

SPECIAL MEETING
SEPTEMBER 12, 2016

Be it remembered that on this the 12th day of September 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:

Sharla Baldridge	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 Carter, 4 Votes Yes, 0 Votes No, that the Minutes of Special meeting of the Commissioners' Court, held on September 1, 2016, A. D., be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 29, A. D. 2016, be approved and stand as read.

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

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

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Linda Cirilo	1717 Houston	Levelland	Shelter	\$150.00
Tina Marie Samaniego	615 Edward Ave	Anton	Electric	\$ 75.00

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>
Martha Russell	304 Hicks	Levelland
Elizabeth White	1102 Sherman, #14	Levelland
Tracy MacDonald	801 West 2 nd	Sundown
Linda Garza	3991 W Sate Rd 114	Whiteface

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No , that Commissioners' Court Tabled the Interlocal Agreement
with the City of Levelland concerning Emergency Management Services.**

**Motion by Commissioner Clevenger, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the allocated Emergency
Management Services with the City of Levelland, as per Proposed Budget recorded
below.**

Emergency Management Coordinator

**Proposed
Budget
2016/2017**

4100 PERSONAL SERVICES

4113 Operational	\$59,375
4116 Longevity	\$50
4117 Stability Pay	\$100
4121 Workmen's Compensation	\$195
4122 Group Insurance	\$8,961
4131 Bonds and Filings	\$50
4141 Retirement	\$7,566
4142 FICA	\$4,781

Subtotal \$81,078

4200 SUPPLIES

4211 Office Supplies	\$1,500
4213 Minor Tools & Equipment	\$1,500
4214 Fuel	\$4,000

Subtotal \$7,000

4400 SERVICES

4411 Communications	\$1,200
4422 Vehicle Insurance	\$500
4441 Travel	\$3,000
4442 Training	\$3,000
4481 All Other	\$3,000

Subtotal \$10,700

TOTAL \$98,778

Discuss firing range issue with the Sheriff's Office. Discussion only.

Motion by Commissioner Barnett , seconded by Commissioner Carter , 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Six Hundred Eighty Six Dollars and Twenty Four Cents (\$686.24) to Mary Knowles, approve the tax refund in the amount of Seven Hundred Sixty Six Dollars and Seventy Six Cents (\$766.76) to Ronald & Chrystal Holson, approve the tax refund in the amount of One Thousand Two Hundred Sixty Three Dollars and Seventy Cents (\$1263.70) to Ford Motor Credit Co. (FMCC), approve the tax refund in the amount of Five Hundred Thirty One Dollars and Ninety Eight Cents (\$531.98) to Jason Durham, approve the tax refund in the amount of One Thousand One Hundred Seventy Seven Dollars and Eighty Seven Cents (\$1177.87) to Ford Motor Credit Co (FMCC), as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Oath and Bond of Sharla Baldrige and Michael Lance Scott, as per Official Oath and Bond recorded below.

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hockley County } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62899997

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

Dated this 1st day of September, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of September, 2016, duly Appointed (Elected—Appointed) to the office of County Judge in and for Hockley County County, State of Texas, for a term of Indefinite year commencing on the 1st day of September, 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 ⁴

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.

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.

Sharla Baldridge Principal
WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Vice President

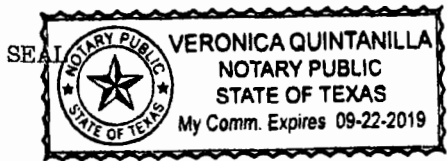
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley } ss

Before me, the undersigned Notary Public on this day, personally appeared Sharla Baldrige, 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 1st day of September, 2016.



Veronica Quintanilla
Hockley County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, _____, 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 Sharla Baldrige
County Judge in and for Hockley County and State of Texas, this day
approved in open Commissioner's Court.



ATTEST:
Drene Dumula Clerk
County Court Hockley County

Date 9-12-16
Sharla Baldrige County Judge,
Hockley County, Texas

THE STATE OF TEXAS }
County of _____ } ss

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

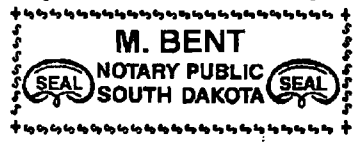
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 1st day of September,
2016, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

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In the name and by the authority of

The State of Texas

OATH

I, Sharla Baldrige, will not be interested, directly or indirectly, in a contract with or claim against the county except (with certain exceptions). TEX. LOC. GOV. CODE §81.002(a).

Sharla Baldrige
Affiant

SWORN TO and subscribed before me by affiant on this 1ST day of September, 2016.

Larry Sprowls

Signature of Person Administering Oath

(seal)

Larry Sprowls

Hockley County Judge



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 54939425

That we, Michael Lance Scott, 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 1 Governor of Texas, his successors in office,

in the sum of 2 One Thousand and 00/100 DOLLARS (\$1,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 19th day of April, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly appointed to the office of Constable Pct. 5 in and for 3 Hockley County, State of Texas, for a term of one year commencing on the 28th day of August, 2016 (Elected—Appointed)

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 4 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.

Michael Scott Principal
WESTERN SURETY COMPANY
By Paul T. Brudat
Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hockley } ss

Before me, Debbie Hale on this day, personally appeared Michael Lance Scott, 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 29 day of August, 2016.



Debbie Kay Hale
Hockley County, Texas

SEAL

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, Michael Lance Scott, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hockley County Constable Pat. 5, 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 [Signature]

Sworn to and subscribed before me at Levelland, Texas, this 29 day of August, 2016.

Debbie Kay Hale
Hockley County, Texas

SEAL 

THE STATE OF TEXAS }
County of Hockley } ss

The foregoing bond of Michael Lance Scott as Constable #5 in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.



ATTEST:
Arene Sumula Clerk
County Court Hockley County

Date 9-12-16
Sharla Baldrige County Judge;
Hockley County, Texas

THE STATE OF TEXAS }
County of _____ } ss

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

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

By _____ Deputy County Court _____ County Clerk

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	Commissioners 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 _____ 19th _____ day of


_____ April _____, 2016, personally appeared _____ Paul T. Bruflat

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



M. Bent
Notary Public

My Commission Expires March 2, 2020

 Western Surety Company	OFFICIAL BOND AND OATH	On Behalf of _____	Principal	Official Title	_____, Texas	Filed the _____ day of _____,	_____ M.	_____ Clerk	County Court _____ County,
			_____	_____	_____	at _____ o'clock _____	_____	Texas	

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:

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) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

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.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract and Agreement with the City of Littlefield concerning ambulance service, as per Contract and Agreement recorded below.

CONTRACT AND AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed by and between the **CITY OF LITTLEFIELD, TEXAS**, acting through its Mayor, ERIC TURPEN, pursuant to Resolution adopted by the City Council of the CITY OF LITTLEFIELD, at its regular meeting on the 23 day of August, 2016 (hereinafter called "Littlefield"), and **HOCKLEY COUNTY, TEXAS**, acting by and through its County Judge, ~~LARRY SPROWLS~~, Sharla Baldrige, pursuant to Resolution adopted by the Commissioners Court of the Hockley County, at a regular meeting on the 24 day of Sept., 2016 (hereinafter called "Hockley County"), on the following terms and conditions:

Statement

It is the desire of Hockley County to have Littlefield provide ambulance service, which provides support for the Hockley County ambulance service for the general well-being and welfare of the citizens of Hockley County.

In order to provide such service, it is agreed that Hockley County will pay Littlefield Twenty Two Thousand Three Hundred Seventy Dollars and No/100ths (\$21,075.00) per year in monthly installments. The monthly installments of One Thousand Seven Hundred Fifty Six and 25/100ths Dollars (\$1,756.25) will be paid with the first monthly payment being made on or before the 5th day of January, 2017 and a like payment on or before the same day of each month following next successively thereafter for the term of this Contract.

Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising, or otherwise conducting the emergency ambulance service shall be the sole responsibility of Littlefield. Provided, however, that Hockley County agrees to indemnify and hold harmless Littlefield, its agents, officers, and employees for any actions, failures, or admissions of anyone performing the ambulance service, as provided herein.
- (2) Littlefield will **not** maintain any type of facilities where ambulances are stored within the County Limits of the Hockley County, but will continue to operate out of Littlefield's facility in Littlefield, Texas. Therefore, there is a longer response time that may be necessary for the residents of Hockley County, and Hockley County hereby accepts responsibility for any damages that may be caused because of the additional time in responding to any calls.

General Provisions

- (3) The parties agree that each party has the authority to enter into this Contract and such authority has been authorized by the governing body of the Hockley County and the City of Littlefield, respectively.
- (4) The Contract is a term of one (1) year commencing on the 1st day of January, 2017, and ending on the 31st day of December 2017.

- (5) Hockley County is paying for the services provided by Littlefield from current revenues available to Hockley County. In this regard, Hockley County represents and warrants that it has budgeted from its current revenues sufficient funds to pay for the cost of the services to be provided by Littlefield.
- (6) Notwithstanding anything to the contrary herein, Littlefield shall not be obligated to perform this Contract if Littlefield does not have the resources to perform the Contract for any reason whatsoever. In the event Littlefield cannot respond or cannot perform this Contract, Littlefield will dispatch the next closest unit.
- (7) Both parties acknowledge that they are authorized to enter into this Contract pursuant to the Texas Government Code, and agree that they have complied with all provisions of such Code and other applicable laws to make this a binding Contract between both parties.
- (8) This Agreement is performable in Lamb County, Texas and the parties agree that any suit arising from this Contract and Agreement Concerning Ambulance Service shall be brought to Lamb County, Texas.
- (9) The terms of this Agreement cannot be modified except by written agreement signed by all parties hereto.

SIGNED and entered this the 12th day of Sept., 2016.

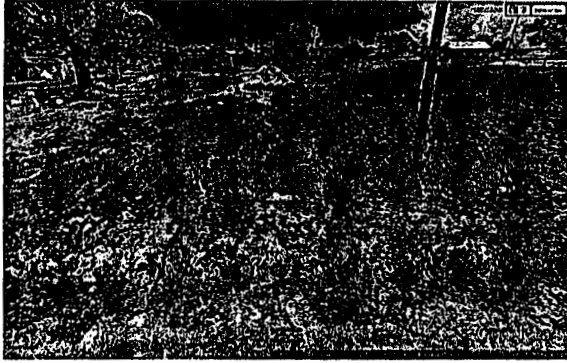
LITTLEFIELD, TEXAS

By: Eric Turpen
Eric Turpen,
Mayor

HOCKLEY COUNTY, TEXAS

By: Sharla Buldrige
~~Larry Sprowls, Sharla Buldrige~~
Hockley County Judge

Motion by Commissioner Thrash , seconded by Commissioner Clevenger , 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Tax Deed in the amount of Five Hundred Dollars (\$500.00) to Enrique Botello for property known as 614 Bradley St., Tract 1, Blk. 3, Ed M. Hart Addition, City of Anton, approve the Tax Deed in the amount of Five Hundred Dollars (\$500.00) to Enrique Botello for property known as 612 Bradley St., Tract 2 Blk. 3, Ed M. Hart Addition , City of Anton, approve the Tax Deed in the amount of Five Hundred Dollars (\$500.00) to Enrique Botello for property known as 626 Bradley St., Lots 17, 18, 19, & 20, Blk.3, Ed M. Hart Addition, City of Anton, approve the Tax Deed in the amount of Five Hundred Dollars (\$500.00) to Charles D. Gladney Jr. And Hope Y. Gladney, for property known as 604 Spencer St., Lots 22, 23, 24, 25, Blk. 2, Ed M. Hart Addition, City of Anton, approve the Tax Deed in the amount of Four Hundred Dollars (\$400.00) to Charles D. Gladney, Jr. And Hope Y. Gladney for property known as Lots 26, 27, , Blk. 2, Ed M. Hart Addition, City of Anton, approve the Tax Deed in the amount for Five Hundred Dollars (\$500.00) to Weldon Davis for property known as 514 Sylvan Ave., Lots 13 & 14, Blk. 30, Original Town of Anton, City of Anton, as per Tax Deed recorded below.



Management Info:

Status: Trust
Best Process: Sign Best Process Type:
Progress:

Property Info:

City: Anton
Cad Property Id: 8682 CAD Value: 950.00
Site Description: 614 Bradley St., (vacant lot on the North side of Bradley St.) Anton, TX 79313

Owner Info: Hockley County in Trust

Previous Owner:
Hazel Lee Ford, Deceased
Address Unknown;

Legal Description: TAX YEARS: 2001-2015
Tract One (1) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley
County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: TX16062844
Judgement Date: 06/10/2016 Sale Date: 07/05/2016
Sheriff's Deed Date: 07/14/2016 Redemption Date: 01/20/2017
Court: 286
Style Plaintiff: CITY OF ANTON
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX
Sheriff's Deed Volume: Volume 1046 Page 617
Tax Due: No
Delinquent: Yes Litigation: No

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §
 §

COUNTY OF HOCKLEY §

WHEREAS, by an Order of Sale issued out of the court # 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled City of Anton, vs. Owner of Various Properties within the City of Anton, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FIVE HUNDRED DOLLARS AND 00/100 (\$500.00)**, said amount being the highest and best offer received by **Enrique Botello, P.O. Box 221, Anton, Texas 79313**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Tract One (1) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R8682)

Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Enrique Botello, P.O. Box 221, Anton, Texas 79313 (R8682)

VOL. 64 PAGE 120

TO HAVE AND TO HOLD the above described property unto the named purchaser, Enrique Botello, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this ___ day of _____, 2016.

CITY OF ANTON

By: _____
Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Notary Public, State of Texas

Page 2

Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Enrique Botello, P.O. Box 221, Anton, Texas 79313 (R8682)

VOL. 64 PAGE 121

HOCKLEY COUNTY

By: Shada Baldrige
County Judge

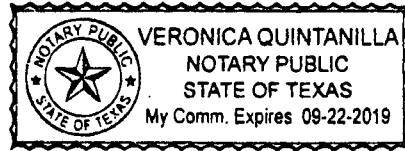
ATTEST:

Mene Dumula
County Clerk



This instrument was acknowledged before me on the 17th day of September, 2016, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Veronica Quintanilla
Notary Public, State of Texas



ANTON INDEPENDENT SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas

~~~~~

**SOUTH PLAINS JR. COLLEGE**

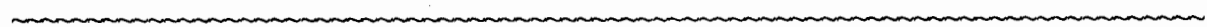
By: \_\_\_\_\_  
Chairman of Board of Regents

ATTEST:

\_\_\_\_\_  
Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein  
stated.

\_\_\_\_\_  
Notary Public, State of Texas





**HIGH PLAINS UNDERGROUND WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION  
DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

~~~~~



Management Info:

Status: Trust

Best Process: Sign
Progress:

Best Process Type:

Property Info:

City: Anton

Cad Property Id: 11114

CAD Value: 760.00

Site Description: 612 Bradley St.,(vacant lot on the North side of Bradley St.) Anton, TX 79313

Owner Info:

Hockley County in Trust

Previous Owner:

Neal Johnson, Deceased

Address Unknown;

TAX YEARS: 1995-2015-

Legal Description: Tract Two (2) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas

Homestead: No

Site Structure: No

Non Affixed Material: No

Litigation Info:

Case Number: TX16062844

Judgement Date: 06/10/2016

Sale Date: 07/06/2016

Sheriff's Deed Date: 07/14/2016

Redemption Date: 01/20/2017

Court: 286

Style Plaintiff: CITY OF ANTON

Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX

Sheriff's Deed Volume: Vol 1046 Page 617

Tax Due: No

Delinquent: Yes Litigation: No

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled City of Anton, vs. Owners of Various Properties within the City of Anton, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FIVE HUNDRED DOLLARS AND 00/100 (\$500.00)**, said amount being the highest and best offer received by **Enrique Botello, P.O. Box 221, Anton, Texas 79313**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Tract Two (2) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R11114)

TO HAVE AND TO HOLD the above described property unto the named purchaser, Enrique Botello, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this ___ day of _____, 2016.

CITY OF ANTON

By: _____
Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Notary Public, State of Texas

~~~~~

**ANTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

~~~~~

SOUTH PLAINS JR. COLLEGE

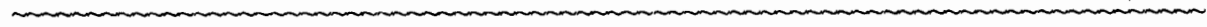
By: _____
Chairman of Board of Regents

ATTEST:

Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein
stated.

Notary Public, State of Texas



**HIGH PLAINS UNDERGROUND WATER
CONSERVATION DISTRICT**

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION
DISTRICT in its capacity therein stated.

Notary Public, State of Texas

~~~~~

**HOCKLEY COUNTY**

By: Sharla Baldrige  
County Judge

ATTEST:

Ulrene Gumula  
County Clerk

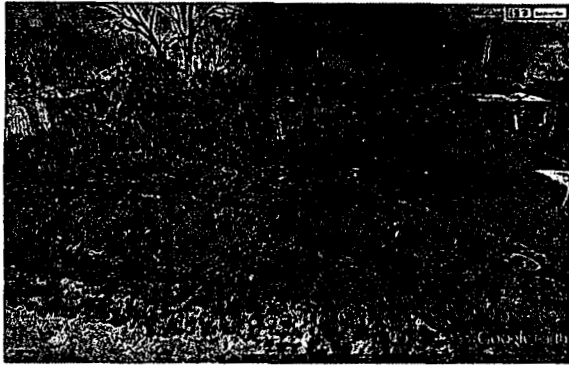


This instrument was acknowledged before me on the 12th day of September, 2016, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Veronica Quintanilla  
Notary Public, State of Texas







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**Management Info:**

Status: Trust  
Best Process: Sign Best Process Type:  
Progress:

**Property Info:**

City: Anton  
Cad Property Id: 16747 CAD Value: 950.00  
Site Description: 626 Bradley St., (4 vacant lots on the North side of Bradley St.)Anton, TX 79313

Owner Info: Hockley County in Trust:

Previous Owner:  
Unknown heirs of Hazel Lee Ford, Deceased;  
Address Unknown;  
Unknown heirs of Joel Sweeny, Deceased;  
Address Unknown;  
Eddie V. Hart, Individually and as executor of the Estate of Ed M. Hart, Deceased;  
Address Unknown;  
Bettie L Herrin, Individually and as executrix of the Estate of Virginia Hart  
PO Box 65  
Anton, TX 79313;

Legal Description: TAX YEARS: 1995-2015  
Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Three (3) of the  
Ed M. Hart Addition to the City of Anton, Hockley County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

**Litigation Info:**

Case Number: TX16062844  
Judgement Date: 06/10/2016 Sale Date: 07/05/2016  
Sheriff's Deed Date: 07/14/2016 Redemption Date: 01/20/2017  
Court: 286th  
Style Plaintiff: City of Anton et al  
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX  
Sheriff's Deed Volume: Volume 1046 Page 617  
Tax Due: No  
Delinquent: Yes Litigation: No

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**TAX DEED**

STATE OF TEXAS           §  
                                          §  
  
COUNTY OF HOCKLEY    §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled City of Anton et al, vs. Owners of Various Properties Within the City of Anton, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FIVE HUNDRED DOLLARS AND 00/100 (\$500.00)**, said amount being the highest and best offer received by **Enrique Botello, P.O. Box 221, Anton, Texas 79313**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R16747)**

TO HAVE AND TO HOLD the above described property unto the named purchaser, Enrique Botello, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ANTON**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**Approved in form by R. Douglas Jordan, PLLC**

**Tax Deed: Enrique Botello, P.O. Box 221, Anton, Texas 79313 (R16747)**

HOCKLEY COUNTY

By: Sharla Baldrige  
County Judge

ATTEST:

Urene Lumula  
County Clerk



This instrument was acknowledged before me on the 12th day of September 2016, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Veronica Quintanilla  
Notary Public, State of Texas



**Approved in form by R. Douglas Jordan, PLLC**  
**Tax Deed: Enrique Botello, P.O. Box 221, Anton, Texas 79313 (R16747)**

**ANTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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SOUTH PLAINS JR. COLLEGE

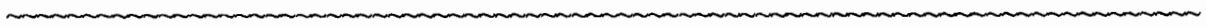
By: _____
Chairman of Board of Regents

ATTEST:

Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein
stated.

Notary Public, State of Texas



Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Enrique Botello, P.O. Box 221, Anton, Texas 79313 (R16747)

VOL. 64 PAGE 138

**HIGH PLAINS UNDERGROUND WATER
CONSERVATION DISTRICT**

By: _____
Board President

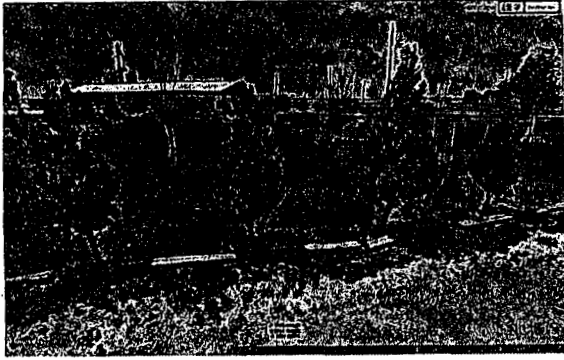
ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION
DISTRICT in its capacity therein stated.

Notary Public, State of Texas

~~~~~



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**Management Info:**

Status: Trust  
Best Process: Sign Best Process Type:  
Progress:

**Property Info:**

City: Anton  
Cad Property Id: 16746 CAD Value: 900.00  
Site Description: 604 Spencer St., (4 vacant lots on the Southside of Bradley Street) Anton, TX 79313

Owner Info: Hockley County in Trust

Previous Owner:  
Hazel Lee Ford, Deceased  
Address Unknown;

TAX YEARS: 19995-1999, 2001-2015  
Legal Description: Lots Twenty-two (22), Twenty-three (23), Twenty-four (24) and Twenty-five (25) in Block Two (2) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

**Litigation Info:**

Case Number: TX16062844  
Judgement Date: 06/10/2016 Sale Date: 07/05/2016  
Sheriff's Deed Date: 07/14/2016 Redemption Date: 01/20/2017  
Court: 286  
Style Plaintiff: CITY OF ANTON  
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX  
Sheriff's Deed Volume: Volume 1046 Page 617  
Tax Due: No  
Delinquent: Yes Litigation: No

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**TAX DEED**

STATE OF TEXAS           §  
                                          §  
  
COUNTY OF HOCKLEY    §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled City of Anton, vs. Owners of Various Properties within the City of Anton, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FIVE HUNDRED DOLLARS AND 00/100 (\$500.00)**, said amount being the highest and best offer received by **Charles D. Gladney, Jr. and Hope Y. Gladney, 1225 Crestwick Drive, Murphy, TX 75094**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lots Twenty-two (22), Twenty-three (23), Twenty-four (24) and Twenty-five (25) in Block Two (2) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R16746)**

TO HAVE AND TO HOLD the above described property unto the named purchaser, Charles D. Gladney, Jr. and Hope Y. Gladney, their heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ANTON**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

~~~~~

HOCKLEY COUNTY

By: Shirley Baldrige
County Judge

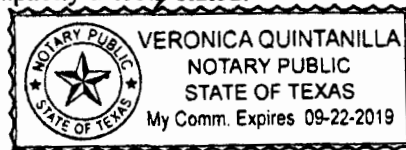
ATTEST:

Elene Dumala
County Clerk



This instrument was acknowledged before me on the 12th day of September, 2016, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Veronica Quintanilla
Notary Public, State of Texas



ANTON INDEPENDENT SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas



Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Charles D. Gladney, Jr., 1225 Crestwick Drive, Murphy, TX 75094 (R16746)

SOUTH PLAINS JR. COLLEGE

By: _____
Chairman of Board of Regents

ATTEST:

Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein
stated.

Notary Public, State of Texas

~~~~~

***Approved in form by R. Douglas Jordan, PLLC***

**Tax Deed: Charles D. Gladney, Jr., 1225 Crestwick Drive, Murphy, TX 75094 (R16746)**

**VOL. 64 PAGE 145**

**HIGH PLAINS UNDERGROUND WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Board President

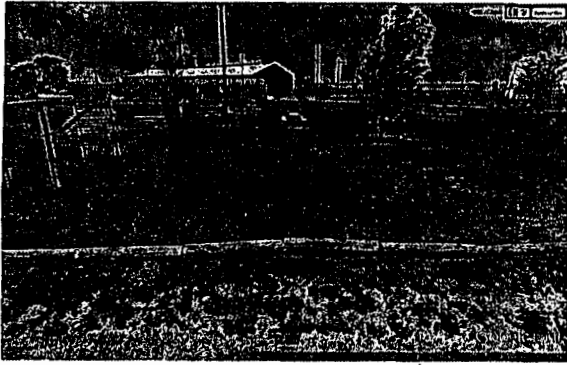
ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION  
DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas





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**Management Info:**

Status: Trust  
Best Process: Sign Best Process Type:  
Progress:

**Property Info:**

City: Anton  
Cad Property Id: 22860 CAD Value: 450.00  
Site Description: 612 Spencer St., (2 vacant lots on the Southside of Bradley Street) Anton, TX 79313

Owner Info: Hockley County in Trust  
  
Previous Owner:  
Wanda Nichols  
402 E 19th St  
Littlefield, TX 79339-5428;

Legal Description: TAX YEARS: 2008-2015  
Lots Twenty-six (26) and Twenty-seven (27) in Block Two (2) of the Ed M. Hart Addition to the  
City of Anton, Hockley County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

**Litigation Info:**

Case Number: TX16062844  
Judgement Date: 06/10/2016 Sale Date: 07/05/2016  
Sheriff's Deed Date: 07/14/2016 Redemption Date: 01/20/2017  
Court: 286  
Style Plaintiff: CITY OF ANTON  
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX  
Sheriff's Deed Volume: Volume 1046 Page 617  
Tax Due: No  
Delinquent: Yes Litigation: No

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“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

**TAX DEED**

STATE OF TEXAS            §  
                                          §  
  
COUNTY OF HOCKLEY    §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled City of Anton, vs. Owners of Various Properties within the City of Anton, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FOUR HUNDRED DOLLARS AND 00/100 (\$400.00)**, said amount being the highest and best offer received by **Charles D. Gladney, Jr and Hope Y. Gladney, 1225 Crestwick Drive, Murphy, TX 75094**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lots Twenty-six (26) and Twenty-seven (27) in Block Two (2) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R22860)**

*Approved in form by R. Douglas Jordan, PLLC*

Tax Deed: Charles D. Gladney, Jr., 1225 Crestwick Drive, Murphy, TX 75094 (R22860)



TO HAVE AND TO HOLD the above described property unto the named purchaser, Charles D. Gladney, Jr. and Hope Y. Gladney, their heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ANTON**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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Page 2

**Approved in form by R. Douglas Jordan, PLLC**  
**Tax Deed: Charles D. Gladney, Jr., 1225 Crestwick Drive, Murphy, TX 75094 (R22860)**

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**HOCKLEY COUNTY**

By: Sharla Baldrige  
County Judge

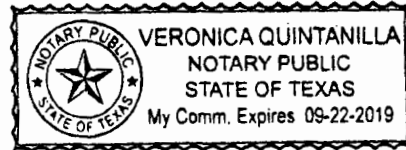
ATTEST:

Urene Gumula  
County Clerk



This instrument was acknowledged before me on the 12th day of September, 2016, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Veronica Quintanilla  
Notary Public, State of Texas



**ANTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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SOUTH PLAINS JR. COLLEGE

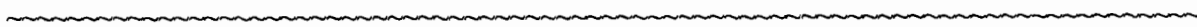
By: _____
Chairman of Board of Regents

ATTEST:

Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein
stated.

Notary Public, State of Texas



Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Charles D. Gladney, Jr., 1225 Crestwick Drive, Murphy, TX 75094 (R22860)

VOL. 64 PAGE 152

**HIGH PLAINS UNDERGROUND WATER
CONSERVATION DISTRICT**

By: _____
Board President

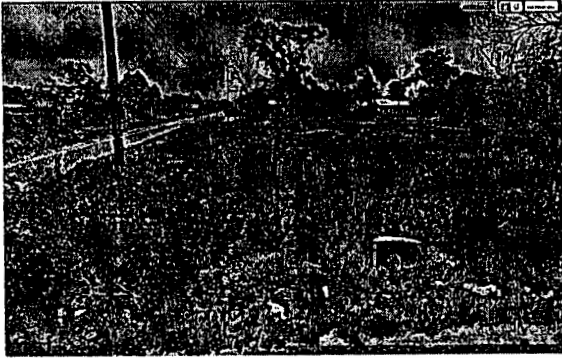
ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION
DISTRICT in its capacity therein stated.

Notary Public, State of Texas

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**Management Info:**

Status: Trust  
Best Process: Sign Best Process Type:  
Progress:

**Property Info:**

City: Anton  
Cad Property Id: 12105 CAD Value: 1010.00  
Site Description: 514 Sylvan Ave., (2 vacant lots on the Southeast corner of the intersection of Sylvan Avenue and W 6th St.) Anton, TX 79313

Owner Info: Hockley County in Trust

Previous Owners:  
Mrs. N.O. "Nettie" Lindsey  
Address Unknown;

Legal Description: TAX YEARS: 1995-2015  
Lots Thirteen (13) and Fourteen (14) in Block Thirty (30) of the Original Town of Anton,  
Hockley County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

**Litigation Info:**

Case Number: TX16062844  
Judgement Date: 06/10/2016 Sale Date: 07/05/2016  
Sheriff's Deed Date: 07/14/2016 Redemption Date: 01/20/2017  
Court: 286  
Style Plaintiff: CITY OF ANTON  
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX  
Sheriff's Deed Volume: Volume 1046 Page 617  
Tax Due: No  
Delinquent: Yes Litigation: No

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**TAX DEED**

STATE OF TEXAS            §  
                                          §  
  
COUNTY OF HOCKLEY    §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled CITY OF ANTON, vs. OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FIVE HUNDRED SIX DOLLARS AND 00/100 (\$506.00)**, said amount being the highest and best offer received by **Weldon Davis, P.O. Box 3113 Bryan, Texas 77805**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lots Thirteen (13) and Fourteen (14) in Block Thirty (30) of the Original Town of Anton, Hockley County, Texas, (R12105)**

TO HAVE AND TO HOLD the above described property unto the named purchaser, Weldon Davis, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ANTON**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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HOCKLEY COUNTY

By: Sharla Baldrige
County Judge

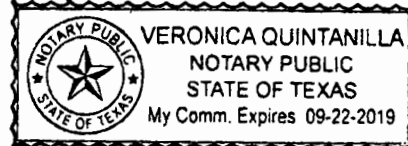
ATTEST:

Drene Gumula
County Clerk



This instrument was acknowledged before me on the 12th day of September 2016, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Veronica Quintanilla
Notary Public, State of Texas



ANTON INDEPENDENT SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas

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SOUTH PLAINS JR. COLLEGE

By: \_\_\_\_\_  
Chairman of Board of Regents

ATTEST:

\_\_\_\_\_  
Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein  
stated.

\_\_\_\_\_  
Notary Public, State of Texas

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**HIGH PLAINS UNDERGROUND WATER
CONSERVATION DISTRICT**

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION
DISTRICT in its capacity therein stated.

Notary Public, State of Texas



**Motion by Commissioner Clevenger, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Agreement between the
Texas Department of Agriculture and Hockley County for the Community Development
Fund, as per Agreement recorded below.**

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF HOCKLEY
CONTRACT NO. 7216220
FOR
THE COMMUNITY DEVELOPMENT FUND**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Hockley (herein referred to as "Contractor"). The parties to this contract agree to the mutual obligations and performance of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on September 15, 2016, and shall terminate on September 14, 2018, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

SECTION 4. CONTRACTOR PERFORMANCE

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.
2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.
3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.
4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.
5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I and K. Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.
4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments

to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as

directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. Procurement. Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

SECTION 11. LITIGATION AND CLAIMS

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights and Anti-discrimination

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

B. Employment Restrictions

1. Prohibited Activity. Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. Labor Standards
 - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
 - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:



Sharla Baldrige, County Judge
County of Hockley

9-12-2016
Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A
PERFORMANCE STATEMENT
COUNTY OF HOCKLEY

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The water supply of the Whitharral Water Supply Corporation (WSC), located in Hockley County, exhibits excessive levels of fluoride and nitrates, resulting in noncompliance with Environmental Protection Agency (EPA) regulations.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

ACTIVITIES

Water Improvements Contractor shall install a treatment system to bring the Whitharral WSC into compliance with EPA regulations. Contractor shall install one (1) fluoride and nitrate treatment system, one (1) structure to house the system, electrical, piping, and all associated appurtenances. Residents will be served by the Whitharral WSC. Construction shall take place northwest of the intersection of Highway 385 and Kansas Road in the unincorporated community of Whitharral.

These activities shall benefit one hundred eighty-two (182) persons, of which one hundred twenty-four (124) or sixty-eight percent (68%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B
BUDGET
COUNTY OF HOCKLEY

<u>Project Activities</u>		<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W	Water Improvements - Total	\$251,625	\$13,750	\$265,375
	Water Improvements-Construction	\$222,125	\$13,750 ¹	\$235,875
	Water Improvements-Engineering	\$29,500	\$0	\$29,500
21A	General Program Administration - Total	\$23,375	\$0	\$23,375
TOTALS		\$275,000	\$13,750	\$288,750

Source of Other Funds:
1 – Whitharrall Water Supply Corporation, General Fund

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

COUNTY OF HOCKLEY

CONTRACT START DATE

September 15, 2016

CONTRACT END DATE

September 14, 2018

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	11/15/2016
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	1/15/2017
Plans and Specifications Completed	Month 6	3/15/2017
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	3/15/2017
Environmental Review Completed	Month 6	3/15/2017
Clearance of Pre-Construction Special Conditions	Month 8	5/15/2017
Wage Rate 10-Day Confirmation	Month 8	5/15/2017
Construction Contract Awarded & Executed	Month 9	6/15/2017
Construction - 50% TxCDBG project complete	Month 14	11/15/2017
Construction - 75% TxCDBG project complete	Month 17	2/15/2018
Construction - 90% TxCDBG project complete	Month 19	4/15/2018
Construction & Final Inspections Completed	Month 20	5/15/2018
End Date of Contract	Month 24	9/14/2018
Close-out documents submitted to Department (60 days after End Date)	Month 26	11/13/2018

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
COMMUNITY DEVELOPMENT FUND
SPECIAL CONDITIONS
COUNTY OF HOCKLEY

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
 - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Federal historic preservation regulations at 36 CFR part 800
 - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
 - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
 - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
 - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
 - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

EXHIBIT F
CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the County of Hockley, I certify that:

Affirmatively Further Fair Housing -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

Anti-discrimination Laws -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

Anti-displacement and Relocation Plan -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

Environmental Review -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

Excessive Force -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

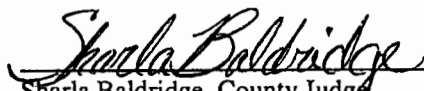
policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Use of Funds (Special Assessments) -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

Compliance with Laws -- It will comply with applicable laws.


Sharla Baldrige, County Judge
County of Hockley

9-12-2016
Date

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that County of Hockley knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.

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 12th
day of September, A. D. 2016, was examined by me and approved.

Curtis Thurl
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner Precinct No. 3

Ramy Carter
Commissioner, Precinct No. 2

Tommy Clever
Commissioner Precinct No. 4

Sharla Baldrige
County Judge

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

