

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 9<sup>TH</sup> day of May, 2016 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 Special Meeting of the Commissioners' Court held Monday, April 11, 2016.
2. Read for approval all monthly bills and claims submitted to the court and dated through May 9, 2016.
3. Hear Public Assistance monthly.
4. Consider and take necessary action to approve refund of ad valorem taxes.
5. Consider and take necessary action to approve the Official Bond and Oath of Robert Dalton.
6. Hear presentation from Levelland Independent School District on proposed Ag Farm.
7. Consider and take necessary action to approve a road crossing for Occidental Permian Ltd. on Rawhide Road.
8. Consider and take necessary action to approve a road crossing for South Plains Telephone Cooperative, Inc. on Monaco Road.
9. Consider and take necessary action to approve the Contract with Texas Department of State Health Services for access to issuing individual birth certificates.
10. Consider and take necessary action to approve the Request for Capital Credits for unclaimed property from the Texas Comptroller.
11. Consider and take necessary action to advertise for bids for two new 2016 or newer 6x4 tractors for Precinct 3.

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

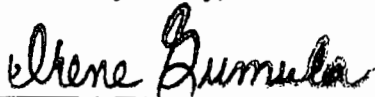
BY: \_\_\_\_\_

Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 5<sup>TH</sup> day of May, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 5<sup>TH</sup> day of May, 2016.

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



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

MAY 05 2016

  
County Clerk, Hockley County, Texas

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SPECIAL MEETING  
MAY 9, 2016

Be it remembered that on this the 9<sup>TH</sup> day of May A.D. 2016, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 11<sup>TH</sup> day of April, A.D. 2016, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through May 9<sup>th</sup>, A. D. 2016, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian Ltd. on Rawhide Road, to lay construct, operate and maintain 4-3" Fiberglass pipelines transporting Hydrocarbons, under and across certain county roads, situated in Commissioner's Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the 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 4-3" Fiberglass pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Hydrocarbons from the Petitioner's sources of supply to Petitioner's markets.

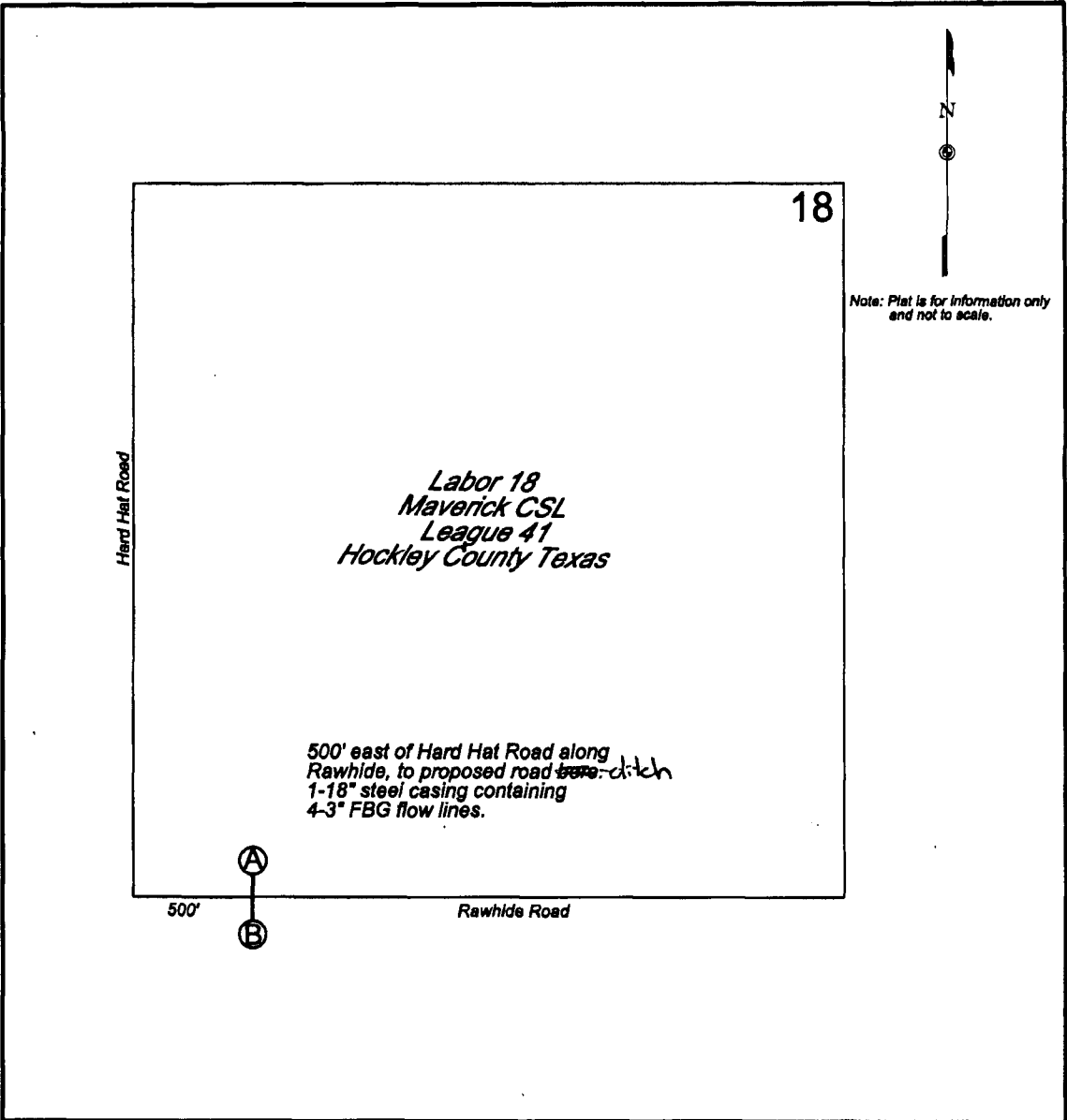
The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this 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.

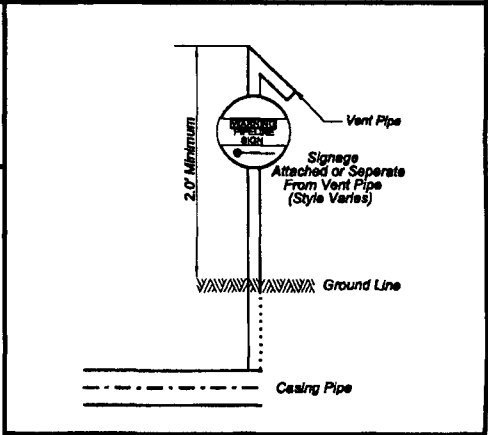
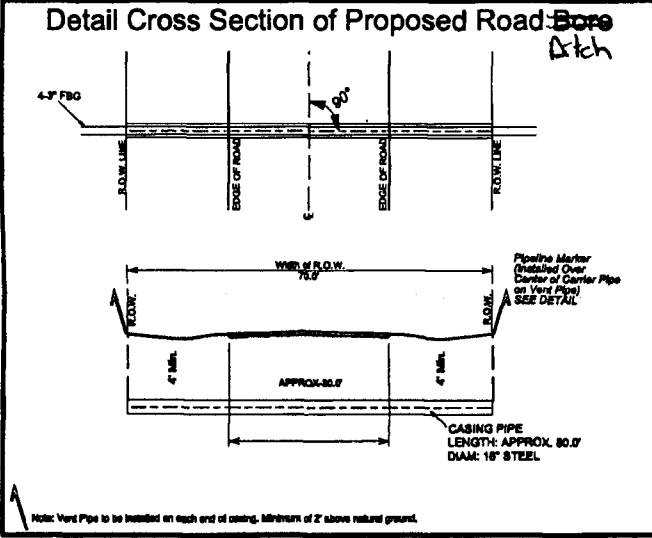
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A"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

DATED this 5 day of May 2016

BY Steven Habutosh  
(832) 491-7163



	Latitude	Longitude
Ⓐ	33-29-12.21097N	102-27-07.42427W
Ⓑ	33-29-11.41939N	102-27-07.44023W

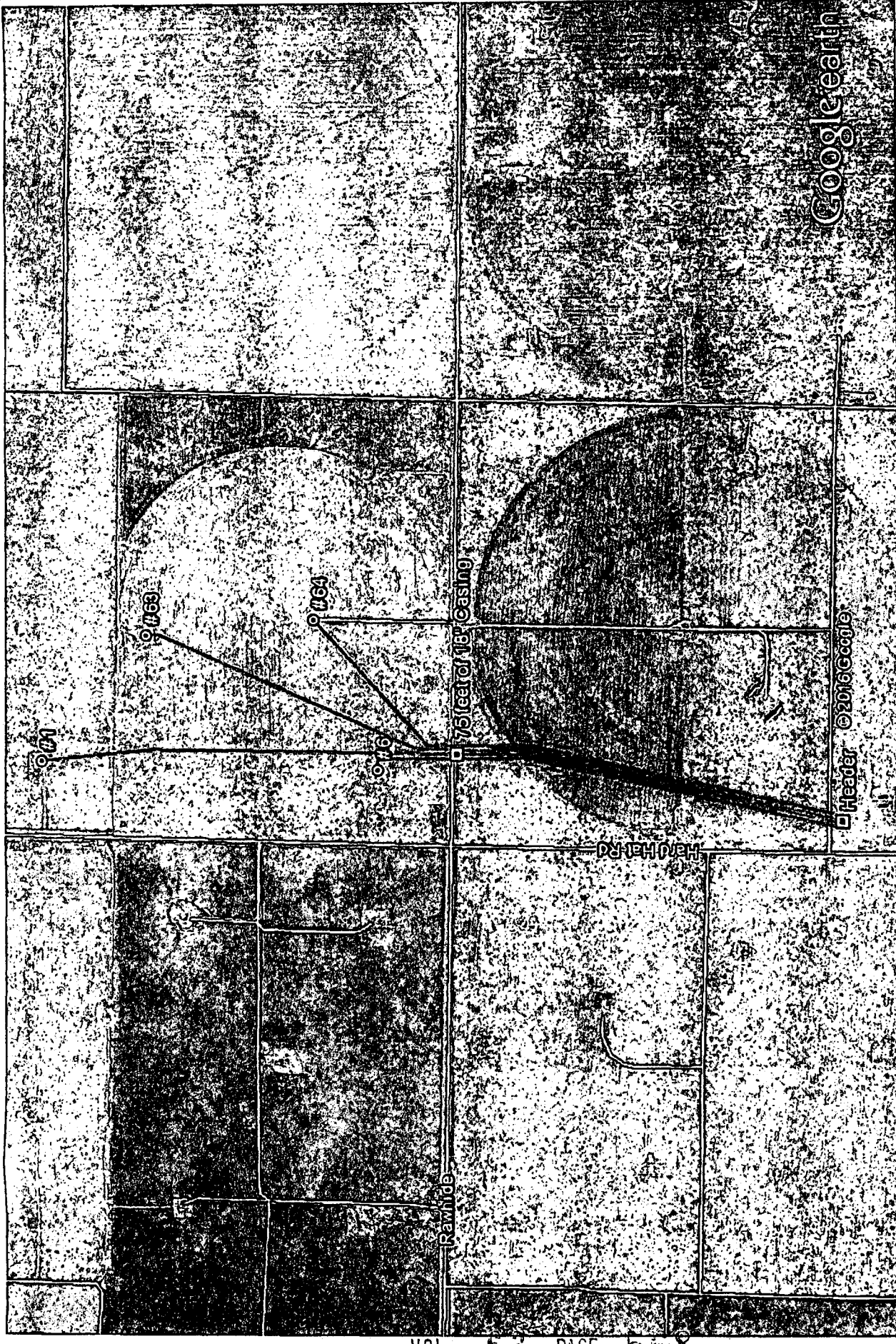


Occidental Petroleum Corporation

**ROAD BORE DETAILS IN  
LABOR 18, MAVERICK CSL  
LEAGUE 41, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawyer

Date: 5-4-2018



Google earth feet 4000  
 km 1

Oxy Sandover Unit, Road Crossing For wells #1, 6, 63, 64, 75 FI - 18" casing  
 contains 4-3" Fiberglass lines, Oxy Rep Tony Alcazar 789-8206  
 by Rink's Rip Middleton 893-0478

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

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

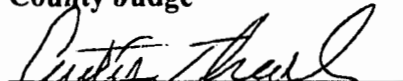
ORDER

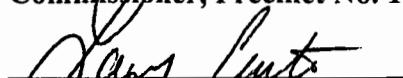
This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county 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

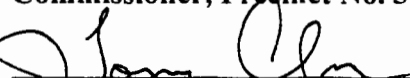
  
\_\_\_\_\_  
Commissioner, Precinct No. 1

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

05-09-2016

\_\_\_\_\_  
Date

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

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

**Motion by Commissioner Barnett, seconded by Commissioner Thrash,  
4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to South Plains  
Telephone Cooperative, Inc. on Monaco Road, to lay construct, operate and maintain a Fiber Optic  
Telephone cable, transporting Fiber Optic Telephone cables will provide LifeLine telephone service  
(E911), high speed internet, under and IPTV services to the rural community we have served since  
1952, across certain county roads, situated in Commissioner's Precinct No. 3, Hockley County Texas as  
set forth in the below recorded Petition, Exhibit and Order of the Court.**

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

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BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF South Plains Telephone Cooperative, Inc., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, South Plains Telephone Cooperative, Inc., and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain <sup>Fiber Optic Telephone cable</sup> ~~pipelines~~ under and across certain county roads situated in Hockley County, Texas, which said ~~pipelines are to be used for the purpose of transporting~~ ~~from the Petitioner's sources of supply to Petitioner's markets.~~ Fiber Optic Telephone cables will provide LifeLine telephone service (E911), high speed internet and IPTV services to the rural community we have served since 1952.

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.

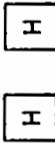
DATED this 14th day of April, 2016.

BY 

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SEE SHEET #2

3920 MONACO RD  
SET BY POWER POLE



L-8JUN2/2

MONACO RD

PHOENIX RD

L-8JUN2/1

MONACO RD

IRRIGATION WELLS ON WEST TEXAS GAS  
ATMOS HAS LINES IN AREA

BORE HIWAY AT  
N33.72489  
W-102.53318  
N33.72489  
W-102.53335

ALL BORES ARE ENCASED AND 5' OR DEEPER THAN TOP OF ASPHALT AND 48" OR DEEPER THAN FLOW LINE OF DITCH

5 AREA FIBER

FM 303

L-8JUN/4

Exchange:

PETTIT

COUNTY: HOCKLEY

ROUTE: L-8JUN2

SHEET 1 OF

Work Order No.

15902

CONST. SHIT OF

MAP REF.

Physical Address

MONACO RD

AS BUILT DATE



Drawn By

JBB



Customer Name & Phone Number

Misc. Notes:

POLE OR PED NO.	Pole, Ped or Vault	BF012	14" DUCT							
L-8JUN/4										
L-8JUN2/1	PEM 36/48	5980'	5880'							
L-8JUN2/2	PRO10 VAULT/PED	980'	880'							
L-8JUN2/3	PRO10 VAULT/PED	7600'	7500'							
L-8JUN2/4	PRO10 VAULT/PED	3000'	2900'							

POLES										
1 PEM 36/48	17560'	17160'								
3 PRO10 PED										
3 PRO10 VAULT										

SEE SHEET #1

Exchange:

PETTIT

COUNTY: HOCKLEY

ROUTE: L-8JN2

SHEET 2 OF

Work Order No.

15902A

CONST. SHIT OF

MAP REF.

Physical Address

MONACO RD

AS BUILT DATE



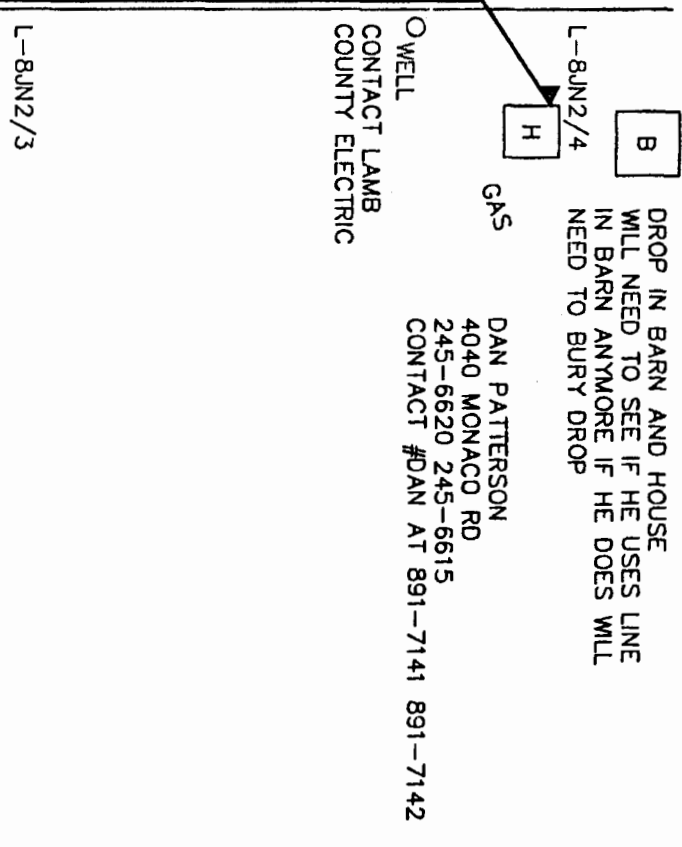
Drawn By: JBB



Customer Name & Phone Number:

Misc. Notes:

POLE OR PED NO.	Pole, Ped or Vault	BFO2	DUCT													



10315

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF SOUTH PLAINS TELEPHONE COOPERATIVE, INC. 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 SOUTH PLAINS TELEPHONE COOPERATIVE, INC., 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 buried cable across certain county roads situated in Hockley County, Texas, 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, SOUTH PLAINS TELEPHONE COOPERATIVE, INC. is hereby granted permission and authority to lay, construct, operate and maintain buried cable 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 buried cable undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried cable undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried cable undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried cable 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 buried cable are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried cable 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 buried cable 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 buried cable 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

[Signature]  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 2

5-9-2016

\_\_\_\_\_  
Date

[Signature]  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 4

**Rebecca Currington, Public Assistance Administrator reported her April 2016, monthly approvals and denial request for Public Assistance, as per Report recorded below.**

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Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of April 2016.

**APPROVED APPLICANTS**

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Elizabeth Kuehler	903 S. Alamo Rd	Levelland	Shelter	\$150.00
Erica McDonald	1310 - 5 <sup>th</sup> St	Levelland	Shelter	\$150.00
Sendy Ortega	309 Maurer	Anton	Electric	\$ 75.00
Ana Salazar	1208 Ave. C	Levelland	Electric	\$ 47.23
Peggy Pedigo	116 Veretto Rd	Levelland	Shelter	\$150.00

**DENIED APPLICANTS**

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

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

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Mariah Tienda	1210 Ave.. L	Levelland

**Motion by Commissioner Barnett, seconded by Commissioner Thrash,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Five  
Hundred and Sixty One Dollars and Fifty Seven Cents (\$561.57) to Michael & Deborah Nock,  
approve the tax refund in the amount of Five Hundred Seventy Six Dollars and Sixty Three Cents  
(\$576.63) to Felix Solano, approve the tax refunds in the amount of Six Hundred Eighty Five  
Dollars and Forty Nine Cents (\$685.49) to Ross & Raemi Thompson, as per request of Debra  
Bramlett, Tax Assessor/Collector.**

**Motion by Commissioner Clevenger , seconded by Commissioner Barnett,  
4 Votes Yes, 0 Votes No, that Commissioner' Court approve the Official Bond and Oath of Robert  
Dalton, as per Official Bond and Oath recorded below.**

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of HOCKLEY } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF-54939536

That we, ROBERT DALTON, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto THE GOVERNOR, his successors in office,

in the sum of ONE THOUSAND & NO/100 DOLLARS (\$ 1,000.00 ),  
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 13TH day of APRIL, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereaś, the above bounden Principal was on the 13TH day of APRIL, 2016, duly APPOINTED to the office of CONSTABLE PCT 2 in and for HOCKLEY  
(Elected-Appointed)

County, State of Texas, for a term of UNEXPIRED TERM year commencing on the 13TH day of APRIL, 2016.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

**FAITHFULLY PERFORM THE DUTIES IMPOSED BY LAW.**



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

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

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

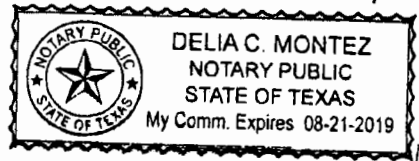
Robert Dalton Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Hockley } ss

Before me, Delia C. Montez on this day, personally appeared Robert Dalton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Levelland, Texas, this 15th day of April, 2016.



Delia C. Montez  
Hockley County, Texas  
Western Surety Company  
1-605-336-0850



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

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

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

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

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

THE STATE OF TEXAS }  
County of Hockley } ss

The foregoing bond of Robert Dalton as Constable Prec. #12 in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date \_\_\_\_\_

Wrene Gumula Clerk  
County Court Hockley County

J. L. Barnett County Judge, Comm.  
Hockley County, Texas

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

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

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

\_\_\_\_\_ Clerk

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

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000. 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County	Commissioner's Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given - \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of

\_\_\_\_\_, personally appeared Paul T. Bruflat  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety,  
to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his  
free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses  
and purposes therein set forth.



S. Eich  
Notary Public

**1 IMPORTANT NOTICE**

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) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**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:

**1-800-331-6053**

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

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**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.

**Hear Superintendent Jeff Northern from Levelland Independent School District on proposed Ag Farm. Discussion only.**

**Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Contract with Texas Department of State Health Services for access to issuing individual birth certificates, as per Contract recorded below.**

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-17-0036-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and Hockley County Clerk's Office (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2016 and end on August 31, 2018.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
  - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
  - B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.
  - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
  - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
    1. Normal key-entry errors in spellings;
    2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
    3. The event year does not exist on the system.

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
- I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

**V. Fees.**

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

**VI. Billing.**

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Hockley County Clerk's Office  
Address: 802 Houston Street, Suite 213  
Levelland, TX 79336

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to [vsubusinessservices@dshs.state.tx.us](mailto:vsubusinessservices@dshs.state.tx.us).

**VII. Payment Method.**

- A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

**B. Contractor will send payments to DSHS at:**

Texas Department of State Health Services  
Cash Receipts Branch MC 2096  
P.O. Box 149347  
Austin, TX 78714-9347

**C. Contractor will make payment to DSHS out of its current revenues.**

**VIII. Representatives.** The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Hockley County Clerk's Office	DSHS
Irene Gumula Hockley County Clerk 802 Houston Street, Suite 213 Levelland, TX 79336  Phone: (806) 894-3185  Email: igumula@hockleycounty.org	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347  Phone: 512-776-3713  Email: Princess.Lindsay@dshs.state.tx.us

**IX. General Terms and Conditions.**

**A. Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

**B. Amendment.** This Contract may be modified by written amendment signed by the Parties.

**C. Confidentiality.**

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law. To the extent the Parties execute, or have executed, a separate Data Use Agreement or other confidentiality agreement in compliance with the relevant statutes, that agreement will also apply to this Contract.



2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
  3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
  4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. **Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. **Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtml>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. **Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. **Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. **Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. **Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

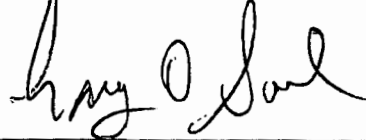
**K. Termination.**

1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

HOCKLEY COUNTY CLERK'S OFFICE



Ed House  
Chief Operating Officer  
Department of State Health Services

Larry Sprowls  
County Judge  
Hockley County

5/10/16

Date

Date

**Motion by Commissioner Clevenger, seconded by Commissioner Carter,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Request for Capital Credits for  
unclaimed property from the Texas Comptroller, as per Unclaimed Property Letter recorded  
below.**



MARCH 2016

# Unclaimed Property Capital Credits for Counties

**Glenn Hegar**

Texas Comptroller of  
Public Accounts

In conjunction with Local Government Code 381.004 and Texas Property Code Section 74.602, the Texas Comptroller of Public Accounts is authorized to distribute a portion of unclaimed capital credits to counties for specific uses.

## What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

## How are funds divided among counties?

- Electric cooperatives report to the Comptroller unclaimed capital credits and the county of service from which they originated.
- The amount available to each county is based on that county's total capital credits remitted per reporting year, minus anticipated claims as determined by the Comptroller.
- A county may or may not receive funds in a given year.

## Who qualifies?

- Any county can request a portion of those funds.
- The county must follow instructions in Local Government Code Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

## General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:\*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

\*Review Local Government Code Section 381.004 before starting a program.

## How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

If you have any questions, contact Taj Williams:  
taj.williams@cpa.texas.gov or 512-463-1189.

FOR MORE INFORMATION,  
VISIT OUR WEBSITE AT  
[Comptroller.Texas.Gov](http://Comptroller.Texas.Gov)

FOR INFORMATION ON  
UNCLAIMED PROPERTY, SEE  
[comptroller.texas.gov/UP](http://comptroller.texas.gov/UP)

FOR QUESTIONS ON CAPITAL  
CREDITS CONTACT TAJ WILLIAMS  
512-463-1189



VOL. 03 PAGE 500

**UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES**

**County Request for Capital Credits**  
County name HOCKLEY County FEIN 75-6001001  
Authorized by  Judge  Commissioners Court  
Name of County Judge Larry Sprowls Approved Date 5/9/2016  
Send the requested funds to:  
Address 802 Houston, Ste. 103 City Levelland State TX Zip 79336  
I acknowledge that the purpose of the funds is in compliance with provisions of  
Texas Local Government Code Section 381.004.  
Name Larry Sprowls Title County Judge Phone 806-894-6856  
Signature \_\_\_\_\_ Date 5/9/2016  
You may submit this form by mail, fax or email by May 1, 2016.  
Mail Texas Comptroller of Public Accounts Fax 512-475-3609  
Unclaimed Property Division Email taj.williams@cpa.texas.gov  
Holder Reporting Section  
P.O. Box 12019  
Austin, Texas 78711-2019  
-----  
**FOR COMPTROLLER'S USE ONLY:** We are authorized to release \_\_\_\_% of the total amount available to your county. We will send a  
\$ \_\_\_\_\_ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the  
provisions of Texas Local Government Code Section 381.004.  
Comptroller's Representative \_\_\_\_\_ Date \_\_\_\_\_

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.  
It is not a substitute for legal advice.

The Texas Comptroller of Public Accounts is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in employment or in the provision of any services, programs or activities.  
In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 1-800-252-1382, or by sending a fax to 512-475-0900.

**Motion by Commissioner Barnett, seconded by Commissioner Clevenger,  
4 Votes Yes, 0 Vote No, that Commissioners' Court advertise for bids for two new 2016 or newer  
6x4 tractors for Precinct 3, as per "Notice to Bidders" recorded below.**

NOTICE TO BIDDERS

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 10:00 A.M., Monday, June 6, 2016, for the following described equipment:

Two New 2016 or newer  
6X4 Tractors


Engine - Diesel, 6 cylinder, minimum 13 liter, 415 HP  
 Must meet current emissions standards  
 Engine Brake  
 Block Heater  
 Transmission - Manual, 10 speed  
 Exhaust - Single, Cab mounted  
 Air Conditioner and Heater  
 Heated Mirrors RH & LH  
 AM/FM/CD Radio  
 Driver Seat - Air Ride, High back, Vinyl with Cloth insert  
 Passenger Seat - Fixed, Mid back, Vinyl with Cloth Insert  
 Exterior Sunvisor Same Color as Cab  
 Self-Canceling Turn Signals  
 14,600# rated Front Axle  
 40,000# minimum rated Rear Axle with Air Ride  
 Air Suspension Dump Control  
 11R24.5 Tires Front and Rear  
 Steel Disk Wheels 1124.5 Front and Rear  
 Cast Iron Hubs  
 Cab White in Color

Frame Black in Color  
 Air Slide Fifth Wheel 24" Travel  
 Trailer Connections  
 Fuel Tanks 180 Gal. Minimum  
 Interior Sun Visor's Both Sides  
 LED Stop, Turn and Back up Lights  
 Low Profile Deck Plate  
 Road Stability  
 Anti-Lock Brake System  
 Rear Mud Flaps  
 Synthetic Lube Transmission and Rear Ends  
 Remote On Board Diagnostic Monitoring  
 Wheel Base 210" to 219"  
 135 Amp Alternator  
 1760 CCA Battery Power

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

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

Given under my hand and seal of said Court, this the 9<sup>TH</sup> day of May, 2016.

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



*Commissioner Carter*

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

The foregoing Minutes of a Commissioners' Court meeting held on the 9<sup>th</sup>  
day of May, A. D. 2016, was examined by me and approved.

*Curtis Thacker*  
\_\_\_\_\_  
Commissioner, Precinct No. 1

*J. L. B.*  
\_\_\_\_\_  
Commissioner Precinct No. 3

*Keith Carter*  
\_\_\_\_\_  
Commissioner, Precinct No. 2

*Tommy Oly*  
\_\_\_\_\_  
Commissioner Precinct No. 4

*absent*  
\_\_\_\_\_  
County Judge

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