

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

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 23rd day of December, 2019 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- ✓ 1. Read for approval the minutes of the Regular Meeting held at 10:00 a.m. on Wednesday, December 18, 2019.
- ✓ 2. Read for approval all monthly bills and claims submitted to the Court and dated through December 23, 2019.
- ✓ 3. Consider and take necessary action to approve the Official Bond and Oath of Toney Cowan.
- ✓ 4. Consider and take necessary action to approve the Notary Public Errors and Omissions Group.
- ✓ 5. Consider and take necessary action to approve Ad Valorem Tax Refunds.

FILED FOR RECORD
AT _____ O'CLOCK ___ M.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

DEC 19 2019

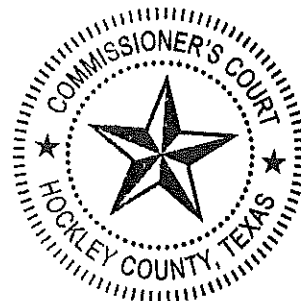
BY: *Sharla Baldrige*
Sharla Baldrige, Hockley County Judge

Jennifer Palermo
County Clerk, Hockley County, Texas

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 19th day of December, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 19th day of December, 2019.

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



SPECIAL MEETING
DECEMBER 23, 2019

Be it remembered that on this the 23rd day of December A.D. 2019, 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 all the following members present to-wit:

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

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

Motion by Commissioner Barnett, second by Commissioner Thrash , 3 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners Court held on Wednesday December 18, 2019 A.D., be approved and stand as read.

Motion by Commissioner Clevenger, second by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly claims and bills, submitted to the court, and dated through December 23, 2019, A.D. be approved and stand as read.

Motion by Commissioner Thrash, second by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that the Commissioners Court approved the Official Bond and Oath of Toney Cowan. As per Official Bond and Oath recorded below.

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hockley/Pct. 5 } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 64905778

That we, Toney Cowan, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto The Governor and the Governor's successors in office, his successors in office, in the sum of 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 17th day of December, 2019.

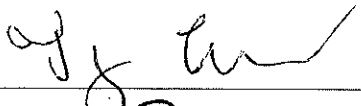
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 18th day of December, 2019, duly Appointed (Elected—Appointed) to the office of Constable in and for Hockley/Pct. 5 County, State of Texas, for a term of Indefinite year commencing on the 18th day of December, 2019.

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.


Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

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ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, 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 _____, Texas, this _____ day of _____,

SEAL

_____ 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)

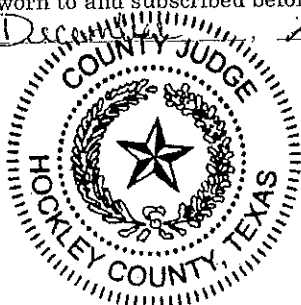
I, Toney Cowan, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hockley County Constable Prct. 5, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore 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 18th day of December, 2019.

SEAL

Sharla Buldrige
County Judge, Hockley County, Texas



THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Toney Cowan as
Constable, Precinct 5 in and for Hockley County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Jennifer Palermo Clerk
County Court Hockley County

Date 12-23-19, 2019
Sharla Baldridge County Judge,
Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

I, Jennifer Palermo County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 23 day of December, 2019, with its certificates of
authentication, was filed for record in my office the 23 day of December, 2019, at
10:05 o'clock A. M., and duly recorded the 23 day of December, 2019, at
10:05 o'clock A. M., in the Records of Official Bonds of said County in Volume 69, on page
545-548

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

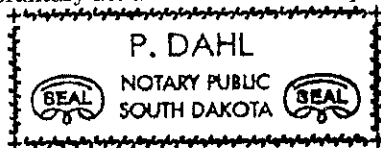
By Pam Kiser Deputy

Jennifer Palermo Clerk
County Court Hockley County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 17th day of December,
2019, 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.



P. Dahl
Notary Public

My Commission Expires June 18, 2025

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Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Constable

bond with bond number 64905778

for Toney Cowan
as Principal in the penalty amount not to exceed: \$ 1,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 17th day of December, 2019.

ATTEST
L. Nelson
L. Nelson, Assistant Secretary

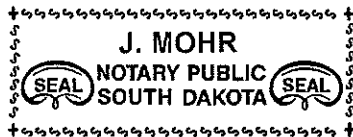
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 17th day of December, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
My Commission Expires June 23, 2021 Notary Public

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



Motion by Commission Barnett, second by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that the Commissioners Court approved the the Notary Public Errors And Omissions Group. As per Notary Public Errors and Omissions Group Policy recorded below.

Texas



Western Surety Company

NOTARY PUBLIC ERRORS AND OMISSIONS GROUP POLICY

Policy No. 18242784
Premium \$422.25

WESTERN SURETY COMPANY (the "Company") will pay on behalf of each employee (the "Insured") of Hockley County (the "Employer") of 802 Houston, Levelland, TX 79336 (Address), all sums

which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for the Employer or others in the Insured's capacity as a duly commissioned and sworn Notary Public. The Employer shall be considered an additional named Insured under this policy.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced during the policy period or within the applicable Statute of Limitations pertaining to the Insured. The policy period with respect to each Insured commences on the later of the date hereof or the date of the Insured's employment by the Employer, and termination upon the earlier of the date of termination of such employment or the date set forth below.

The Policy Period commences at 12:01 a.m. on January 12, 2020, and ends at midnight on January 12, 2021.

LIMITS OF LIABILITY INCLUDING DEFENSE COSTS: The total liability of the Company for all loss (defined below) for all claims under this insurance against any one Insured including defense costs (defined below) shall not exceed the amount of

TWENTY THOUSAND AND NO/100 DOLLARS (\$ 20,000.00).

This limit shall apply in the aggregate so that the Company's total liability for all claims and/or defense costs relating to any one Insured shall in no event exceed this amount.

DEFENSE SETTLEMENT: With respect to such insurance as is afforded by this policy, the Company shall, provided the policy limit relating to an Insured has not been exhausted, defend, in such Insured's name and behalf, any claim or suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof, even if such claim or suit is groundless, false, or fraudulent. The Company shall give the Insured written notification of an initial offer to settle or compromise a claim no later than ten (10) days after the date on which the offer is made. The Company shall give the Insured written notification of any settlement of a claim no later than thirty (30) days after the date of settlement.

DEFINITIONS: Wherever used in this policy, these words shall have the following meanings:

- (a) "Defense costs" shall mean any and all: (1) expenses, including attorneys' or investigators' fees, paid or incurred by the Company in the investigation, settlement or defense of claims or suits; (2) costs taxed against the Insured in a suit defended by the Company; (3) premiums for bonds required in a suit defended by the Company, which bonds the Company shall have no obligation to furnish, but only for bonds up to the Company's limit of liability; (4) interest on a judgment as required by law until the Company offers the amount due under this insurance; and (5) reasonable expenses incurred by the Insured at the Company's request, other than loss of earnings.
- (b) Subject to all of the Exclusions of this policy (stated below), "loss" shall mean the total of: (1) sums the Insured legally must pay as direct compensatory damages because of claims covered by this insurance; (2) sums the Company agrees to pay in settlement of such claims, whether or not the Insured's legal liability has been determined; and (3) "defense costs" as defined above.

Motion by Commissioner Thrash, second by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that the Commissioners Court approved Ad Valorem Tax Refunds in the amount of Seven hundred forty five dollars and fifty four cents (\$745.54) to Ayers Carla

approve Ad valorem tax refund in the amount of Six hundred twenty two dollars and forty nine cents (\$622.49) to Bilbrey Lonny S

As per Debbie Bramlet Tax Assessor Collector recorded below.

AIMBANK

18457

HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR
624 AVENUE H SUITE 101
LEVELLAND, TX 79336
(806)-894-4938

018457 00-2106/1113

CHECK AMOUNT

12/15/2019

\$ 745.54

PAY TO THE
ORDER OF

*****745

54

DOLLARS

AYERS CARLA
3520 S STATE RD 168
ROPESVILLE, TX 79358

MEMO

AUTHORIZED SIGNATURE

⑈018457⑈ ⑆111321063⑆ ⑈ 659746⑈

Photo Safe Deposit
Details on Back

HOCKLEY COUNTY
REFUND POSTING CLERK-DB

018457 18457

AYERS CARLA		12/15/2019	\$745.54
SRV REF R30807	2018060450		464.73
01 REF R30807	2018060450		160.08
50 REF R30807	2018060450		118.72
60 REF R30807	2018060450		2.01
PRIOR YEAR REFUND	2018060450		
REFUND DUE TO AN ASSESSMENT CORRECTION			

HOCKLEY COUNTY

18457

AIMBANK

18461

HOCKLEY COUNTY
TAX ASSESSOR COLLECTOR
624 AVENUE H SUITE 101
LEVELLAND, TX 79336
(806)-894-4938

01846 80-2108/1113

CHECK NUMBER

12/15/2019

\$ 622.49

PAY TO THE
ORDER OF

*****622 49

DOLLARS

BILBREY LONNY S
PO BOX 851
SUNDOWN, TX 79372-0851

MEMO

AUTHORIZED SIGNATURE

⑈018461⑈ ⑆111321083⑆ ⑆659746⑆

Photo Safe Deposit
Details on Back

HOCKLEY COUNTY
REFUND POSTING CLERK-SUP

018461 18461

BILBREY LONNY S		12/15/2019	\$622.49
CSD REF R22145	00302		174.44
SSD REF R22145	00302		169.75
01 REF R22145	00302		158.60
50 REF R22145	00302		117.81
60 REF R22145	00302		1.89
SEE ADDITIONAL COMMENTS	2019003656		
REFUND DUE TO AN ASSESSMENT CORRECTION			

HOCKLEY COUNTY

18461

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

The foregoing Minutes of a Commissioner's Court meeting held on the 23rd day of December, A. D. 2019, was examined by me and approved.

Curtis Arsal
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Absent
Commissioner, Precinct No. 2

Tommy Cleverger
Commissioner, Precinct No. 4

Sharla Baldrige
County Judge

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

