572	OFFICE EQUIP & MACH PURCHASES	
5,600.00	010-690-573	OFFICE FURNITURE PURCHASES	
2,500.00	010-690-575	MISC CAP OUTLAY UNDER \$5000	
	010-695-200	TIF FUNDING TO CITY	21,600.00
	010-695-401	OUT-SIDE AUDITOR	1,000.00
	010-695-406	HOCKLEY CO APPRAISAL DISTRICT	38,900.00
61,500.00	010-696-495	UNFORESEEN CONTINGENCIES	

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From Amount	G/L Code	Account Name	To Amount
300.00	012-400-204	HEALTH INSURANCE	
	012-400-222	EXCESS SUPPLEMENT FUNDS	200.00
	012-400-427	SEMINAR EXPENSE	100.00
	012-403-204	HEALTH INSURANCE	850.00
850.00	012-403-435	BIRTH CERTIFICATES EXPENSE	
1,550.00	012-450-108	PART TIME LABOR	
	012-450-204	HEALTH INSURANCE	450.00
	012-450-330	OFFICE SUPPLIES	1,000.00
	012-450-427	SEMINAR EXPENSE	100.00
	012-455-108	PART TIME LABOR	1,700.00
2,050.00	012-455-204	HEALTH INSURANCE	
	012-455-427	SEMINAR EXPENSE	350.00
	012-456-204	HEALTH INSURANCE	6,000.00
	012-456-310	JP OFFICE EXPENSE	1,000.00
	012-456-427	JP SEMINAR EXPENSE	1,200.00
8,200.00	012-700-400	UNFORESEEN CONTINGENCIES	
800.00	012-475-104	DEPUTIES SALARIES	
	012-475-204	HEALTH INSURANCE	800.00
300.00	012-497-427	SEMINAR EXPENSE	
	012-497-204	HEALTH INSURANCE	300.00
=====			=====
14,050.00			14,050.00

From Amount	G/L Code	Account Name	To Amount
	012-560-108	HOLIDAY PAY	4,500.00
	012-560-114	OVERTIME SALARY DEPUTIES	1,000.00
7,300.00	012-560-204	HEALTH INSURANCE	
	012-560-422	MOBILE PHONE EXPENSE	1,800.00
25,000.00	012-561-125	DETENTION STAFF SALARIES	
600.00	012-561-204	HEALTH INSURANCE	
	012-561-408	INMATE MEDICAL	25,000.00
	012-561-427	TRAINING/SEMINAR EXPENSE	600.00
960.00	012-570-330	OFFICE SUPPLIES	
	012-570-204	HEALTH INSURANCE	500.00
	012-570-420	TELEPHONE	150.00
	012-570-485	RESIDENTIAL POST ADJUD SERVICE	310.00
1,700.00	012-572-330	SUPPLIES	
	012-572-204	HEALTH INSURANCE	5,300.00
3,600.00	012-700-400	UNFORESEEN CONTINGENCIES	
===== 39,160.00			===== 39,160.00

From Amount	G/L Code	Account Name	To Amount
7,500.00	021-611-113	ROAD WORKERS SALARIES	
7,500.00	021-611-204	HEALTH INSURANCE	
30,000.00	021-611-330	MATERIAL & SUPPLIES	
	021-611-450	PARTS & REPAIRS	20,000.00
	021-611-573	CAPITAL OUTLAY OVER \$5000	25,000.00
=====			=====
45,000.00			45,000.00

From Amount	G/L Code	Account Name	To Amount
	022-612-113	ROAD WORKERS SALARIES	1,000.00
7,000.00	022-612-204	HEALTH INSURANCE	
5,000.00	022-612-425	MOTOR FUEL	
	022-612-450	PARTS & REPAIRS	55,000.00
600.00	022-612-451	TIRES & TUBES	
44,000.00	022-612-573	CAPTIAL OUTLAY OVER \$5000	
	022-612-574	CAPITAL OUTLAY UNDER \$5000	600.00
=====			=====
56,600.00			56,600.00

From Amount	G/L Code	Account Name	To Amount
600.00	022-612-201	SOCIAL SECURITY	
	022-612-203	RETIREMENT	100.00
	022-612-425	MOTOR FUEL	500.00
=====			=====
600.00			600.00

From Amount	G/L Code	Account Name	To Amount
2,500.00	023-613-204	HEALTH INSURANCE	
	023-613-445	MINING OPERATION EXPENSES	14,000.00
14,000.00	023-613-425	MOTOR FUEL	
	023-613-113	ROAD WORKERS SALARIES	2,000.00
	023-613-201	SOCIAL SECURITY	500.00
=====			=====
16,500.00			16,500.00

From Amount	G/L Code	Account Name	To Amount
	024-614-113	ROAD WORKERS SALARIES	2,500.00
	024-614-203	RETIREMENT	300.00
	024-614-204	HEALTH INSURANCE	1,200.00
7,000.00	024-614-330	MATERIAL & SUPPLIES	
20,000.00	024-614-425	MOTOR FUEL	
800.00	024-614-441	UTILITIES & TELEPHONE EXPENSE	
	024-614-450	PARTS & REPAIRS	6,000.00
	024-614-451	TIRES & TUBES	9,100.00
2,000.00	024-614-480	EQUIPMENT RENTAL	
	024-614-496	CONSTRUCTION CONTRACTS	7,100.00
	024-614-573	CAPITAL OUTLAY OVER \$5000	1,000.00
	024-614-574	CAPITAL OUTLAY UNDER \$5000	2,600.00
=====			=====
29,800.00			29,800.00

From Amount	G/L Code	Account Name	To Amount
	025-615-113	COUNTY SHOP SALARIES	1,600.00
	025-615-201	SOCIAL SECURITY	200.00
	025-615-203	RETIREMENT	200.00
	025-615-204	HEALTH INSURANCE	150.00
300.00	025-615-425	MOTOR FUEL	
1,050.00	025-615-441	UTILITIES	
800.00	025-615-575	CAPITAL OUTLAY UNDER \$5000	
=====			=====
2,150.00			2,150.00



From Amount	G/L Code	Account Name	To Amount
45.00	035-650-108	PART TIME LABOR SALARY	
350.00	035-650-203	COUNTY RETIREMENT	
	035-650-204	HEALTH INSURANCE	350.00
1,540.00	035-650-310	SUPPLIES	
763.00	035-650-335	AUDIO VISUAL MATERIALS	
1,000.00	035-650-352	EQUIPMENT	
	035-650-356	COMPUTERS	1,100.00
500.00	035-650-427	SEMINAR & TRAVEL EXPENSES	
	035-650-590	BOOKS	2,463.00
	035-650-595	PERIODICALS	285.00
===== 4,198.00			===== 4,198.00

From Amount	G/L Code	Account Name	To Amount
4,600.00	072-673-105	EVENTS/OFFICE MANAGER	
100.00	072-673-106	LONGEVITY	
	072-673-108	PART TIME LABOR	8,000.00
225.00	072-673-201	FICA/MEDICARE	
	072-673-203	RETIREMENT	100.00
1,500.00	072-673-225	TRAVEL EXPENSE	
	072-673-315	OFFICE SUPPLIES	1,000.00
6,000.00	072-673-410	ADVERTISING	
1,000.00	072-673-421	CELL PHONE EXPENSE	
1,300.00	072-673-427	TRAINING AND EDUCATION	
	072-673-440	UTILITIES	18,000.00
5,275.00	072-673-450	REPAIRS	
	072-673-460	SHAVINGS EXPENSE	7,500.00
	072-673-480	LINEN/UNIFORM RENTAL	3,000.00
1,500.00	072-673-487	MISCELLANEOUS EXPENSES	
	072-673-495	GROUNDS MAINTENANCE	2,200.00
33,500.00	072-673-690	CAPITAL OUTLAY OVER \$5000	
	072-673-691	CAPITAL OUTLAY UNDER \$5000	12,200.00
	072-673-699	SALES AND USE TAX	3,000.00
=====			=====
55,000.00			55,000.00

From Amount	G/L Code	Account Name	To Amount
2,000.00	012-561-204	HEALTH INSURANCE	
	012-561-450	EQUIPMENT OPERATION	1,000.00
	012-561-531	JAIL EXPENSES	1,000.00
=====			=====
2,000.00			2,000.00

From Amount	G/L Code	Account Name	To Amount
300.00	025-615-330	MATERIAL & SUPPLIES	
300.00	025-615-450	PARTS & REPAIRS	
500.00	025-615-451	TIRES & TUBES	
	025-615-575	CAPITAL OUTLAY UNDER \$5000	1,100.00
=====			=====
1,100.00			1,100.00

**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners's Court grant permission and authority to Occidental Permian, LTD., on Rawhide Road in Precinct 2, to lay, construct, operate and maintain 1-3" FG line pipelines transporting Produced Fluid under and across certain roads, situated in Commissioner's Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of Court.**

**RECORD, PETITION EXHIBIT AND ORDER OF THE COURT**

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

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

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1" - 3" FGLine pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Produced Fluid from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 1 day of Dec, 2017

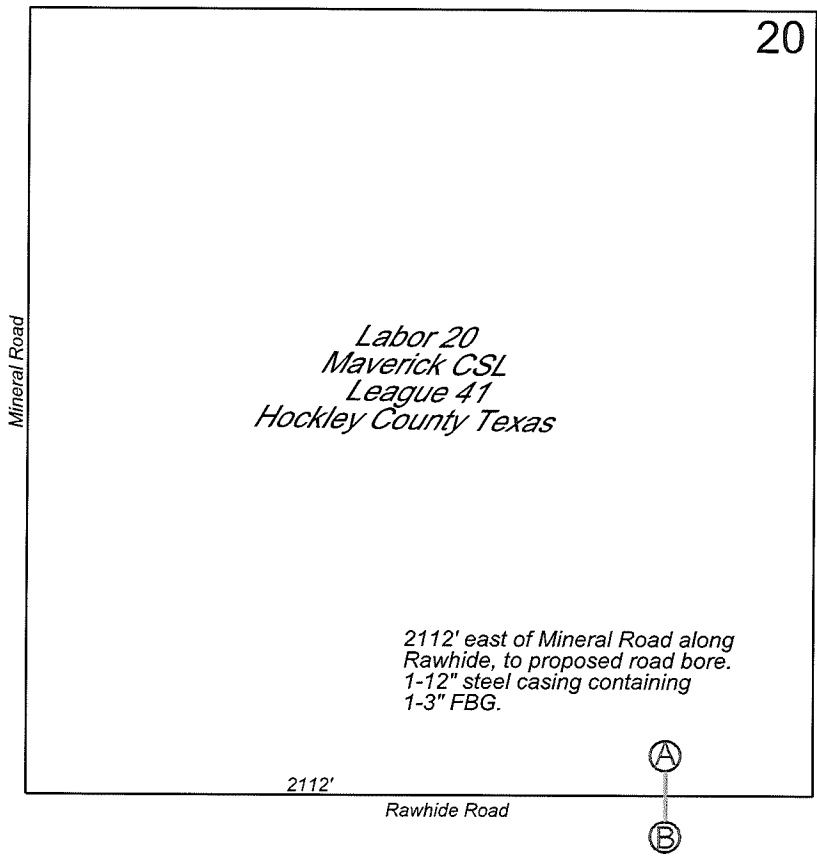
BY

Lance Spray  
Lance Spray  
806-269-1356



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Note: Plat is for information only and not to scale.



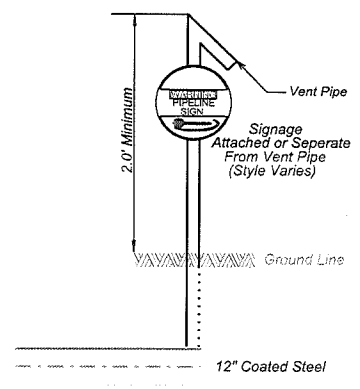
Labor 20  
Maverick CSL  
League 41  
Hockley County Texas

2112' east of Mineral Road along  
Rawhide, to proposed road bore.  
1-12" steel casing containing  
1-3" FBG.

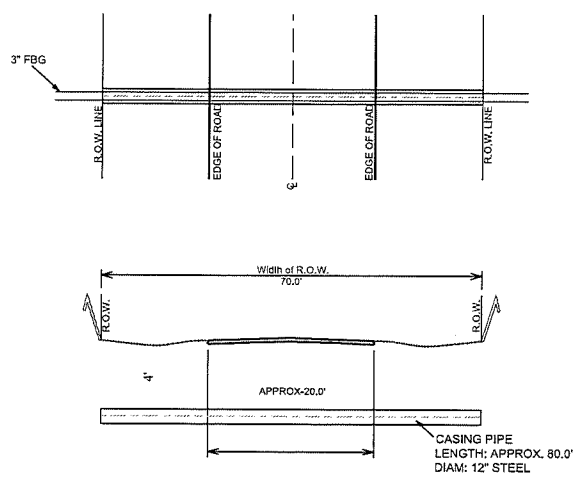
2112'

Rawhide Road

	Latitude	Longitude
Ⓐ	33.486965	102.464412
Ⓑ	33.486809	102.464433



Detail Cross Section of Proposed Road Bore



Note: Vent Pipe to be installed on each end of casing. Minimum of 2' above natural ground.



ROAD BORE DETAILS IN  
LABOR 20, MAVERICK CSL  
LEAGUE 41, HOCKLEY CO. TEXAS

Drawn By: Brent Sawyer

Date: 12-1-2017

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

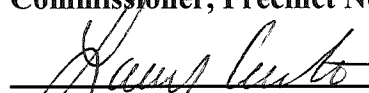
This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, Levelland Unit as set forth in the Petitioner's application filed herein.

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

1. The Petitioner shall, in constructing said pipelines undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

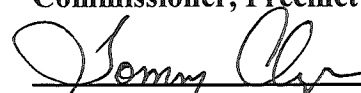
  
\_\_\_\_\_  
County Judge

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

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

12-18-2017  
\_\_\_\_\_  
Date

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

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



**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners's Court grant permission and authority to Occidental Permian, LTD., on Rawhide Road in Precinct 2, to lay, construct, operate and maintain 3-3" FG pipelines transporting Produced Fluid under and across certain roads, situated in Commissioner's Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of Court.**

**RECORD, PETITION EXHIBIT AND ORDER OF THE COURT**

VOL. 66 PAGE 120

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BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

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

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 3-3" EG lines pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Produced Fluid from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 1 day of Dec, 2017

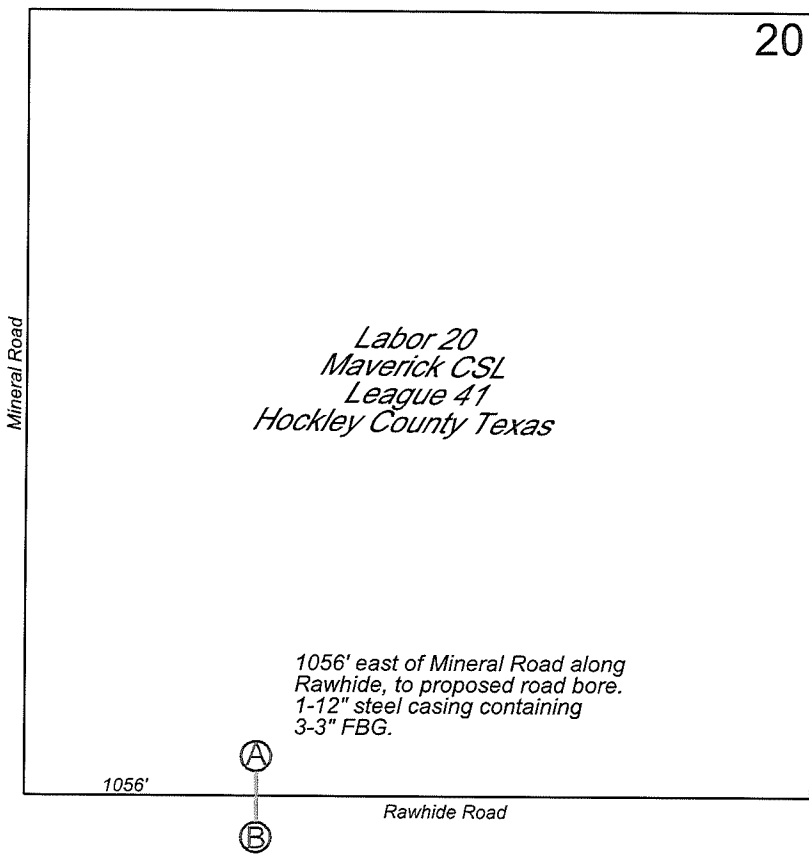
BY

Lance Spray  
Lance Spray  
806-269-1356

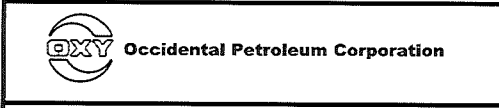
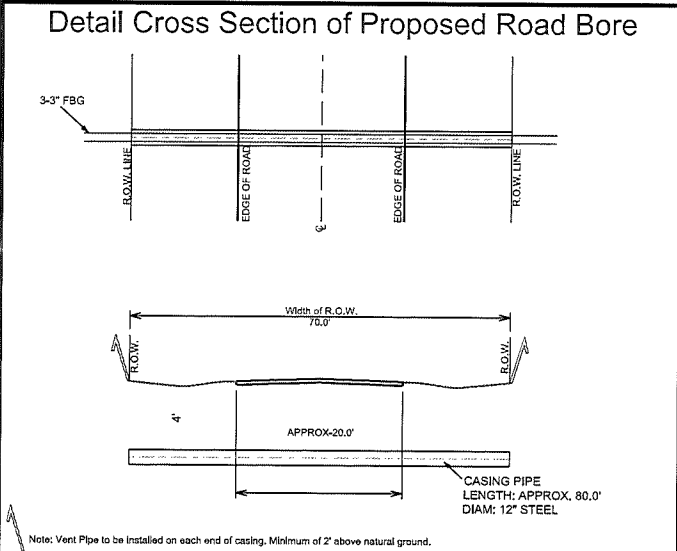
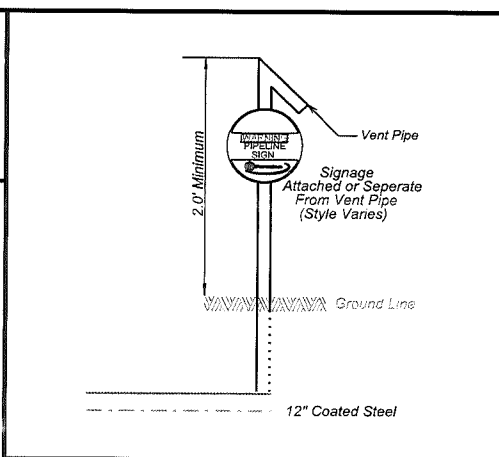


Note: Plat is for information only and not to scale.

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	Latitude	Longitude
Ⓐ	33.487010	102.467875
Ⓑ	33.486858	102.467881



**ROAD BORE DETAILS IN  
LABOR 20, MAVERICK CSL  
LEAGUE 41, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawygs

Date: 12-1-2017

VOL. 06 PAGE 143

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, Levelland Unit as set forth in the Petitioner's application filed herein.

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

1. The Petitioner shall, in constructing said pipelines undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
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6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Charla Baldrige  
County Judge

Curtis Threlkeld  
Commissioner, Precinct No. 1

Andy Canto  
Commissioner, Precinct No. 2

12-18-2017  
Date

Absent  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 4

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

The foregoing Minutes of a Commissioners' Court meeting held on the 18th day of December, A. D. 2017, was examined by me and approved.

Curtis Threl  
Commissioner, Precinct No. 1

Absent  
Commissioner Precinct No. 3

Larry Carter  
Commissioner, Precinct No. 2

Tommy Allen  
Commissioner Precinct No. 4

Sharla Baldrige  
County Judge

Irene Gumulas By Dale Kumbaugh  
IRENE GUMULA, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

