

**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 12TH day of August, 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 Regular Meeting of the Commissioners Court held Monday, August 5, 2013.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 12, 2013.
3. Consider and take necessary action on the Official Bond and Oath of Tracy Rodgers.
4. Consider and take necessary action to approve the Republican Judges for 2014.
5. Consider and take necessary action to approve changes to the License Agreement and Policy and Procedure Guidelines at the Mallet Event Center & Arena.
6. Consider and take necessary action to accept Request for Qualifications for Construction Manager At-Risk Services on the renovation of the building located at 624 Ave. H. Proposal forms may be obtained from the Hockley County Judge's Office. Proposals are due no later than August 19, 2013.
7. Closed meeting concerning personnel pursuant to Section 551.074 of the Texas Local Government Code.
8. Consider and take necessary to appoint a Justice of the Peace for Precinct #5 for the unexpired term of Judge Jerry Boudreaux.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: _____

[Signature]
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 9TH day of August, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 9TH day of August, 2013.

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

FILED FOR RECORD
AT _____ O'CLOCK, _____

AUG 09 2013

[Signature]
County Clerk, Hockley County, Texas

SPECIAL MEETING
AUGUST 12, 2013

Be it remembered that on this the 12th day of August A.D. 2013, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	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

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 Clevenger, 3 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on the 5th day of August A.D. 2013, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 12, A.D. 2013, be approved and paid as read.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 3 Votes Yes, 1 Vote Yes, by Judge Larry Sprowls, 0 Votes No, that Commissioners' Court table the approval of the Official Bond and Oath of Tracy Rodgers, as per Official Bond and Oath recorded below.

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of HOCKLEY } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61766428

That we, TRACY RODGERS, 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 Hockley County, his successors in office, in the sum of Two Thousand and 00/100 DOLLARS (\$2,000.00), 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 August, 2013

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 1988, duly Appointed (Elected—Appointed) to the office of Deputy Sheriff in and for HOCKLEY County, State of Texas, for a term of 4 years commencing on the 22nd day of July, 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 ⁴

To faithfully perform the duties of office

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.

X Tracy Rodgers Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

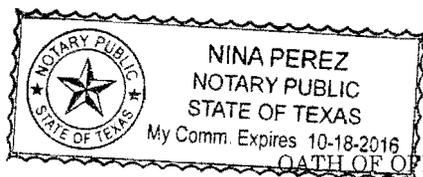
County of Hockley } ss

Before me, NINA PEREZ on this day, personally appeared Tracy Rodgers, 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 5th day of Aug, 2013

[Signature]
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, _____, 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 _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Date _____,
_____, Clerk _____ County Judge,
County Court _____ County _____ 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
_____.

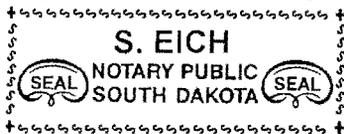
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____, 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 August,
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

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Republican Judges for 2014, as per List of Judges recorded below.

LIST OF HOCKLEY COUNTY REPUBLICAN ELECTIONS JUDGES FOR 2014

PRCT. #	PRCT. NAME	PRESIDING JUDGE.
11	Cactus Academic 500 Cactus Drive Levelland, TX.	Olga Werenko (897-0651) 126 Bowie Lane Levelland, TX. 79336
14	Ropesville City Hall 107 Hockley Main Ropesville, TX.	Christi Greenlee (778-4140) Box 2 Ropesville, TX. 79358
15	Gary Cain Insurance 3392 S St Rd 168 Smyer, TX. 79367	Jane Lewis (234-2403) P. O. Box 486 Smyer, TX. 79367
16	Christ United Methodist Church 1704 S. College Ave. Levelland, TX. 79336	Annette Sharp (894-7535) 2039 S. College (638-8188)cell Levelland, TX. 79336
21	Mallet Event Center & Arena 2320 S. State Hwy 385 Levelland, TX.	Jim Leggitt (894-5875) 115 Cottonwood Levelland, TX. 79336
24	Sundown High School 511 E. 7 th Street Sundown, TX.	Rhonda Taylor (229-4029) P. O. Box 429 (229-2481)work Sundown, TX. 79372(891-5200)cell
32	County Courthouse Comm. Courtroom 802 Houston Street Levelland, TX.	Glen Smith (894-5060) 1850 US Hwy 385(891-9702)cell Levelland, TX. 79336
33	Pettit Gin Inc. 3121 N. St. Rd. 303 Pettit, TX.	Sandra Sheek (245-6644) 3093 N St. RD 303 Levelland, TX. 79336
35	Cactus Drive Church of Christ 501 Cactus Drive Levelland, TX. 79336	Sally Roger (894-7911) 612 N. Elgin (241-0559)cell Levelland, TX. 79336
36	TX. Health & Human Serv. 904 8 th Levelland, TX.	Manuel Mendez Jr. (894-2297) 1813 9 th St. Levelland, TX. 79336
43	Whitharral Lions Club Bldg. 2 nd & Hwy 385 Whitharral, TX.	Fredda Kristinek 3590 Concho Road Littlefield, TX. 79339
44	Anton City Hall 400 Spade Circle Anton, TX.	Connie Butler (997-7931)l 305 Duggan , Box 359 (997-408)cell Anton, TX. 79313
45	Capitol Intermediate 401 E. Ellis Library Levelland, TX.	Fran Dunn (894-6800) 701 8 th St. Levelland, TX. 79336
46	Smyer Elem. Library 401 Lincoln St. Smyer, TX.	Linda St. Clair (392-3460)cell 130 Hwy 114 Estates Lubbock, TX. 79407

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve changes to the License Agreement and Policy and Procedure Guidelines at the Mallet Event Center & Arena, as per License Agreement recorded below.

**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this _____ day of _____, 201____ between Hockley County, a political subdivision of the State of Texas ("FACILITY"), and _____ whose address is _____ ("RENTER"), includes the following terms:

1. Representatives of Parties. HOCKLEY COUNTY is acting through the duly authorized Manager, or his designee (the "Manager"), of the Hockley County Mallet Event Center and Arena (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind HOCKLEY COUNTY to this Agreement or any modifications thereto. RENTOR designates _____, who is RENTOR's _____, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified in writing by RENTOR, HOCKLEY COUNTY shall have no obligation to deal with any other representative of RENTOR with respect to the subject matter of this Agreement.

2. Licensed Space. Subject to the terms and provisions of this Agreement, HOCKLEY COUNTY hereby grants to RENTOR the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). RENTOR and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and HOCKLEY COUNTY shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by HOCKLEY COUNTY directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during RENTORs event shall be through Gate(s) _____ and no other Gates(s).

3. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement and in the Center's Procedures and Guidelines attached hereto and incorporated herein by reference for all purposes. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. Purpose. The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

5. License Date and Time. RENTOR shall have access to the use of the Licensed Space from _____ (a.m./p.m.) until _____ (a.m./p.m.) on _____ and from _____ (a.m./p.m.) until _____ (a.m./p.m.) on _____. RENTOR right of access is subject to satisfactory compliance with the terms of this Agreement.

6. Fee Terms.

6.1 Original Contract Sum and Contract Deposit. RENTER agrees to pay HOCKLEY COUNTY at the Center in Levelland, Hockley County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Hockley County Mallet Event Center and Arena Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A deposit of \$300 (the "Contract Deposit") is due within 10 days after the date that HOCKLEY COUNTY signs this Agreement. At HOCKLEY COUNTY'S sole discretion, the Contract Deposit may be applied towards cost of damages. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that RENTER cancels the Event 90 calendar days or more prior to the date of the Event, the Contract Deposit will be refunded to RENTER. If cancellation occurs less than 90 calendar days or less prior to the date of the Event, no refund shall be given and HOCKLEY COUNTY shall have the right to retain the Contract Deposit as liquidated damages, and not as a penalty, for HOCKLEY COUNTY'S rental costs. Provided however, that at the Director's sole discretion, the amount of the Contract Deposit for a cancelled event may be credited to a future event if the future event is scheduled for a date within one year of the date of cancellation.

7. Liability for Damages. HOCKLEY COUNTY shall be authorized to retain out of the Contract Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, HOCKLEY COUNTY shall refund the Contract Deposit to HOCKLEY COUNTY within thirty (30) days following Event conclusion. If the Contract Deposit is insufficient to cover the total cost of damages, RENTER shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, HOCKLEY COUNTY shall calculate the amount of excess damages after that date and shall send RENTER an invoice showing such amount, which RENTER shall pay within thirty (30) days of receipt.

8. Insurance. RENTER at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to HOCKLEY COUNTY not later than THIRTY (30) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize HOCKLEY COUNTY to cancel this Agreement and to re-license use of the Licensed Space. The Director in his sole discretion may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.

9. Indemnity. Except for any matters over which RENTER retains exclusive control during the Event, RENTER agrees to and shall indemnify, save and hold HOCKLEY COUNTY harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event. This Indemnity and Hold Harmless Agreement shall apply whether such loss, injury or damage is caused in part by the Center, Hockley County, its officers, directors or employees, unless caused by their gross negligence and/or willful misconduct. It is the express intent of the parties that, by the terms hereof, the Center and Hockley County may be indemnified for the consequences of its own negligence (other than gross

negligence).

10. Compliance with Laws, Rules and Regulations. RENTER and its officers, directors, employees, agents, patrons, customers and guests and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Hockley County and City of Levelland laws and ordinances, as well as all rules and regulations provided by HOCKLEY COUNTY to regulate behavior at the Center. RENTER and its patrons, customers, guests, officers, directors, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at HOCKLEY COUNTY'S discretion, be removed from the Center premises.

11. Animals. There are many rules and regulations that have been implemented by the Texas Animal Health Commission for protection of both animals and clientele. For rules and regulations specific to the species in which you work, visit the TAHC website at <http://www.tahc.state.tx.us>. If you have questions regarding any of this information, please visit <http://www.tahc.state.tx.us/agency/contact.html#A1>. If Licensee's event requires some type of paper (health, coggins, etc.), it is the Licensee's responsibility to ensure those are checked and logged on MECA records (a blank record will be provided to each licensee).

12. Dangerous Wild Animals. RENTER may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) RENTER is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the RENTER/Owner has provided HOCKLEY COUNTY with written approval from the City of Levelland to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

13. Licenses and Permits. Except as otherwise expressly provided herein, RENTER shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

14. Concessions.

14.1 Food and Beverage Concessions. HOCKLEY COUNTY reserves all food and beverage concession rights.

14.2 Alcohol. Consumption and handling of alcoholic beverages is a serious consideration when planning an event. The policy of the Mallet Event Center & Arena (MECA) is designed to provide maximum safety for event patrons. MECA RENTER need to be fully aware of these policies for events at which alcoholic beverages are to be available to their guests. Likewise, RENTER must designate a sober, decision making person that can be consulted by security and/or MECA personnel throughout the event. The permits that are allowed at the MECA are not typical and as such, require higher levels of attention, control and restriction than licenses for stand-alone restaurants and bars. Consumption of alcoholic beverages on the MECA premises is a privilege, not a right. Abuse of the privilege can result in the discontinuation of all service of alcoholic beverages for an event.

Mallet Event Center & Arena RENTER who choose to host an event with alcohol

have two options. No matter the option, an “**Application to Serve or Sell Alcoholic Beverages at the Mallet Event Center & Arena**” must be presented at the time the License Agreement is submitted.

For options and policies, please review the “Mallet Event Center & Arena Alcohol Policy.”

14.3 Sales of Other Items. RENTER shall have the right to sell items such as programs, novelties and clothing as are approved in advance and in writing by HOCKLEY COUNTY. In no event shall RENTER be permitted to sell, or to offer for sale, any food or beverage item in individual portions. Any other sale of food or beverage items must be approved in advance and in writing by HOCKLEY COUNTY and must be in packages that discourage on-premises consumption. RENTER, subject to approval of the Director may give out free food or beverage samples. RENTER shall be responsible for complying with all applicable City of Levelland regulations.

15. Food and Beverage Catering. RENTER shall be allowed to bring catered food or beverages upon the Center premises through a qualified caterer. In no event shall RENTER’S caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises. Caterer will work with City of Levelland to receive a temporary health permit.

16. Security. RENTER, at its sole expense, shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that HOCKLEY COUNTY, in its sole discretion, determines to be necessary. RENTER shall schedule security through the Designated person by the Mallet Event Center & Arena. Security guard must be a Texas Commissioned Full-Time Peace Officer in good standing, and provide the County with written confirmation of such booking at least twenty (20) calendar days prior to the date of the Event. The parties acknowledge and agree that HOCKLEY COUNTY shall not be responsible for the actions and safety of RENTER or any of RENTER’S guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting RENTER’S property or the property of such persons from loss or damage.

17. Additional Equipment, Services and Fees. HOCKLEY COUNTY shall provide only the additional equipment and/or services indicated on Exhibit "A." HOCKLEY COUNTY reserves the right to require the use of any such additional equipment and/or services if and when HOCKLEY COUNTY deems that the safety of the Center and the public require the same. RENTER agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. Control of Facility and Right to Enter. In permitting RENTER to use the Licensed Space under the License granted hereunder, it is understood by the parties that HOCKLEY COUNTY does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of HOCKLEY COUNTY may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by RENTERS.

19. Defacement of Center. RENTERS shall not injure, mar, or in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of HOCKLEY COUNTY nothing

shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Hockley County Commissioners Court has expressly authorized such exception, in advance and in writing.

20. Occupancy Interruption. In the event that HOCKLEY COUNTY, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which HOCKLEY COUNTY has no control, should find it impossible to provide the Licensed Space as contracted herein, HOCKLEY COUNTY may cancel this Agreement and shall refund any prepaid charges to RENTER but shall have no other liability to RENTER on account of such cancellation.

21. Evacuation of Facility. Should it become necessary in the judgment of HOCKLEY COUNTY to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, RENTER at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another RENTER. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. RENTER hereby waives any claim for damages or compensation from HOCKLEY COUNTY as a result of such evacuation.

22. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between HOCKLEY COUNTY and RENTER. HOCKLEY COUNTY shall exercise no supervision or control over the employees of LICENSEE or others in the service of RENTER, and HOCKLEY COUNTY shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between HOCKLEY COUNTY and RENTER, or cause HOCKLEY COUNTY to be liable in any way for the debts and obligations of RENTER.

23. Non-Assignment. RENTER may not transfer or assign this Agreement, sublease the Licensed Space, or allow use of the Licensed Space other than as herein specified, without the express written consent of HOCKLEY COUNTY.

24. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Hockley County, Texas.

25. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

26. Equine Professional and Livestock Sponsor Notices. If licensee is an equine professional or a livestock show sponsor, as such terms are defined by Texas Civil Practice and Remedies Code Chapter 87, Licensee shall comply with the provisions of that Chapter and shall include in its written contracts with participants, and post and maintain, the warning notice in the form and manner required pursuant to the provisions of Chapter 87.

27. Use of Name. Licensee agrees that it shall not use the name of the Hockley County Mallet Event Center and Arena, the name Mallet, or any trade mark, logo, or brand of Hockley County or the Mallet Ranch in any campaign of advertising, or in any commercial or promotional manner whatsoever without the express written consent of the County. Provided, however, that Licensee may use the name of the Hockley County Mallet Event Center and Arena for the limited purpose of referring to the location of its event.

28. Entire Agreement. This Agreement constitutes the entire agreement between HOCKLEY COUNTY and RENTER. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

RENTER:

Name: _____

By: _____

Title: _____

Signature: _____

Date: _____

Cell Phone Number: _____

E-mail Address: _____

HOCKLEY COUNTY:

By: _____

Title: _____

Signature: _____

Date: _____

\$300 deposit due to the MECA by _____ day of _____, 201 _____

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court accept the Request for Qualifications for Construction Manager At-Risk Services on the renovation of the building located at 624 Ave. H. Proposal forms may be obtained from the Hockley County Judges' Office. Proposals are due no later than August 19, 2013.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

NOTICE

Notice is hereby given that the Hockley County Commissioners Court is accepting Request for Qualifications for Construction Manager At-Risk Services on the renovation of the building located at 624 Ave. H, Levelland, Texas. Proposal forms may be obtained from the Hockley County Judge's Office at 802 Houston St., Levelland, Texas. Proposals are due no later than August 19, 2013.

Commissioners' Court went into closed session concerning pursuant to Section 551.074 of the Texas Local Government at 10:35A. M.

Commissioners' Court came back into session at 11:05 A.M.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court appoint Brenda Nock as Justice of the Peace for Precinct#5 for the unexpired term of Judge Jerry Boudreaux, as per Appointment recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

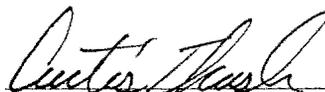
ORDER TO APPOINT JUSTICE OF THE PEACE, PRECINCT #5

It is the order of the Commissioners' Court of Hockley County that Brenda Nock be appointed to the office of Hockley County Justice of the Peace, Precinct #5 for the remainder of this term.

DONE IN OPEN COURT, this the 12TH day of August, 2013, upon motion by Commissioner, Thrash, seconded by Commissioner, Clevenger.



Larry Sprowls, Hockley County Judge



Curtis Thrash, Commissioner, Precinct 1

ABSENT

Larry Carter, Commissioner, Precinct 2



L.L. Barnett, Commissioner, Precinct 3



Tommy Clevenger, Commissioner, Precinct 4

ATTEST:



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

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 August, A. D. 2013, was examined by me and approved.

Center Thush
Commissioner, Precinct No. 1

absent
Commissioner, Precinct No. 2

T. L. Barnett
Commissioner, Precinct No. 3

Tommy Oliver
Commissioner Precinct No. 4

Lawrence
County Judge

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