

**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 24th day of September, 2018 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 the Special Meetings of the Commissioners' Court held Monday, September 10, 2018 and on Friday, September 14, 2018.
2. Read for approval all monthly bills and claims submitted to the court and dated through September 24, 2018.
3. Consider and take necessary action to approve a Continuation Certificate for Cheryl Smart and for Norman Moore.
4. Consider and take necessary action to approve the Interlocal Contract Agreement for Inmate Housing between Bailey County and Hockley County for housing inmates out-of-county.
5. Consider and take necessary action to approve the Interlocal Contract Agreement for Inmate Housing between Yoakum County and Hockley County for housing inmates out-of-county.
6. Consider and take necessary action to approve a labor and equipment donation from McHam Ltd. to level and square up a county pit used by the Hockley County Sheriff's Office in regards to semi-annual shooting qualifications.
7. Consider and take necessary action to approve the Utility Easement by and between the City of Levelland and Hockley County concerning the TxDOT water line project on State Highway 385.
8. Consider and take necessary action to approve Friends of Hockley County Memorial Library Haunted Library.
9. Consider and take necessary action to approve Friends of Hockley County Memorial Library Christmas Story Time with Mrs. Claus in Winter Wonderland during Christmas on the Square night.
10. Consider and take necessary action to approve the Second Amended Plat for Phase II of the Willow Baccharis Subdivision, to replace the Amended Plat approved by the Court at a Special Meeting on August 20, 2018.

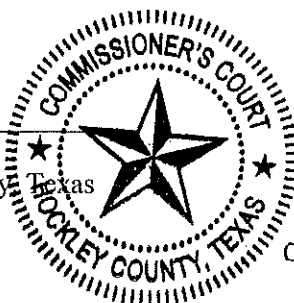
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

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 20th day of September, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 20th day of September, 2018.

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



FILED FOR RECORD
AT _____ O'CLOCK ____ M.

SEP 20 2018

Jennifer Palermo
County Clerk, Hockley County, Texas

**SPECIAL MEETING
SEPTEMBER 24, 2018**

Be it remembered that on this the 24th day of September A.D. 2018, 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	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger Absent	Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on Monday September 10^t, 2018, A. D. And on Friday September 14, 2018 A.D. be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly bills and claims submitted to the court and dated through September 24, 2018.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved a Continuation Certificate for Cheryl Smart and for Norman Moore. As per Continuation Certificate for Cheryl Smart and Norman Moore recorded below.

marka



Western Surety Company

CONTINUATION CERTIFICATE

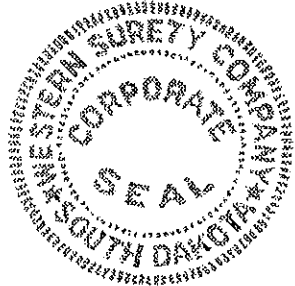
Western Surety Company hereby continues in force Bond No. 71165526 briefly described as ELECTIONS ADMINISTRATOR COUNTY OF HOCKLEY,
 _____,
 for CHERYL SMART,
 _____, as Principal,
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning September 09, 2018, and ending September 09, 2019, 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 31 day of May, 2018.

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 ELECTIONS ADMINISTRATOR COUNTY OF HOCKLEY

bond with bond number 71165526

for CHERYL SMART

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:

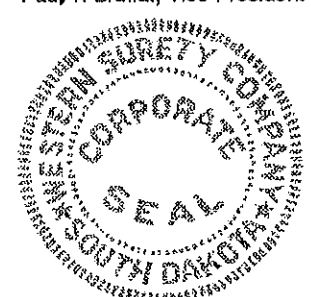
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors 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 31 day of May, 2018.

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 31 day of May, 2018, 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.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC ð1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

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Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

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DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Bradley



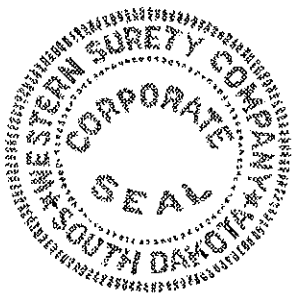
Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 54939509 briefly described as JUVENILE PROBATION OFFICER HOCKLEY COUNTY JUDGE
 _____,
 for NORMAN MOORE
 _____, as Principal,
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning August 11, 2018, and ending August 11, 2019, 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 02 day of May, 2018.



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 JUVENILE PROBATION OFFICER HOCKLEY COUNTY JUDGE

bond with bond number 54939509

for NORMAN MOORE

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:

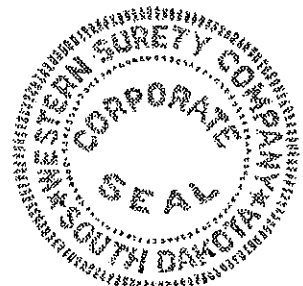
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In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 02 day of May, 2018.

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 02 day of May, 2018, 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.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public

My Commission Expires June 23, 2021

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Figure: 28 TAC 01.601(a)(3)

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Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners Court approved the Interlocal Contract Agreement for Inmate Housing between Bailey County and Hockley County for housing inmates out-of-county. As per Intergovernmental Agreement between Bailey County and Hockley County regarding housing of Hockley County prisoners in the bailey County Jail recorded below.

INTERGOVERNMENTAL AGREEMENT BETWEEN BAILEY COUNTY
AND HOCKLEY COUNTY REGARDING HOUSING OF
HOCKLEY COUNTY PRISONERS IN THE BAILY COUNTY JAIL

The County of Bailey, Texas hereafter referred to as "BAILEY" and the County of HOCKLEY, Texas, hereafter referred to as "HOCKLEY" enter into the following agreement concerning the incarceration of the overflow prisoners of HOCKLEY County, Texas, and the said agreement is set out in full hereafter.

1. BAILEY hereby agrees to house overflow prisoners incarcerated by HOCKLEY if space is available. The availability of the space shall be determined by the BAILEY County Sheriff in accordance with the current jail regulations as set out by the Texas Commission on Jail Standards concerning the operations of jails and categories of prisoners.

BAILEY shall assess a fee for housing said prisoners at the rate of \$55.00 per day per prisoner, and BAILEY shall bill HOCKLEY on a monthly basis for said cost in an itemized statement showing the number of days per each individual prisoner housed by BAILEY. Payments will be paid upon billing and in accordance with the procedures agreed upon by the County of HOCKLEY and the County of BAILEY.

HOCKLEY is solely responsible for the transportation of its inmates to and from BAILEY. BAILEY will transport to and from HOCKLEY at a rate of \$30.00 per hour. Transporting more than one inmate at a time will require an additional officer at \$30.00 per hour.

Ambulance transportation (including emergency flight etc) is not included by the per day rate and will be billed along with regular monthly billing submitted to HOCKLEY by BAILEY.

BAILEY will provide stationary guard services (\$30.00 per hour per guard, with a minimum of two guards) to off-site medical facilities. HOCKLEY shall compensate BAILEY for the actual cost of said guard services. BAILEY shall bill HOCKLEY for guard service during regular monthly billing for detention services.

2. HOCKLEY shall pay for any and all hospital and health care services and prescription drugs provided to any prisoners housed by BAILEY for HOCKLEY. In the event a HOCKLEY prisoner must be hospitalized, HOCKLEY will provide guard duty until his return to jail. Transportation shall be provided by HOCKLEY. In the event a HOCKLEY prisoner must see another doctor besides the one in Muleshoe, Bailey County, Texas, HOCKLEY will furnish transportation and proper personnel. Nonprescription medications will be administered without charge by BAILEY.
3. HOCKLEY agrees to comply with all booking procedures and paperwork prior to admittance to BAILEY. BAILEY agrees to furnish HOCKLEY a copy of required forms and procedures.
4. BAILEY and HOCKLEY hereby agree that BAILEY will not house any injured prisoners unless HOCKLEY has furnished an acceptable medical release signed by medical personnel, certifying the prisoner may be incarcerated.
5. BAILEY will not house chronically ill inmates that require extended medical treatment.
6. BAILEY further agrees that should a prisoner be injured while being housed by BAILEY, that BAILEY will within (10) hours notify HOCKLEY of said injury and provide HOCKLEY with copies of all incident reports relating to said injury.

7. The BAILEY County Sheriff reserves the right to refuse or remove any inmate from the BAILEY County Jail if it is in the best interest of BAILEY County. HOCKLEY shall promptly arrange to take custody of its prisoner if so requested by the BAILEY County Sheriff.
8. HOCKLEY shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees, but only in regard to transfer of prisoners by HOCKLEY and duties herein assigned to HOCKLEY, and specifically excluding the actual incarceration of prisoners by BAILEY. HOCKLEY retains full liability for each inmate until that inmate has been processed and booked into the BAILEY County JAIL.
9. BAILEY shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees, arising out of BAILEY performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by BAILEY County Jail and specifically excluding the transfer of prisoners to and from BAILEY unless transported by BAILEY.
10. The term of this agreement will be one (1) year commencing Sept 24, 2018 It shall be automatically renewed thereafter unless either party gives notice of cancellation no less than sixty (60) days prior to the end of the contract term. Either party may seek to renegotiate this agreement no less than sixty (60) days prior to the end of the contract term.
11. All agreements between the parties are set out in this agreement and no prior agreement not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED and WITNESSED our hands on this the 24th day of Sept., 2018.

COUNTY OF BAILEY

BY: Sherrri Harrison
 Sherri Harrison
 BAILEY County Judge

APPROVED

Richard Williams
 Richard Williams
 Bailey County Sheriff

ATTEST:

Robin Dickerson
 Robin Dickerson
 Bailey County Clerk

REVIEWED FOR FORM:

Jackie Claborne
 Jackie Claborne
 Bailey County Attorney

COUNTY OF HOCKLEY

BY: Sharla Baldrige
 Sharla Baldrige
 HOCKLEY County Judge

APPROVED

Ray Scifres
 Ray Scifres
 HOCKLEY County Sheriff

ATTEST:

Jennifer Palermo
 Jennie Gumula Jennifer Nicole Palermo
 HOCKLEY County Clerk

REVIEWED FOR FORM:

Anna Hord
 Anna Hord
 HOCKLEY County Attorney

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners Court approved Interlocal Contract Agreement for Inmate Housing between Yoakum County and Hockley County for housing inmates out-of-county. As per Interlocal Cooperation Agreement recorded below.

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Hockley County, Texas (hereinafter "Contracting County") and Yoakum County, Texas (hereinafter "Yoakum County") on the date indicated below.

WHEREAS, Contracting County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Yoakum County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the Contracting County and Yoakum County desire to enter into an agreement pursuant to which Yoakum County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Contracting County's jail.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I DETENTION SERVICES

- 1.01 **HOUSING AND CARE OF INMATES:** Yoakum County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the Contracting County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Yoakum County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this agreement.

- 1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as non-prescription, over-the-counter, and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside Yoakum County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with hospitalization of an inmate. The Contracting County shall pay Yoakum County an amount equal to the amount Yoakum County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Yoakum County shall contact the Contracting County, through its Sheriff or designated representative, as soon as possible to inform the Contracting County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Yoakum County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

Yoakum County has the right to arrange for the hospital or health care provider to bill the Contracting County directly for the costs of hospitalization and/or medical care, rather than Yoakum County paying the costs directly, the Contracting County shall reimburse Yoakum County for such costs within forty-five (45) business days of receipt of invoice from Yoakum County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

- 1.03 **MEDICAL INFORMATION:** The Contracting County shall provide Yoakum County with medical information for all inmates sought to be transferred to Yoakum County's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.
- 1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contracting County is solely responsible for the transportation of its inmates to and from Yoakum County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to the Contracting County by Yoakum County.

Yoakum County will provide stationary guard services as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. The Contracting County shall compensate Yoakum County for the actual cost of said guard services to Yoakum County, which shall be billed by Yoakum County along with regular monthly billing for detention services.

The Contracting County is responsible for the transport of inmates from Yoakum County's facility to the Texas Department of Criminal Justice, Institutional Division, and/or any other receiving agency/facility as appropriate.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement covers basic custodial care and supervision and does not include any special education, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** Yoakum County shall provide detention services described herein at the Yoakum County Jail in Plains, Texas, which is operated by the Yoakum County Sheriff.

ARTICLE II **FINANCIAL PROVISIONS**

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is fifty (\$50.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except the Contracting County will not be billed for two (2) days when an inmate is admitted one evening and removed the

following morning. In that situation, Yoakum County will bill for the day of arrival, but not for the day of departure.

- 2.02 **BILLING PROCEDURE:** Yoakum County shall submit an itemized invoice for the services provided each month to the Contracting County, in arrears, invoices will be submitted to the officer of the Contracting County designated to receive the same on behalf of the Contracting County. The Contracting County shall make payment to Yoakum County within thirty (30) days after receipt of the invoice. Payments shall be in the name of Yoakum County and remitted to:

Yoakum County Sheriff's Office
P.O. Box 189
Plains, Texas 79355

Amounts which are not paid timely in accordance with the above procedure shall bear an interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the Contracting County under this agreement. Contracting County further agrees that Yoakum County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III **ACCEPTANCE OF INMATES**

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution.
- 3.02 **RENEWALS:** This agreement may be renewed annually by mutual agreement of the parties. Contracting County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 **TERMINATION:** This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the happening of an event that renders the performance hereunder by Yoakum County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the Contracting County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Yoakum County to house the Contracting County's inmates where the housing of said inmates will, in the opinion of Yoakum County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Yoakum County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that Yoakum County's Sheriff determines that a condition exists at Yoakum County's facility necessitating the removal of the Contracting County's prisoners, or any specified number thereof, the Contracting County shall, upon notice by Yoakum County's Sheriff to the Sheriff of the Contracting County, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 ELIGIBILITY FOR INCARCERATION: The only inmates of the Contracting County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the Contracting County's jail and pursuant to the custody assessment system in place at Yoakum County's facility.

All inmates proposed by the Contracting County to be transferred to Yoakum County's facility under this Agreement must meet the eligibility requirements set forth above. Yoakum County reserves the right to review the inmates' classifications/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Yoakum County's facility, Yoakum County reserves the right to demand that the Contracting County remove that inmate and replace said inmate with a non-high risk inmate with a non-high risk inmate of the Contracting County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Yoakum County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Yoakum County's facility, and the Contracting County shall cooperate with and provide information requested regarding any prisoner of the Contracting County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Yoakum County's Sheriff makes the inmate unacceptable for continued incarceration in Yoakum County's facility in the opinion of Yoakum County's Sheriff, the Contracting County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon request of Yoakum County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: Yoakum County shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including but not limited to, computation of good time award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the Contracting County. It

shall be the responsibility of the Contracting County to notify Yoakum County of any discharge date for an inmate at least ten (10) days before such date. Yoakum County will release inmates of the Contracting County only when such release is specifically requested in writing by the Sheriff of the Contracting County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contracting County to pick up and return inmates to the Contracting County facility shortly before their discharge date, and for the Contracting County to discharge the inmate from its own facility. The Contracting County accepts all responsibility for the calculations and determinations set forth above and for giving Yoakum County notice of the same, and to the extent allowed by law, shall indemnify and hold Yoakum County harmless for all liability or expense of any kind arising therefrom. The Contracting County is responsible for all paperwork, arrangement and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 NOTICE: All notices, demands or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Yoakum County: Yoakum County Law Enforcement Center
 ATTN: Chief Deputy
 PO Box 189
 Plains, TX 79355

To Contracting County: Hockley County Sheriff's Office
 1310 Ave H, # 6
 Levelland, TX 79336

5.03 AMENDMENTS: This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.

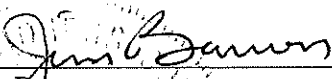
5.04 PRIOR AGREEMENTS: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 CHOICE OF LAW AND VENUE: The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Plains, Yoakum County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Yoakum County, Texas.


- 5.06 APPROVALS: This Agreement must be approved by the Commissioners' Court of the Contracting County and the Commissioners' Court of Yoakum County in accordance with the Interlocal Agreement Act.
- 5.07 FUNDING SOURCE: The Contracting County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Contracting County's Treasurer below certifies that there are sufficient funds from current revenues available to the Contracting County to meet its obligations under this Agreement.

YOAKUM COUNTY, TEXAS:

HOCKLEY COUNTY, TEXAS




 Jim Barron
 Yoakum County Judge



 Sharla Baldrige
 Hockley County Judge

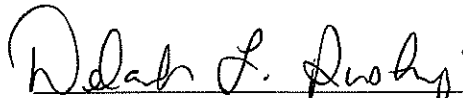
Date Approved by the Yoakum County
 Commissioners' Court July 23, 2008

Date Approved by Hockley County
 Commissioners' Court 9-24-18

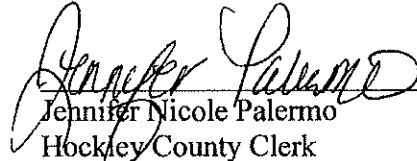


 Denise Bohannon
 Hockley County Treasurer

ATTEST:




 Debra L. Rushing
 Yoakum County Clerk

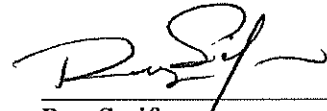


 Jennifer Nicole Palermo
 Hockley County Clerk

APPROVED AS TO CONTENT:

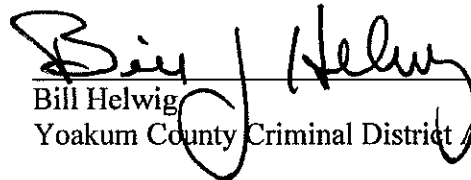


 David Bryant
 Yoakum County Sheriff



 Ray Scifres
 Hockley County Sheriff

REVIEWED AS TO FORM:



 Bill Helwig
 Yoakum County Criminal District Attorney

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved a labor and equipment donation from McHam Ltd. to level and square up a county pit used by the Hockley County Sheriff's Office in regards to semi-annual shooting qualifications. as per McHam LTD Donation Letter recorded below.

McHam LTD

P.O. Box 1345 Levelland, TX 79336

Email: cody@robertmchamltd.com or mchamconstructionltd@gmail.com

Phone: 806-229-3921 Fax: 806-229-3037 Cell: 806-777-5684

TO: Sheriff's Department

DATE: 9-17-18

PROJECT: Shooting range

McHam will furnish equipment, labor to level out and square up the shooting range.

DONATION PRICE: \$ 2,500.00

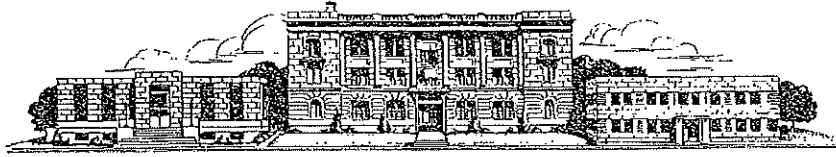
THANK YOU,

Justin bownds

ROBERT McHAM LTD

(Justin Bownds)

806-241-7274



Hockley County

Levelland, Texas

Sharla Baldridge
County Judge

802 Houston, Suite 101
LEVELLAND, TEXAS 79336
806-894-6856

September 24, 2018

Justin Bownds
McHam Ltd.
P.O. Box 1345
Levelland, Texas 79336

RE: Acceptance of Donation of labor and equipment
Shooting Range for the Hockley County Sheriff's Office

Dear Mr. Bownds:

The County would like to thank McHam Ltd. for it's donation of \$2,500.00 in the form of equipment and labor to level out and square up the shooting range to assist the Hockley County Sheriff's Office to perform their semi-annual shooting qualifications.

This donation allows the County to continue to further serve our citizens to the best of our ability.

You will need to give this letter to your CPA for tax purposes. The County hereby expressly sets out that this letter in no way provides guaranteed tax benefits to McHam Ltd. but is rather an acknowledgement and thank you for the donation.

Best regards,

A handwritten signature in cursive script that reads "Sharla Baldridge". The signature is written in black ink and is positioned above the typed name.

Sharla Baldridge
Hockley County Judge

SB

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the Utility Easement by and between the City of Levelland and Hockley County concerning the TxDOT water line project on State Highway 385. As per Utility Easement document recorded below.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOCKLEY §

THAT, Hockley County, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to GRANTOR in hand paid by the CITY OF LEVELLAND, a Home Rule Municipal Corporation of Hockley County, Texas, herein called "GRANTEE", the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LEVELLAND, its legal representatives, successors and assigns, a perpetual utility easement as described in Exhibit "A", with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances upon the terms and conditions as herein set forth, in, on, over, upon, along, under and across all that property lying and being situated in the County of Hockley, State of Texas, and being more particularly described in Exhibit "A", attached hereto.

Grantee shall have such rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

Grantor, its successors and assigns, shall have the right to use and occupy the surface of the property heretofore described for any purpose consistent with the rights and privileges herein granted and which will not endanger or interfere with Grantee's use of the easement. However, and without limitation, it is expressly understood that in order to assure the Grantee, its successors and assigns of continuing access and enjoyment of

said easement, the Grantor does hereby expressly agree not to erect, build or otherwise allow to be constructed any building or like permanent structure over the property heretofore described; and should such building or structure be erected, it is understood that the Grantee shall have the right to remove any such building or structure from the premises.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following: _____

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging perpetually unto the CITY OF LEVELLAND, its successors and assigns forever.

IN WITNESS WHEREOF the said Grantor have executed this instrument this 24th day of September, 2018.

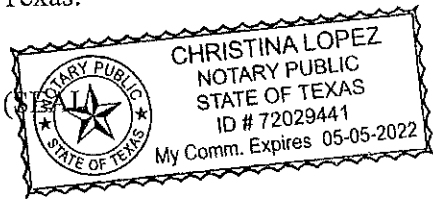
HOCKLEY COUNTY, TEXAS

Sharla Baldrige
Sharla Baldrige, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on September 24, 2018,
by Sharla Baldrige, County Judge of Hockley County, Texas on behalf Hockley County,
Texas.



Christina Lopez

Notary Public, State of Texas

RECORD OWNER:
HOCKLEY COUNTY
VOL. 856, PG. 563

RECORD OWNER:
HOCKLEY COUNTY
VOL. 856, PG. 563



**A WATER LINE EASEMENT IN
LABOR 4, LEAGUE 29,
RUSK COUNTY SCHOOL LAND,
HOCKLEY COUNTY, TEXAS**
PARENT TRACT: VOLUME 856, PAGE 563,
OFFICIAL PUBLIC RECORDS OF HOCKLEY COUNTY, TEXAS

LEGEND:

- SCALE: 1" = 20'
- = SET 1/2" IRON ROD WITH CAP *P.S.C. R.P.L.S. 6453T.
- ⊗ = SET "X" CUT ON CONCRETE.
- RC = RECORD CALL.
- M = MEASURED.
- CM = CONTROLLING MONUMENT.
- PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.

SURVEYOR'S REPORT:
BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, TANG ZONE 4202, NAD83.
DISTANCES REPORTED HEREON ARE AT SURFACE.
AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT SURFACE DISTANCES.

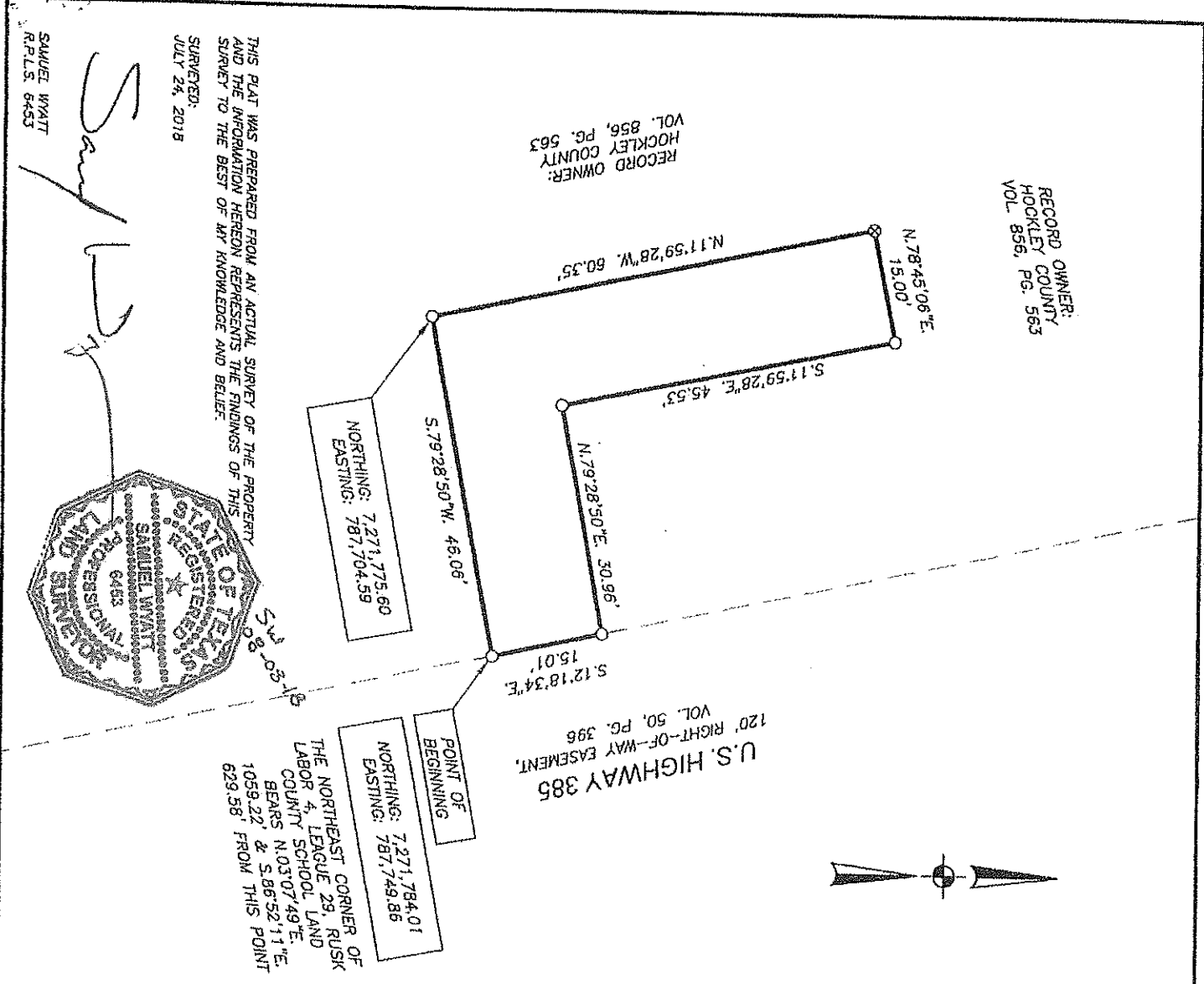
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH, RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

MONUMENTS SET WITH THIS SURVEY ARE BASED ON PREVIOUSLY FOUND AND ESTABLISHED SURVEY MONUMENTS ALONG U.S. HIGHWAY 385 AND THE NORTH LINE OF LABOR 4.
THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METERS AND BOUNDS DESCRIPTION OF THIS EASEMENT IS INCLUDED ON PAGE 1 OF THIS DOCUMENT.

PAGE 2 OF 2

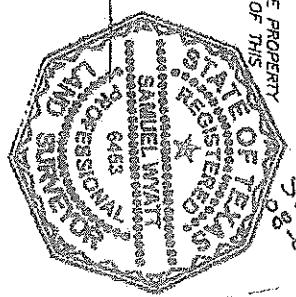
PSC
PARKHILL SMITH & COOPER
TBP'S FIRM REGISTRATION NO. 10194091
4222 85TH STREET
LUBBOCK, TX, 79423
806.473.2200



THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED:
JULY 24, 2018

SAMUEL WYATT
R.P.L.S. 6453



Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved Friends of Hockley County Memorial Library to host the Haunted Library. as per Friends of Hockley County Memorial Library letter recorded below.

Friends of HCML Hockley County Memorial Library

802 Houston St., Suite 108
Levelland, Texas 79336

Phone: (806) 894-6750
Email: librarian@hockleycounty.org

September 24, 2018

Dear Friends,

It is almost the holiday season again! With the Square jumping with activities, we have some good fundraising opportunities coming up!

After hearing that the Friends' Haunted Library was widely complimented last year, we have decided to do it again this year. We are also going to try to have an event during the Christmas on the Square event. We would like to invite you to get involved with these fundraisers!

The haunted library will be on October 31, 2018, from 6:00pm to 7:30pm (in conjunction with Mainstreet's Trunk or Treat). We plan to charge \$1.00 per person as an entry fee. We need volunteers to help with decorations, set up, and operating the haunted library.

We are also hoping to host an event on November 29, 2018, from about 5:30pm to 8pm for Christmas on the Square. The idea at this point is "Story Time with Mrs. Claus!" If possible, we will be incorporating a fundraiser into this event. We need volunteers to help with decorations, set up, and various other positions.

If you are interested in helping, please call the Library to speak to Callie Nations or Rebecca Hodge (806-894-6750). We are so excited to have your help to make this a successful event!

Thank you in advance for your help. The proceeds will go to fund the 2019 Summer Reading Program, story time, and future Friends' expenses.

Best regards,

Callie Nations
Librarian
Friends of HCML Treasurer



**Friends of
Hockley County Memorial Library
host the**

Haunted Library!

Wednesday, October 31st

6:00pm to 7:30pm

Admission: \$1.00/person

**inside Hockley County
Memorial Library
on the courthouse square
(corner of Austin Street
& Avenue H)**

**The funds raised go
to support the
Summer Reading
Program.**

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved Friends of Hockley County Memorial Library Christmas Story Time with Mrs. Claus in Winter Wonderland during Christmas on the square night. As per Friends of Hockley County Memorial Library Christmas on the Square Letter recorded below.

Friends of HCML Hockley County Memorial Library

802 Houston St., Suite 108
Levelland, Texas 79336

Phone: (806) 894-6750
Email: librarian@hockleycounty.org

September 24, 2018

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Best regards,

Callie Nations
Librarian
Friends of HCML Treasurer



Christmas in the Library!

November 29, 2018

5:30pm - 8:00pm

**Join us for Christmas on the Square to
see our winter wonderland!**

**There will also be Story Time with Mrs
Claus! She will be reading at
6:00pm, 6:45pm, and 7:30pm.**

**While you wait, explore the library &
enjoy all it has to offer!**

Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the Second amended Plat for Phase II of the Willow Baccharis Subdivision, to replace the Amended Plat approved by the Court at a Special Meeting on August 20, 2018. as per Willow Baccharis Plat recorded below.

There being no further business to come before the Court, the Judge declared

Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 21st day of September, A. D. 2018, was examined by me and approved.

Commissioner, Precinct No. 1

David Murray

Commissioner, Precinct No. 3

D. L. Barnett

Commissioner, Precinct No. 2

Clay Curtis

Commissioner, Precinct No. 4

Absent

County Judge

Shirley L. Adridge

JENNIFER PALERMO, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockey County, Texas

Jennifer Palermo

