

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

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 6<sup>TH</sup> day of May, 2013, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Thursday, May 2, 2013.
2. Read for approval all monthly bills and claims submitted to the court and dated through May 6, 2013.
3. Consider and take necessary action to approve refund of overpaid property taxes.
4. Consider and take necessary action approve the Bond and Oath of Linda Barnette and Kayla Dawson.
5. Consider and take necessary action to approve the proposal of a Grant Application to John and Betty Hope from the CH Foundation.
6. Consider and take necessary action to accept the resignation of Rita Conkin, Justice of the Peace, Precinct #4.
7. Consider and take necessary action to appoint Justice of the Peace, Precinct #4.
8. Consider and take necessary action to approve additions to the Hockley County Employee Policy.
9. Consider and take necessary action to approve the Interlocal Agreement concerning the purchase of a 2005 Ford pickup by the City of Ropesville from Hockley County.

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

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

Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 2<sup>ND</sup> day of May, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 2<sup>nd</sup> day of May, 2013.

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

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

MAY 2 2013

Irene Gumula  
County Clerk, Hockley County, Texas

VOL. 59 PAGE 697



REGULAR MEETING  
May 6, 2013

Be it remembered that on this the 6<sup>th</sup> day of May A.D. 2013, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 2<sup>nd</sup> day of May A.D. 2013, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through May 6, A.D. 2013, be approved and paid as read.

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 One Thousand Thirty Six Dollars and Sixty Cents (\$1336.60) to Judy Rutledge, as per request of Debra Bramlett, Tax Assessor/Collector.



Motion by Commissioner Thrash, seconded by Commissioner Carter  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oaths for  
Linda Barnette and Kayla Dawson, as per Official Bond and Oaths recorded below.



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of HOCKLEY } SS

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. **OFF-54939461**

That we, Kayla Dawson, 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<sup>1</sup> Hockley County Judge, his successors in office,

in the sum of<sup>2</sup> Two Thousand Five Hundred and 00/100 -----DOLLARS (\$ 2,500.00 ),  
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

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

Dated this 23rd day of April, 2013

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of April, 2013, duly appointed Mallet Events Center in and for<sup>3</sup> Hockley Office Assistant  
(Elected-Appointed)

County, State of Texas, for a term of indefinite year commencing on the 1st day of April, 2012

NOW WHEREFORE, 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



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.

Kayla Dawson Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Hockley } SS

Before me, Teresa Patterson on this day, personally appeared Kayla Dawson, 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 802 Houston Levelland, Texas, this 24 day of April, 2013.



Teresa Patterson  
Hockley County, Texas  
Western Surety Company  
1-605-336-0850





OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

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

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

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

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

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

THE STATE OF TEXAS }  
County of Hockley } ss

The foregoing bond of Kayla Robinson as Mallet Event Center Office Assistance in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Wrene Annula Clerk  
County Court Hockley County

Date 4/11/14  
\_\_\_\_\_ 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



## OFFICIAL BOND REQUIREMENTS

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

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



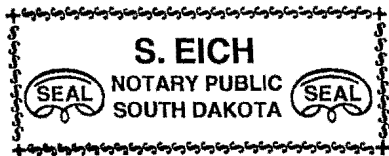
ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

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

\_\_\_\_\_, \_\_\_\_\_, personally appeared Paul T. Bruflat

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



My Commission Expires February 12, 2015

*S. Eich*

Notary Public



**1 IMPORTANT NOTICE**

To obtain information or make a complaint:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

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

**7 PREMIUM OR CLAIM DISPUTES:**

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

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

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





Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

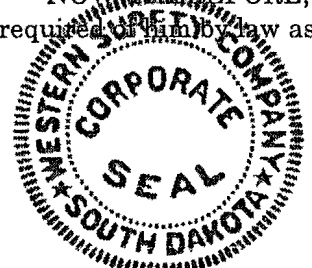
KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15865336

That we, Linda Barnette, 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 District Judge, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 11th day of January, 2013

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 County Auditor in and for Hockley County, State of Texas, for a term of four years commencing on the 1st day of April, 2013

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of county auditor



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.

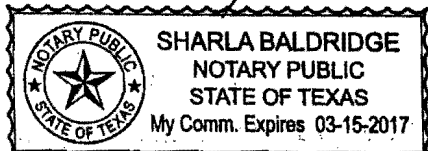
Linda Barnette  
Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Hockley } ss

Before me, [Signature] the undersigned on this day, personally appeared Linda Barnette, 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 Lovelland, Texas, this 29th day of April, 2013



Sharla Baldrige  
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 Linda Barnette as County Auditor in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:  
Irene Sumula Clerk  
County Court Hockley County

Date May 2 1992  
Ray J. ... 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."

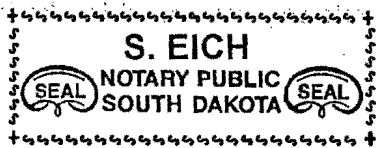
3. If precinct insert the number.  
4. Conditions.

**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 11th day of January, 2013, personally appeared Paul T. Bruflat


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



S. EICH  
Notary Public

My Commission Expires February 12, 2015

VOL. 59 PAGE 708

 <b>Western Surety Company</b>	<b>OFFICIAL BOND AND OATH</b>	On Behalf of	Principal	Official Title	_____, Texas	Filed the _____ day of _____, _____	at _____ o'clock _____ M.	Clerk _____	County Court _____ County, Texas
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**1 IMPORTANT NOTICE**

To obtain information or make a complaint:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

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

**7 PREMIUM OR CLAIM DISPUTES:**

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

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

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

**1-800-331-6053**

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

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

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

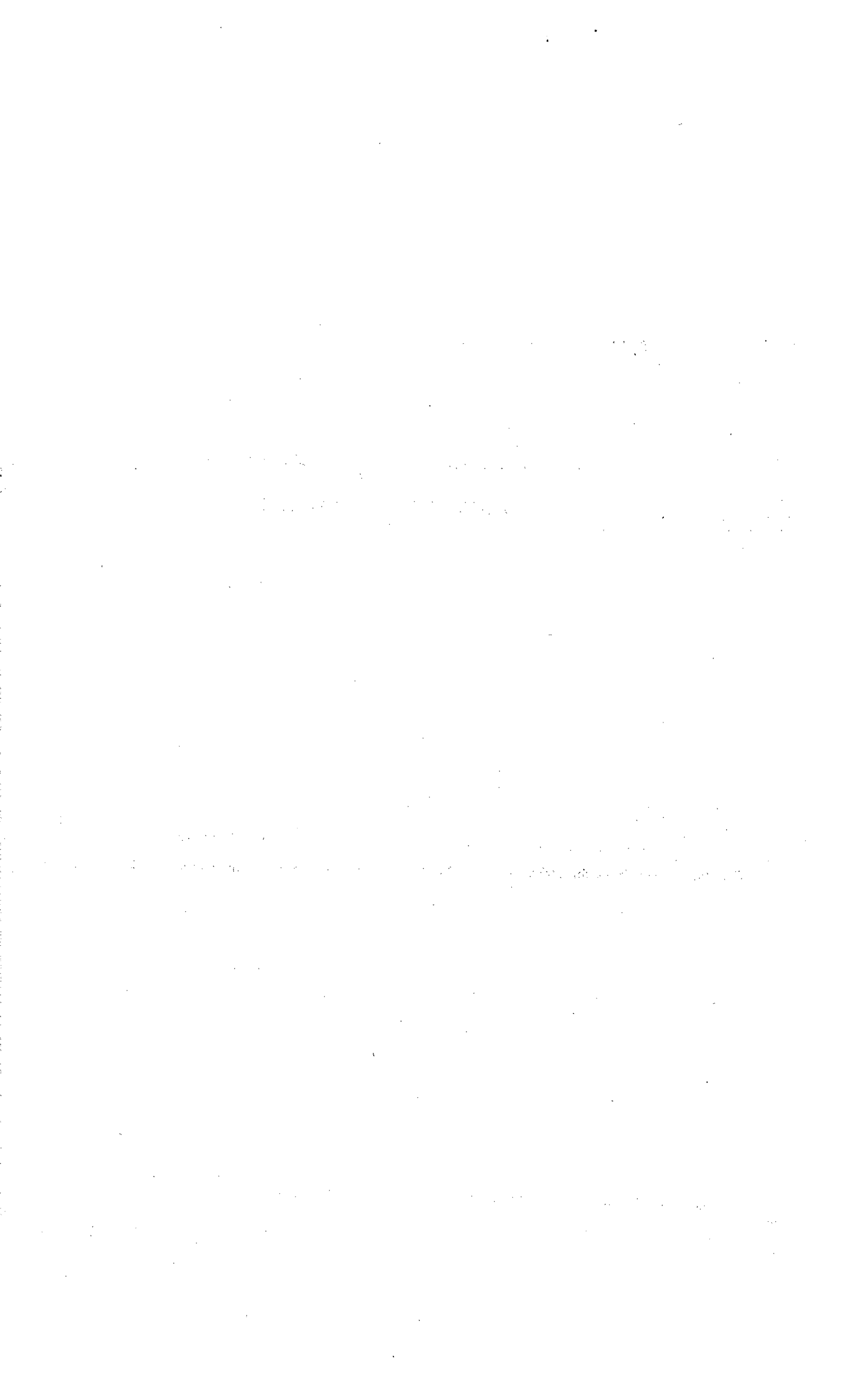
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Commissioners' Court tabled the proposal of a Grant Application to John and Betty Hope from the CH Foundation.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett  
4 Votes Yes, 0 Votes No, that Commissioners' Court accept the resignation of Rita Conkin,  
Justice of the Peace Precinct #44, as per Letter of Resignation recorded below.





RITA CONKIN  
JUSTICE OF THE PEACE, PRECINCT #4  
HOCKLEY COUNTY  
400 SPADE CIRCLE  
P.O. BOX 556  
ANTON, TX 79313

April 25, 2013

Hockley County Commissioners  
802 Houston Street  
Levelland Courthouse  
Levelland, TX 79336

Dear Commissioners:

I would like to inform you that I am retiring from my position as Justice of the Peace #4 for Hockley County, effective May 1, 2013.

Thank you for the support and the opportunities that you have provided me during the last 22 years. I have enjoyed my tenure with the County. If I can be of any assistance during this transition, please let me know. I would be glad to help however I can.

Sincerely,

  
Rita Conkin

VOL. 59 PAGE 711



Motion by Commissioner Clevenger, seconded by Commissioner Barnett  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the appointment of Tony Steven  
(Steve) Moore as Justice of the Peace Precinct #44, as per Order of Appointment recorded below.



THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

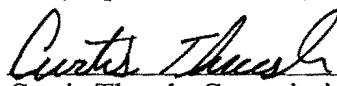
ORDER TO APPOINT JUSTICE OF THE PEACE, PRECINCT 4

It is the order of the Commissioners' Court of Hockley County that Tony Steven (Steve) Moore be appointed Justice of the Peace, Precinct #4.

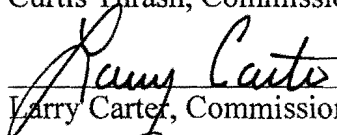
DATED the 6<sup>th</sup> day of May, 2013.



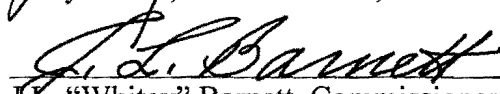
Larry Sprowls, Hockley County Judge



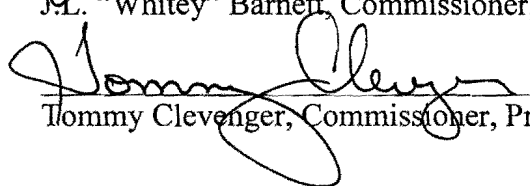
Curtis Thrash, Commissioner, Prct. 1




Larry Carter, Commissioner, Prct. 2



J.L. "Whitey" Barnett, Commissioner, Prct. 3



Tommy Clevenger, Commissioner, Prct. 4

ATTEST: 

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



Motion by Commissioner Carter, seconded by Commissioner Thrash  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the additions to the Hockley  
County Employee Policy, as per Additions recorded below.





## **HOCKLEY COUNTY EMPLOYEE TIME CLOCK POLICY**

Payment of wages is dependent on the proper documentation of the time spent at work. It is a job requirement that all hourly paid part time and temporary employees who's department utilizes a time clock must "clock in" at the start of their shift and "clock out" at the end of their shift. Employees are expected to clock in and out at their regularly scheduled times. Employees are not permitted to commence work or "clock in" more than six (6) minutes prior to their scheduled starting time or continue working or "clock out" more than (6) six minutes later than their scheduled quitting time without advanced approval of their immediate supervisor.

The responsibility for clocking in or out rests solely with each employee individually. Therefore, punching, signing, or altering of another employee's time record and/or the granting of permission by an employee to another employee to punch, sign, or alter their own time record(s) are serious offenses. Any attempt to tamper with the timekeeping hardware or software is also a serious offense. The above infractions are prohibited and will be considered severe. Employees shall be subject to immediate disciplinary action up to and including termination.

If an employee misses an entry into the time clock, the employee will notify their supervisor as soon as possible. The supervisor will manually enter the employee's clock in or clock out time. Employees who consistently miss time clock entries will be subject to immediate disciplinary action up to and including termination.

The FLSA does not permit an employer to benefit from the work of an employee without compensating them for such work. Therefore, all hours worked must be reported using the time clock. Any time spent working while not clocked in is strictly prohibited. Employees are required to clock in before performing any work and are not permitted to clock out until all work has stopped. Employees that under report hours worked are subject to immediate disciplinary action up to and including termination.

Once an employee has clocked in, he/she is responsible to starting work. When a shift has been completed, it is the employee's responsibility to clock out. Employees conducting personal business or simply not working while clocked in may be considered "riding the clock" and could be subject to disciplinary action up to and including termination.

In the event an employee has a dispute over time that was clocked in or out, they should bring it to the attention of their supervisor immediately. Any dispute that cannot be resolved should immediately be reported to the Hockley County Auditor.

Unauthorized overtime is prohibited. Any time worked by an employee that exceeds the employees budgeted position hours must be approved by the employee's immediate supervisor prior to the time being worked.



**HOCKLEY COUNTY  
POLICY ON DOUBLE TIME PAY**

**POLICY  
APPLICATION**

This policy shall apply to all hourly paid (non-salaried) employees, except for law enforcement employees.

**CASH PAYMENT**

For hours worked between 12:00 p.m. and 5:00 a.m., the employee shall be paid at the rate of twice the relevant employees regular rate of pay (double-time) during the time worked.

Double-time hours to be worked by hourly paid employees must be authorized in advance by the department head/elected official.

Department heads/elected official, as well as the Auditor's Department, shall maintain accurate and complete records of double-time hours worked by each and every employee.

This policy is not in addition to overtime, but in replacement of overtime. The FLSA requires 1½ times the regular rate; Hockley County is giving more by paying 2 times the regular rate.



Motion by Commissioner Thrash, seconded by Commissioner Carter  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Agreement for the  
sale of a 2005 Ford pickup between Hockley County, Texas and City of Ropesville, Texas, in the  
amount of One Thousand Dollars (\$1000.00), as per Interlocal Agreement recorded below.



STATE OF TEXAS

COUNTY OF HOCKLEY

**INTERLOCAL AGREEMENT FOR SALE OF 2005 FORD PICKUP BETWEEN  
HOCKLEY COUNTY, TEXAS AND CITY OF ROPESVILLE, TEXAS**

THIS INTERLOCAL CONTRACT is entered into this 6<sup>th</sup> day of May, 2013, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprowls, County Judge (hereinafter referred to as Hockley County) and City of Ropesville, Texas acting by and through its duly authorized representative, the City Council of Ropesville, Texas, and the Mayor, (hereinafter referred to as Ropesville).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will sell to the City of Ropesville one 2005 Ford Pickup, VIN 1FTPW12585KD20934

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

I.  
TERM

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect.

II.  
PAYMENT FOR SERVICES

Payment shall be made by the City of Ropesville to Hockley County, Texas.

III.  
IMMUNITY

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.





IV.  
RESOLUTION

This Agreement shall be executed by the duly authorized official(s) of each party.

V.  
ENTIRE AGREEMENT

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

VI.  
VENUE

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

VII.  
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

VIII.  
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IX.  
APPLICABLE LAW

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enters into this Contract on the 6<sup>th</sup> day of May, 2013.

COUNTY OF HOCKLEY, TEXAS



Larry Sprowls, County Judge

CITY OF ROPESVILLE, TEXAS



BERNY DEVINE, Mayor



Attest:


Irene Gumula  
Irene Gumula, County Clerk

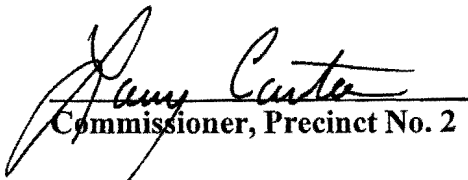
Yanessa Deep  
City Secretary

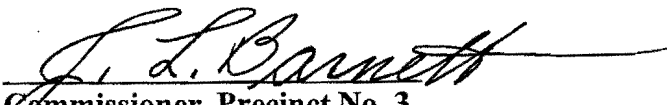


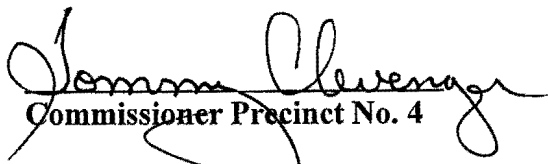
There being no further business to come before the Court, the Judge declared  
Court adjourned, subject to call.

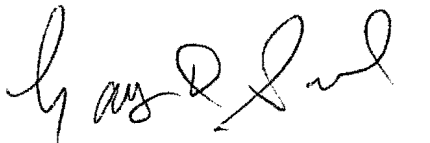
The foregoing Minutes of a Commissioners' Court meeting held on the 6<sup>th</sup>  
day of May, A. D. 2013, was examined by me and approved.


  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 2

  
Commissioner, Precinct No. 3

  
Commissioner Precinct No. 4

  
County Judge

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

