

**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 24<sup>TH</sup> day of March, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:


1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, March 10, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through March 24, 2014.
3. Hear Public Assistance monthly report.
4. Hear Treasurer's monthly report.
5. Consider and take necessary action approve the release of securities at Platinum Bank.
6. Consider and take necessary action to refund ad valorem taxes.
7. Hear presentation by Mark Harral concerning wind turbines.
8. Consider and take necessary action to approve the Interlocal Agreement between Lubbock County and Hockley County concerning the Regional Public Defender for Capital Cases.
9. Consider and take necessary action to approve the proposed road crossing submitted by Atmos Energy Corporation to bury 6" and 4" gas lines south of FM 300 on West Avenue and Black Gold Road.
10. Discuss vacancy of Justice of the Peace #4 position.

**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 21<sup>ST</sup> day of March, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 21<sup>ST</sup> day of March, 2014.

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

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

**MAR 21 2014**

  
County Clerk, Hockley County, Texas

VOL. 60 PAGE 805

SPECIAL MEETING  
MARCH 24, 2014

Be it remembered that on this the 24<sup>th</sup> day of March A.D. 2014, 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               | 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 March 10, A.D. 2014, 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 March 24, A. D. 2014, be approved and paid as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Atmos Energy Corporation to lay, construct, operate and maintain gas pipelines transporting gas under and across certain county roads, situated in Commissioners' Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

RECORD, PETITION, EXHIBIT AND ORDER OF THE COURT

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS.  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Atmos Energy Corporation, FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Atmos Energy Corporation, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain gas pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting gas from the Petitioner's sources of supply to Petitioner's markets.

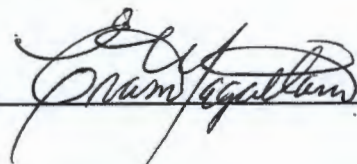
The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

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

DATED this 17th day of March, 2014.

BY



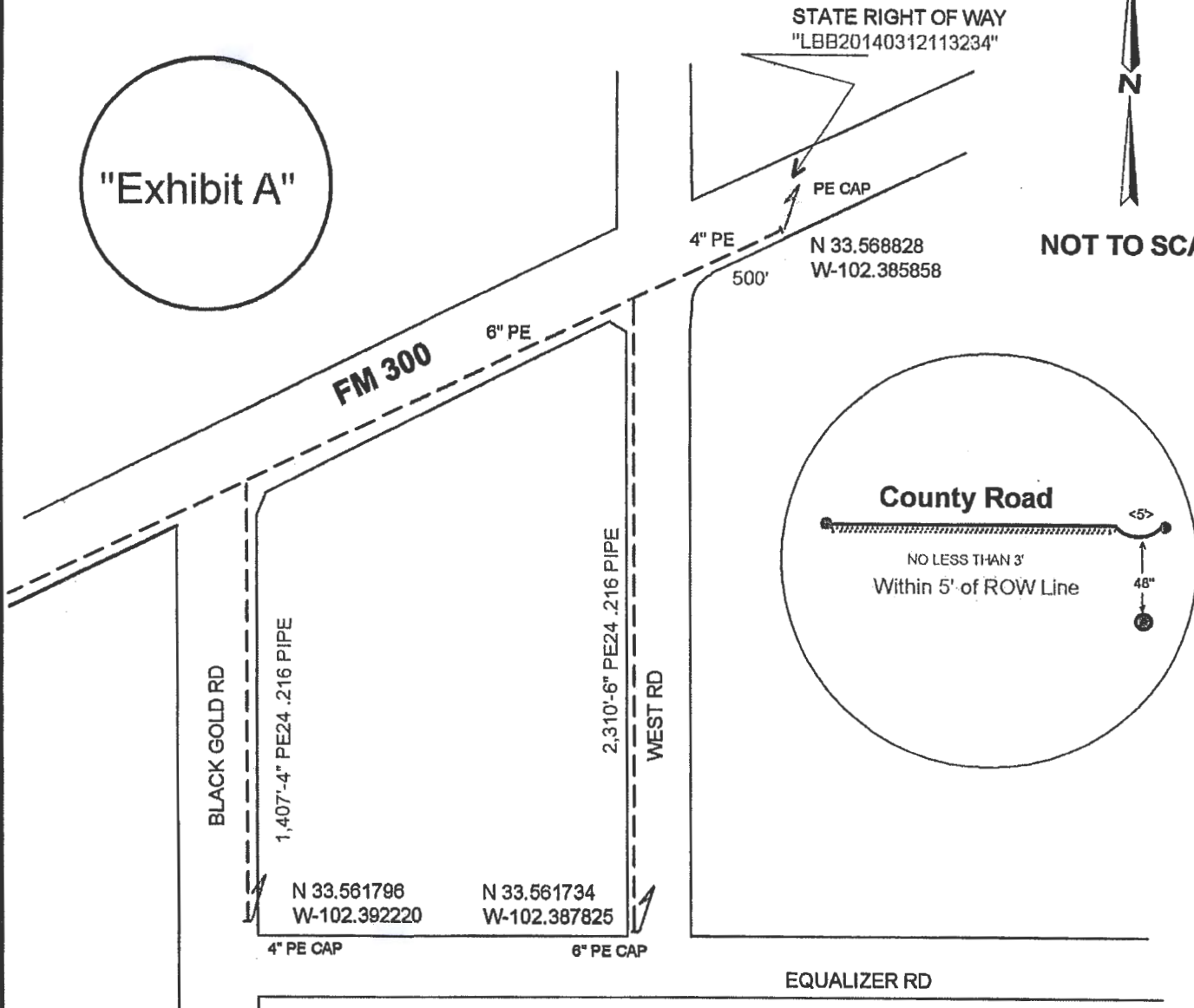
030.2035.BLACK GOLD PH1 PRP

"Exhibit A"

STATE RIGHT OF WAY  
"LBB20140312113234"



NOT TO SCALE



Line installed at Minimum of  
36" - Maximum depth of 48"  
Below ROW Surface

LOW Pressure Line  
(Under 60 PSIG)  
Within 5' of ROW Line

LABOR 1, 2  
LEAGUE 30  
BAYLOR CSL  
HOCKLEY CO  
LEVELLAND, TEXAS

"ALL PIPE AND SERVICES TO BE INSTALLED  
BY DIRECTIONAL BORE & OPEN TRENCH"

|  |                  |
|--|------------------|
| Proposed Location Of Natural Gas Pipeline.                   |                  |
| IN OR NEAR .....   | LEVELLAND, TEXAS |
| PLAT TO ACCOMPANY APPLICATION FOR PERMIT TO                  |                  |
| PARALLEL : Black Gold Rd & West Ave (Levelland, Texas) ..... |                  |
| COUNTY OF HOCKLEY .....                                      |                  |
| LABOR .....  | 30 LEAGUE        |
| SURVEY BY R. R. Reese .....                                  |                  |

|   |           |
|---|-----------|
| <b>ATMOS</b><br>energy                              |           |
| DIV. & TOWN NO. 50-055 .....                        |           |
| PROJECT NO.030.33235 -030.2035.BLACK GOLD PH 1.PRP. |           |
| REQ. OR PROJ. NO. 2014-00 .....                     |           |
| MAP OR LINE NO. .0055-000 .....                     |           |
| SUBMITTED BY R. R. Reese .....                      |           |
| DATE 3-12-14 .....                                  | ROW ..... |

REQUEST TO BURY GAS PIPELINE  
ON OR ACROSS COUNTY ROAD RIGHT-OF-WAY

STATE OF TEXAS       §  
                                  §  
COUNTY OF HOCKLEY   §

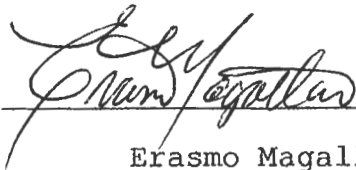
Atmos Energy Corporation ("Atmos Energy") hereby requests permission from the Hockley County Commissioners Court to bury 6" and 4" PE3408 Natural Gas Pipeline with Services parallel/across the County Road right-of-way as shown on "Exhibit A" attached to this application, stating the legal description, South of FM300 on West Avenue and Black Gold Road in Labor 1, and 2 League 30, Baylor County School Land in Hockley County, Texas. Atmos Energy agrees that the line shall be buried not less than 36 inches below the lowest surface level on the County Road right-of-way.

Atmos Energy further agrees to indemnify and save harmless Hockley County, its agents and employees from all suits, actions, claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained to property, arising out of, or occasioned by, the negligence of Atmos Energy, its employees or agents, in its performance of the work described herein.

Atmos Energy further agrees to erect and maintain a marker designating where the line is buried parallel/across the County Road.

WITNESS MY HAND this the March day of 17<sup>TH</sup>, 2014 .

ATMOS ENERGY CORPORATION

By:  \_\_\_\_\_  
Erasmo Magallanes

Title: Operation Supervisor

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

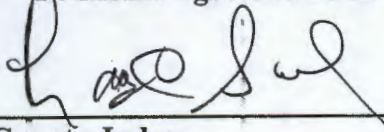
IN THE MATTER OF THE APPLICATION OF Atmos Energy Corporation FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

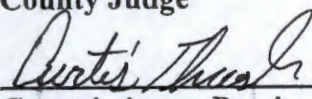
ORDER

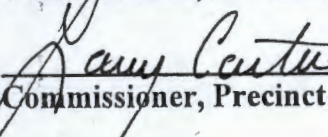
This cause coming on to be upon the petition of Atmos Energy Corporation hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried gas line across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, Atmos Energy Corporation is hereby granted permission and authority to lay, construct, operate and maintain buried gas line across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

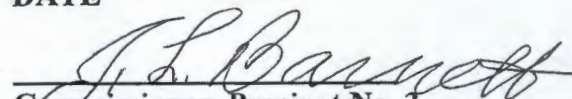
1. The Petitioner shall, in constructing said buried gas line undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried gas line undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried gas line undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried gas line are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said buried gas line are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried gas line undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said buried gas line from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said buried gas line by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

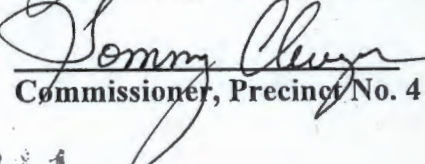
  
\_\_\_\_\_  
County Judge

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

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

3/24/14  
\_\_\_\_\_  
DATE

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

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

*February*

Rebecca Currington, Public Assistance Administrator reported her ~~March~~ 2014, monthly approvals and denial requests for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of February 2014.

**APPROVED APPLICANTS**

| <u>APPLICANT</u>  | <u>ADDRESS</u>         | <u>TOWN</u> | <u>REQUEST</u> | <u>AMOUNT</u> |
|-------------------|------------------------|-------------|----------------|---------------|
| Mary Bihl         | 1619 Wilson            | Levelland   | Gas            | \$ 75.00      |
| Kemisha Asberry   | 400 N. Cedar, #7       | Levelland   | Shelter        | \$ 53.00      |
| Elizabeth Kuehler | 903 S. Alamo, #15      | Levelland   | Shelter        | \$142.00      |
| Margie Cardona    | 1311 - 8 <sup>th</sup> | Levelland   | Gas            | \$ 75.00      |
| Deloris Dent      | 910 - 13 <sup>th</sup> | Levelland   | Electric       | \$ 75.00      |
| Willie Lockett    | 1606 - 8 <sup>th</sup> | Levelland   | Electric       | \$ 75.00      |
| Joseph Garcia     | 207 Ave. C             | Levelland   | Electric       | \$ 56.71      |
| Roberto Sanchez   | 1804 Ave. I            | Levelland   | Electric       | \$ 75.00      |

**DENIED APPLICANTS**

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

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

| <u>APPLICANT</u>   | <u>ADDRESS</u>          | <u>TOWN</u> |
|--------------------|-------------------------|-------------|
| Jo Ann Knighten    | 1507 Austin             | Levelland   |
| Frances Rosenfeldt | 104 Mandy Circle        | Levelland   |
| Martin Gonzales    | 1408 - 12 <sup>th</sup> | Levelland   |
| John Allen         | 1816 Ave. H             | Levelland   |



Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes,  
0 Votes No, that Commissioners' Court approve the Treasurers' Monthly report for January,  
2014, as per Report recorded below.

TREASURER'S JANUARY 2014 FINANCIAL REPORT

THE STATE OF TEXAS  
COUNTY OF HOCKLEY  
AFFIDAVIT

The Treasurer's Monthly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} **\$19,202,729.58 Month Ending Balance**


Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. **\$14,467.60 Interest Earned**

The Treasurer's Monthly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The Investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

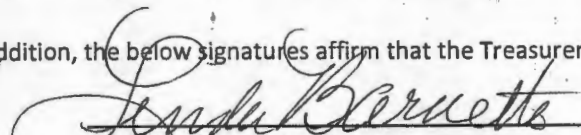
Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

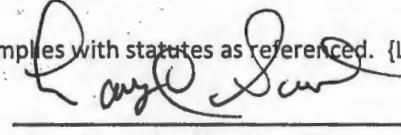
Filed with accompanying vouchers this the 24 day of Mar 2014.

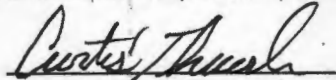
  
Denise Bohannon, Treasurer, Hockley County

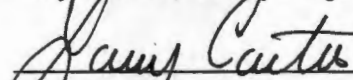
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

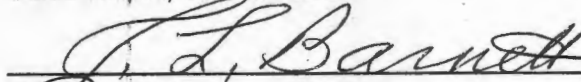
In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}


  
Linda Barnette, Auditor, Hockley County / Date

  
Larry Sprowls, County Judge

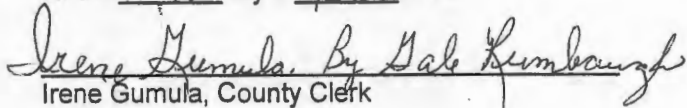
  
Curtis Thrash, Comm. Pct. #1

  
Larry Carter, Comm. Pct. #2

  
Whitey Barnett, Comm. Pct. #3

  
Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 24th day of March 2014.

  
Irene Gumula, County Clerk

**Treasurer's Monthly Report**  
*Prepared by Denise Bohannon, Hockley County Treasurer*

**SECTION 1 – Cash Flow**

**Pages 1-5** Combined Statement of Cash Receipts and Disbursements  
Includes Interest and Bank Service Charge

**Pages 6-7** Bank Collateral  
Pledged Securities the Banks have pledged on behalf of Hockley County

**Page 8** Bond Indebtedness

**Page 9** Certificates of Deposit

**SECTION 2 – Investments Long Term**

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. {GC 2256.023}

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Investments – Funds are not immediately available – must wait until maturity

| ACCOUNT NAME | BEGINNING<br>CASH BALANCE | CASH<br>RECEIPTS | CASH<br>DISBURSEMENTS | ENDING<br>CASH BALANCE |
|--------------|---------------------------|------------------|-----------------------|------------------------|
|--------------|---------------------------|------------------|-----------------------|------------------------|

|              |               |              |               |               |
|--------------|---------------|--------------|---------------|---------------|
| GRAND TOTALS | 17,388,366.23 | 5,202,631.82 | 3,368,268.47- | 19,202,729.58 |
|--------------|---------------|--------------|---------------|---------------|

| ACCOUNT NAME   | BEGINNING<br>CASH BALANCE        | CASH<br>RECEIPTS              | CASH<br>DISBURSEMENTS          | ENDING<br>CASH BALANCE           |
|--|----------------------------------|-------------------------------|--------------------------------|----------------------------------|
| 2014 083 CA THEFT OF SERVICE<br>CASH<br>FUND TOTALS                                | 4,421.09<br>4,421.09             | 524.16<br>524.16              | 552.50-<br>552.50-             | 4,392.75<br>4,392.75             |
| 2014 084 SHERIFF WORK RELEASE PROGRAM<br>CASH<br>FUND TOTALS                       | 1,838.32<br>1,838.32             | 1.55<br>1.55                  | .00<br>.00                     | 1,839.87<br>1,839.87             |
| 2014 085 HOCKLEY CO GRANTS FUND<br>CASH<br>FUND TOTALS                             | 5,034.63<br>5,034.63             | 4.26<br>4.26                  | .00<br>.00                     | 5,038.89<br>5,038.89             |
| 2014 087 HC JUVENILE PROBATION FEES<br>CASH/AIM<br>FUND TOTALS                     | 10,755.12<br>10,755.12           | 244.24<br>244.24              | .00<br>.00                     | 10,999.36<br>10,999.36           |
| 2014 088 PAYROLL CLEARING ACCOUNT<br>CASH/ASB<br>FUND TOTALS                       | 1,019.27<br>1,019.27             | 346,320.18<br>346,320.18      | 346,296.62-<br>346,296.62-     | 1,042.83<br>1,042.83             |
| 2014 089 SEIZURE PROCEEDS FUND<br>CASH/ASB<br>FUND TOTALS                          | 28,075.57<br>28,075.57           | 23.70<br>23.70                | 356.00-<br>356.00-             | 27,743.27<br>27,743.27           |
| 2014 090 JUVENILE PROBATION FUND<br>CASH/AIM<br>ACCOUNTS RECEIVABLE<br>FUND TOTALS | 49,267.27<br>97.75-<br>49,169.52 | 18,616.56<br>.00<br>18,616.56 | 7,702.42-<br>.00<br>7,702.42-  | 60,181.41<br>97.75-<br>60,083.66 |
| 2014 091 JUVENILE PROBATION RESTITUTION<br>CASH<br>FUND TOTALS                     | 10,848.83<br>10,848.83           | 9.20<br>9.20                  | .00<br>.00                     | 10,858.03<br>10,858.03           |
| 2014 092 HOCKLEY COUNTY COMMUNITY SUPER<br>CASH/ASB<br>FUND TOTALS                 | 68,806.08<br>68,806.08           | 21,078.99<br>21,078.99        | 39,795.23-<br>39,795.23-       | 50,089.84<br>50,089.84           |
| 2014 093 HOCKLEY COUNTY MEDICAL FUND<br>CASH/ASB<br>FUND TOTALS                    | 9,832.07<br>9,832.07             | 8.34<br>8.34                  | .00<br>.00                     | 9,840.41<br>9,840.41             |
| 2014 094 COUNTY ATTORNEY RESTITUTION<br>CASH/ASB<br>FUND TOTALS                    | 2,650.18<br>2,650.18             | 1,202.07<br>1,202.07          | 181.18-<br>181.18-             | 3,671.07<br>3,671.07             |
| 2014 095 D A RESTITUTION FUND<br>CASH/ASB<br>FUND TOTALS                           | 3,160.02<br>3,160.02             | 2.67<br>2.67                  | .00<br>.00                     | 3,162.69<br>3,162.69             |
| 2014 096 CA/DA PRE-TRIAL DIVERSION FUND<br>CASH<br>FUND TOTALS                     | 46,684.81<br>46,684.81           | 1,364.77<br>1,364.77          | .00<br>.00                     | 48,049.58<br>48,049.58           |
| 2014 098 CLEARING FUND<br>CASH<br>FUND TOTALS                                      | .07<br>.07                       | 1,383,013.17<br>1,383,013.17  | 1,383,013.17-<br>1,383,013.17- | .07<br>.07                       |

| ACCOUNT NAME                          | BEGINNING CASH BALANCE | CASH RECEIPTS | CASH DISBURSEMENTS | ENDING CASH BALANCE |
|---------------------------------------|------------------------|---------------|--------------------|---------------------|
| 2014 054 JUSTICE OF PEACE #4          | 834.95                 | 664.00        | 829.00-            | 669.95              |
| CASH                                  | 834.95                 | 664.00        | 829.00-            | 669.95              |
| FUND TOTALS                           | 834.95                 | 664.00        | 829.00-            | 669.95              |
| 2014 055 JUSTICE OF PEACE #5          | 26,595.41              | 33,095.69     | 30,618.20-         | 29,072.90           |
| CASH                                  | 26,595.41              | 33,095.69     | 30,618.20-         | 29,072.90           |
| FUND TOTALS                           | 26,595.41              | 33,095.69     | 30,618.20-         | 29,072.90           |
| 2014 056 SHERIFF FEE ACCOUNT          | 1.50                   | .00           | .00                | 1.50                |
| CASH                                  | 1.50                   | .00           | .00                | 1.50                |
| FUND TOTALS                           | 1.50                   | .00           | .00                | 1.50                |
| 2014 057 SO TRAINING DONATIONS FUND   | 1,979.28               | 1.67          | .00                | 1,980.95            |
| CASH/ASB                              | 1,979.28               | 1.67          | .00                | 1,980.95            |
| FUND TOTALS                           | 1,979.28               | 1.67          | .00                | 1,980.95            |
| 2014 060 IES FUND: '88 HOSPITAL BOND  | 37,218.39              | 17.39         | .00                | 37,235.78           |
| CASH/ASB                              | 37,218.39              | 17.39         | .00                | 37,235.78           |
| TODA - CD BALANCE                     | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                           | 37,218.39              | 17.39         | .00                | 37,235.78           |
| 2014 065 MPEC INTEREST & SINKING FUND | .00                    | .00           | .00                | .00                 |
| CASH                                  | .00                    | .00           | .00                | .00                 |
| BUSINESS ELITE SAVINGS ACCT           | 753,588.45             | 358,066.81    | .00                | 1,111,655.26        |
| TDOA - INVESTMENT BALANCE             | 753,588.45             | 358,066.81    | .00                | 1,111,655.26        |
| FUND TOTALS                           | 753,588.45             | 358,066.81    | .00                | 1,111,655.26        |
| 2014 070 PERMANENT IMPROVEMENT FUND   | 764,095.55             | 39,693.44     | 40,240.75-         | 763,548.24          |
| CASH/ASB                              | 764,095.55             | 39,693.44     | 40,240.75-         | 763,548.24          |
| FUND TOTALS                           | 764,095.55             | 39,693.44     | 40,240.75-         | 763,548.24          |
| 2014 071 HOCKLEY CO ROAD BOND FUND    | 20,910.62              | 17.73         | .00                | 20,928.35           |
| CASH/AIM                              | 20,910.62              | 17.73         | .00                | 20,928.35           |
| TDOA/ASB                              | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                           | 20,910.62              | 17.73         | .00                | 20,928.35           |
| 2014 072 MALLET OPERATING FUND        | 153,431.00             | 15,153.99     | 45,345.30-         | 123,239.69          |
| CASH/AIM                              | 153,431.00             | 15,153.99     | 45,345.30-         | 123,239.69          |
| FUND TOTALS                           | 153,431.00             | 15,153.99     | 45,345.30-         | 123,239.69          |
| 2014 079 DA FEDERAL FOREPTEED FUNDS   | 3,867.77               | 3.25          | 69.24-             | 3,801.78            |
| CASH                                  | 3,867.77               | 3.25          | 69.24-             | 3,801.78            |
| FUND TOTALS                           | 3,867.77               | 3.25          | 69.24-             | 3,801.78            |
| 2014 080 PM & LR FUND                 | 4,428.20               | 3.75          | .00                | 4,431.95            |
| CASH/AIM                              | 4,428.20               | 3.75          | .00                | 4,431.95            |
| FUND TOTALS                           | 4,428.20               | 3.75          | .00                | 4,431.95            |
| 2014 081 DA TRUST ACCOUNT             | 12,005.86              | 6,835.00      | 7,413.00-          | 11,427.86           |
| CASH/AIM                              | 12,005.86              | 6,835.00      | 7,413.00-          | 11,427.86           |
| FUND TOTALS                           | 12,005.86              | 6,835.00      | 7,413.00-          | 11,427.86           |
| 2014 082 DA FOREFTURE FUND            | 15,137.78              | 12.12         | 1,682.76-          | 13,467.14           |
| CASH                                  | 15,137.78              | 12.12         | 1,682.76-          | 13,467.14           |
| FUND TOTALS                           | 15,137.78              | 12.12         | 1,682.76-          | 13,467.14           |

| ACCOUNT NAME                            | BEGINNING CASH BALANCE | CASH RECEIPTS | CASH DISBURSEMENTS | ENDING CASH BALANCE |
|---|------------------------|---------------|--------------------|---------------------|
| 2014 030 LAW LIBRARY FUND               | 29,248.10              | 284.43        | 1,098.82           | 28,433.71           |
| CASH/AIM                                | 29,248.10              | 284.43        | 1,098.82           | 28,433.71           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 035 LIBRARY FUND                   | 33,535.47              | 586.47        | 15,547.30          | 18,574.64           |
| CASH/AIM                                | 33,535.47              | 586.47        | 15,547.30          | 18,574.64           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 039 DISTRICT CLERK PRESERVATION    | 28,664.02              | 169.38        | .00                | 28,833.40           |
| CASH/AIM                                | 28,664.02              | 169.38        | .00                | 28,833.40           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 040 COUNTY CLERK PRESERVATION FUND | 85,805.47              | 3,666.04      | .00                | 89,471.51           |
| CASH/AIM                                | 85,805.47              | 3,666.04      | .00                | 89,471.51           |
| TDOA - CD BALANCE - ASB                 | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                             | 85,805.47              | 3,666.04      | .00                | 89,471.51           |
| 2014 041 RECORDS MANAGEMENT OFFICER     | 11,077.38              | 568.97        | 1,623.47           | 10,022.88           |
| CASH/AIM                                | 11,077.38              | 568.97        | 1,623.47           | 10,022.88           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 042 R&B EXTRA FEE ACCOUNT          | 164,264.36             | 19,902.34     | .00                | 184,166.70          |
| CASH/ASB                                | 164,264.36             | 19,902.34     | .00                | 184,166.70          |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 043 COURTHOUSE SECURITY FUND       | 14,172.19              | 1,456.86      | 3,270.73           | 12,358.32           |
| CASH/AIM                                | 14,172.19              | 1,456.86      | 3,270.73           | 12,358.32           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 044 JUSTICE COURT TECHNOLOGY FUND  | 49,803.16              | 1,398.83      | 478.60             | 50,723.39           |
| CASH                                    | 49,803.16              | 1,398.83      | 478.60             | 50,723.39           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 045 SHERIFF CASH BOND ACCOUNT      | 41,409.42              | 3,000.00      | .00                | 44,409.42           |
| CASH                                    | 41,409.42              | 3,000.00      | .00                | 44,409.42           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 046 COUNTY CLERK CASH BOND ACCT    | 59,619.02              | .00           | .00                | 59,619.02           |
| CASH                                    | 59,619.02              | .00           | .00                | 59,619.02           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 047 JPS CASH BOND ACCOUNT          | 1,734.71               | .00           | .00                | 1,734.71            |
| CASH                                    | 1,734.71               | .00           | .00                | 1,734.71            |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 048 COUNTY CLERK                   | 25,642.16              | 26,602.27     | 26,247.16          | 25,997.27           |
| CASH                                    | 25,642.16              | 26,602.27     | 26,247.16          | 25,997.27           |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 051 JUSTICE OF PEACE #1            | 7,592.95               | 7,760.45      | 7,569.45           | 7,783.95            |
| CASH                                    | 7,592.95               | 7,760.45      | 7,569.45           | 7,783.95            |
| FUND TOTALS                             |                        |               |                    |                     |
| 2014 052 JUSTICE OF PEACE #2            | 1,376.26               | 1,632.00      | 1,242.50           | 1,765.76            |
| CASH                                    | 1,376.26               | 1,632.00      | 1,242.50           | 1,765.76            |

| ACCOUNT NAME                       | BEGINNING CASH BALANCE | CASH RECEIPTS | CASH DISBURSEMENTS | ENDING CASH BALANCE |
|------------------------------------|------------------------|---------------|--------------------|---------------------|
| 2014 010 GENERAL FUND              | 6,433,303.32           | 91,576.71     | 542,859.31         | 5,982,020.72        |
| CASH/AIM                           | .00                    | .00           | .00                | .00                 |
| AUDIT CASH ON HAND                 | .00                    | .00           | .00                | .00                 |
| TDOA/CD/ASB                        | 6,433,303.32           | 91,576.71     | 542,859.31         | 5,982,020.72        |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 011 AD VALOREM TAX ACCOUNT    | 37,337.68              | 100,031.71    | 100,000.00         | 37,369.39           |
| CASH/AIM                           | 1,871,481.98           | 2,486,836.72  | 100,000.00         | 4,258,318.70        |
| CASH/TD AD VAL EXCESS              | .00                    | .00           | .00                | .00                 |
| CASH/BE SAVINGS                    | .00                    | .00           | .00                | .00                 |
| TDOA - CD/AIM BANK                 | 4,088,087.81           | 3,872.52      | .00                | 4,091,960.33        |
| TDOA - CD/ PLANT                   | 5,996,907.47           | 2,590,740.95  | 200,000.00         | 8,387,648.42        |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 012 OFFICERS SALARY FUND      | 1,047,954.06           | 51,518.45     | 394,642.72         | 704,829.79          |
| CASH/AIM                           | 1,047,954.06           | 51,518.45     | 394,642.72         | 704,829.79          |
| AUDIT CASH ON HAND                 | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 013 AUTO REGISTRATION FUND    | 49,574.36              | 60,110.02     | .00                | 109,684.38          |
| CASH/AIM                           | 49,574.36              | 60,110.02     | .00                | 109,684.38          |
| AUDIT CASH ON HAND                 | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 014 INDIGENT HEALTH CARE FUND | 36,322.32              | 109.69        | 18,713.31          | 17,718.70           |
| CASH/AIM                           | 36,322.32              | 109.69        | 18,713.31          | 17,718.70           |
| AUDIT CASH ON HAND                 | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 016 HOCKEY COUNTY: LEOSE FUND | 16,821.93              | 14.26         | .00                | 16,836.19           |
| CASH/AIM                           | 16,821.93              | 14.26         | .00                | 16,836.19           |
| AUDIT CASH ON HAND                 | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 017 JURY FUND                 | 248,883.68             | 8,823.40      | 28,426.61          | 229,280.47          |
| CASH/AIM                           | 248,883.68             | 8,823.40      | 28,426.61          | 229,280.47          |
| AUDIT CASH ON HAND                 | .00                    | .00           | .00                | .00                 |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 021 ROAD & BRIDGE #1          | 98,387.58              | 74.14         | 49,331.49          | 49,130.23           |
| CASH/AIM                           | 12,122.17              | .00           | .00                | 12,122.17           |
| CASH/LATRD1.AIM                    | 110,509.75             | 74.14         | 49,331.49          | 61,252.40           |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 022 ROAD & BRIDGE #2          | 212,528.93             | 225.91        | 40,981.50          | 171,773.34          |
| CASH/AIM                           | 73,589.93              | .00           | .00                | 73,589.93           |
| CASH/LATRD2/AIM                    | 286,118.86             | 225.91        | 40,981.50          | 245,363.27          |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 023 ROAD & BRIDGE #3          | 417,909.43             | 355.57        | 49,771.70          | 368,493.30          |
| CASH/ASB                           | 26,676.87              | .00           | .00                | 26,676.87           |
| CASH/LATRD3                        | 444,586.30             | 355.57        | 49,771.70          | 395,170.17          |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 024 ROAD & BRIDGE #4          | 37,815.96              | 100,039.06    | 93,665.95          | 44,189.07           |
| CASH/ASB                           | 11,223.43              | .00           | .00                | 11,223.43           |
| CASH/LATRD4                        | 49,039.45              | 100,039.06    | 93,665.95          | 55,413.56           |
| FUND TOTALS                        |                        |               |                    |                     |
| 2014 025 ROAD & BRIDGE #5          | 78,009.72              | 6,036.92      | 8,702.48           | 75,344.16           |
| CASH/AIM                           | 78,009.72              | 6,036.92      | 8,702.48           | 75,344.16           |



Investment Portfolio Pledged Securities  
 AIM BANK  
 LITTLEFIELD, TX

InTrader (pledged )  
 Last: 12/31/2013  
 As-of: 01/31/2014  
 ZAIM 1018373

| SecID<br>TICKET                          | Security Description Line 1<br>Security Description Line 2 | Safeguarding Agent<br>Rate  | Maturity   | GR  | Original Face S.F.P<br>Par/Face Mbody | Pledged<br>Pledged   | Book Value<br>Market Value |
|--|--|-----------------------------|------------|-----|---------------------------------------|----------------------|----------------------------|
| <b>PLEGGED TO: hocke *HOCKLEY COUNTY</b> |  |                             |            |     |                                       |                      |                            |
| TIB 3128LLV66                            | PHLMC #280639 ARM  |                             |            |     |                                       |                      |                            |
| TIB 213001965                            |  | THE INDEPENDENT BANKERSBANK | 06/01/2042 | 305 | 2,000,000.00                          | 01/28/2014           | 1,371,529.46               |
| TIB 312800GE1                            | FHLMC GOLD #319197   | THE INDEPENDENT BANKERSBANK | 06/01/2042 | 305 | 1,300,106.40                          | 01/30/2013           | 1,353,731.32               |
| TIB 164030159                            |  | THE INDEPENDENT BANKERSBANK | 05/01/2027 | 305 | 5,400,000.00                          | 01/28/2014           | 2,541,861.13               |
| TIB 3138A45N1                            | FNMA #AH3552   | THE INDEPENDENT BANKERSBANK | 05/01/2027 | 305 | 2,440,241.90                          | 01/14/2015           | 2,605,471.27               |
| TIB 164027666                            |  | THE INDEPENDENT BANKERSBANK | 02/01/2026 | 305 | 1,072,488.94                          | 01/30/2013           | 1,146,673.76               |
| TIB 3138E4YCG                            | FNMA #AK0706   | THE INDEPENDENT BANKERSBANK | 02/01/2027 | 305 | 2,222,500.00                          | 01/28/2014           | 1,128,396.04               |
| TIB 164028308                            |  | THE INDEPENDENT BANKERSBANK | 02/01/2027 | 305 | 1,569,589.21                          | 04/09/2013           | 1,571,290.19               |
| TIB 3138E4YCG                            | FNMA #AK0706   | THE INDEPENDENT BANKERSBANK | 02/01/2027 | 305 | 3,250,000.00                          | 01/28/2014           | 1,545,649.46               |
| TIB 164028413                            |  | THE INDEPENDENT BANKERSBANK | 02/01/2027 | 305 | 2,149,020.22                          | 01/30/2013           | 2,260,229.80               |
| TIB 3138E4YCG                            | FNMA #AL0519   | THE INDEPENDENT BANKERSBANK | 03/01/2026 | 305 | 2,600,000.00                          | 01/28/2014           | 2,296,992.69               |
| TIB 164024507                            |  | THE INDEPENDENT BANKERSBANK | 03/01/2026 | 305 | 1,546,501.60                          | 05/22/2012           | 1,652,487.59               |
| TIB 3138EJNE4                            | FNMA #AL2188 ARM   | THE INDEPENDENT BANKERSBANK | 06/01/2042 | 305 | 2,900,000.00                          | 01/28/2014           | 1,914,551.10               |
| TIB 164027988                            |  | THE INDEPENDENT BANKERSBANK | 06/01/2042 | 305 | 1,819,842.74                          | 01/30/2013           | 1,869,687.45               |
| TIB 31416BHH0                            | FNMA #994933   | THE INDEPENDENT BANKERSBANK | 09/01/2023 | 305 | 3,650,000.00                          | 01/28/2014           | 1,088,864.06               |
| TIB 164060652                            |  | THE INDEPENDENT BANKERSBANK | 09/01/2023 | 305 | 1,031,459.65                          | 10/18/2010           | 1,119,634.48               |
| TIB 31418AF78                            | FNMA #MA1089   | THE INDEPENDENT BANKERSBANK | 06/01/2032 | 305 | 2,850,000.00                          | 01/28/2014           | 2,394,051.96               |
| TIB 164027935                            |  | THE INDEPENDENT BANKERSBANK | 06/01/2032 | 305 | 2,202,722.71                          | 01/30/2013           | 2,326,158.93               |
| TIB 31418AF78                            | FNMA #MA1183   | THE INDEPENDENT BANKERSBANK | 08/01/2022 | 305 | 4,000,000.00                          | 01/28/2014           | 3,118,153.02               |
| TIB 164029358                            |  | THE INDEPENDENT BANKERSBANK | 08/01/2022 | 305 | 2,930,981.84                          | 01/30/2013           | 3,089,762.52               |
| TIB 31418AJ33                            | FNMA #MA1181   | THE INDEPENDENT BANKERSBANK | 09/01/2022 | 305 | 4,950,000.00                          | 01/28/2014           | 4,016,687.12               |
| TIB 164029593                            |  | THE INDEPENDENT BANKERSBANK | 09/01/2022 | 305 | 3,780,817.18                          | 01/30/2013           | 3,942,680.84               |
| TIB 31418AJ33                            | FNMA #MA1218   | THE INDEPENDENT BANKERSBANK | 10/01/2022 | 305 | 3,950,000.00                          | 01/28/2014           | 3,276,281.41               |
| TIB 164029388                            |  | THE INDEPENDENT BANKERSBANK | 10/01/2022 | 305 | 3,084,784.10                          | 01/30/2013           | 3,216,916.69               |
| TIB 31419AY35                            | FNMA POOL AEO720   | THE INDEPENDENT BANKERSBANK | 01/01/2026 | 305 | 2,100,000.00                          | 01/28/2014           | 1,312,992.50               |
| TIB 164024025                            |  | THE INDEPENDENT BANKERSBANK | 01/01/2026 | 305 | 1,223,115.81                          | 05/22/2012           | 1,313,883.48               |
| <b>TOTAL FOR PLEDGED:</b>                |  |                             |            |     | <b>39,872,500.00</b>                  | <b>27,328,688.82</b> | <b>27,718,878.83</b>       |

The information contained herein, while believed to be reliable, is not guaranteed.  
 For assistance please contact TIB Investment Portfolio (972) 650-6078



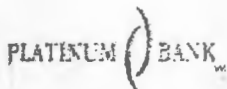
From: Stephen Gutleber <SGutleber@platinumbanktexas.com>  
 To: hockleytreasurer <hockleytreasurer@aol.com>  
 Cc: Judy Rountree <Jroutree@platinumbanktexas.com>  
 Subject: January Pledge Detail  
 Date: Mon, Feb 3, 2014 9:35 am

Denise,

See below.

| Platinum Bank<br>Pledge Agreement Summary<br>As of 1/31/14                           |                  |                 |              |               |               |                                      |  |
|--|------------------|-----------------|--------------|---------------|---------------|--------------------------------------|--|
| Attn: Denise Bohannon<br>Hockley County<br>802 Houston Street<br>Levelland, TX 79335 |                  |                 |              |               |               |                                      |  |
| Pledge Agreement Collateralized by   |                  |                 |              |               |               |                                      |  |
| Type   | Issuer           | Cusp Number     | Par Amount   | Interest Rate | Maturity Date | Current Market Value (as of 1/31/14) |  |
| CD # 6565  | Account Balance  |                 |              |               |               |                                      |  |
|  |                  | \$ 2,025,174.81 |              |               |               |                                      |  |
| CD # 6567  | Account Balance  |                 |              |               |               |                                      |  |
|  |                  | \$ 2,026,784.89 |              |               |               |                                      |  |
|  |                  | \$ 4,051,959.70 |              |               |               |                                      |  |
| WBS  | FHMA             | 3136E2HJ1       | 611,984.27   | 3.500%        | 1/1/2027      | 730,797.47                           |  |
| WBS  | GHMA             | 35241L2J4       | 715,245.54   | 4.500%        | 5/15/2025     | 558,167.36                           |  |
| WBS  | GHMA             | 35241L4J2       | 1,158,758.89 | 4.500%        | 12/20/2031    | 847,088.43                           |  |
| MUNI   | JEFFERSON TX ISO | 475214GV6       | 400,000.00   | 3.500%        | 2/15/2030     | 401,595.00                           |  |
| MUNI   | KERRVILLE TX     | 492422LQ1       | 225,000.00   | 2.750%        | 2/15/2027     | 215,351.00                           |  |
| MUNI   | MAYPEARL TX ISO  | 578489KT4       | 500,000.00   | 3.000%        | 2/15/2032     | 478,220.00                           |  |
| MUNI   | ROSENBERG TX     | 777628VC9       | 595,000.00   | 4.050%        | 3/1/2025      | 618,555.50                           |  |
| MUNI   | WEATHERFORD TX   | 947100MND       | 300,000.00   | 4.125%        | 2/1/2026      | 318,842.00                           |  |
| Total Securities Pledged   |                  |                 |              |               |               | 4,177,147.78                         |  |
| FDIC Coverage  |                  | 250,000.00      |              |               |               |                                      |  |
| Total Securities Pledged   |                  | \$ 4,177,147.78 |              |               |               |                                      |  |
| Excess Coverage  |                  | \$ (335,168.06) |              |               |               |                                      |  |
| INVESTMENT SECURITIES ARE NOT FDIC INSURED   |                  |                 |              |               |               |                                      |  |

Thanks,



Stephen Gutleber

Analyst - Department of Operations

[sgutleber@platinumbanktexas.com](mailto:sgutleber@platinumbanktexas.com)

[www.platinumbanktexas.com](http://www.platinumbanktexas.com)

Platinum Bank | 6502 Slide Rd., Suite 110 | Lubbock, TX 79424

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<http://mail.aol.com/38394-114/aol-6/en-us/mail/PrintMessage.aspx>

2/21/2014

TREASURER'S JANUARY 2014 FINANCIAL REPORT

HOCKLEY COUNTY Mallet Event Center and Arena  
 \$14,515,000 - Bond Issue - 10 Year Repayment  
 Fund 065, Series 2009 3.04%

| FYE  | Previous Balance Outstanding | Principal Payment Due | Interest Payment Due | Current Balance Outstanding |
|------|------------------------------|-----------------------|----------------------|-----------------------------|
| 2010 | \$17,636,079.00              | \$1,185,000.00        | \$312,878.88         |                             |
| PD   |                              |                       |                      | \$15,871,600.00             |
| 2011 | \$15,871,600.00              | \$1,255,000.00        | \$508,100.00         |                             |
| PD   |                              |                       |                      | \$14,108,500.00             |
| 2012 | \$14,108,500.00              | \$1,305,000.00        | \$456,900.00         |                             |
| PD   |                              |                       |                      | \$12,346,600.00             |
| 2013 | \$12,346,600.00              | \$1,360,000.00        | \$403,600.00         |                             |
| PD   |                              |                       |                      | \$10,583,000.00             |
| 2014 | \$10,583,000.00              | \$1,415,000.00        | \$348,100.00         |                             |
|      |                              |                       |                      | \$8,819,900.00              |
| 2015 | \$8,819,900.00               | \$1,475,000.00        | \$290,300.00         |                             |
|      |                              |                       |                      | \$7,054,600.00              |
| 2016 | \$7,054,600.00               | \$1,535,000.00        | \$230,100.00         |                             |
|      |                              |                       |                      | \$5,289,500.00              |
| 2017 | \$5,289,500.00               | \$1,595,000.00        | \$167,500.00         |                             |
|      |                              |                       |                      | \$3,527,000.00              |
| 2018 | \$3,527,000.00               | \$1,660,000.00        | \$102,400.00         |                             |
|      |                              |                       |                      | \$1,764,600.00              |
| 2019 | \$1,764,600.00               | \$1,730,000.00        | \$34,600.00          |                             |
|      |                              |                       |                      | \$0.00                      |

\*Principal Payments Due Annually  
 \*\*Interest Payments are Due Semi-annually

Treasurer's Monthly Report

Prepared by Denise Bohannon, Hockley County Treasurer

| Purchase Date | Account           | Bank     | Beginning Amount | Maturity Date | Interest Rate | Interest Paid | Month's Interest Earned | Current Bal    |
|---------------|-------------------|----------|------------------|---------------|---------------|---------------|-------------------------|----------------|
| 11/26/2012    | 011-AdValorem     | Platinum | \$2,000,000.00   | 11/26/2014    | 1.15%         | Monthly       | \$1,961.81              | \$2,026,784.89 |
| 11/26/2012    | 011-AdValorme     | Platinum | \$2,000,000.00   | 11/26/2014    | 1.10%         | Monthly       | \$1,910.71              | \$2,065,174.81 |
| 11/28/2011    | 060-I&S Hosp. Bd. | Aim      | \$36,481.21      | 11/28/2014    | 0.55%         | Monthly       | \$17.39                 | \$37,252.59    |

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the release of securities at Platinum Bank, as per Letter of Agreement recorded below.

# PLATINUM BANK

As of March 31, 2014 Platinum Bank's Safekeeping Agent will be changing from AloStar Bank of Commerce to Bank of Oklahoma.

To facilitate the change, we are asking that you give AloStar Bank of Commerce permission to transfer the securities that they currently have pledged to you on our behalf to Bank of Oklahoma. Bank of Oklahoma will be instructed to re-pledge those securities upon receipt.

At no time will the securities be unpledged from Hockley County. The nature of the pledge agreement will remain the same.

If this arrangement is agreeable, please sign below and return to Platinum Bank.

## Authorization

As authorized representatives of the entity below we agree to allow the release and transfer on March 31, 2014 by AloStar Bank of Commerce on behalf of Platinum Bank, Lubbock Texas, to Bank of Oklahoma the securities which are pledged to our entity. It is our understanding that Bank of Oklahoma will pledge on behalf of Platinum Bank as of the same day and will reissue pledge receipts for the same securities upon completion of transfer.

Hockley County

Entity Name

Bob Chapman Kevin Barnett

Authorized Signatures

Raymond J. Carter, Peter A. ... J. L. Barnett, Tommy C. ...

Entity Address

802 Houston

Entity Address

Levelland, Tx 79334

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Tax Refund in the amount of Two Thousand Four Hundred Sixty Two Dollars and Ninety Two Cents (\$2462.92) to Intax, Inc. approve the Tax Refund in the amount of Four Thousand One Hundred Twenty Eight Dollars and Sixty Four Cents (\$4128.64) to Worley Welding Works, approve the Tax Refund in the amount Seven Hundred Four Dollars and Forty Three Cents (\$704.43) to Energy Inc., approve the Tax Refund in the amount of Six Hundred Forty Dollars and Twenty Five Cents (\$640.25) to Royalty Acct., approve the Tax Refund in the amount of Six Hundred Seven Dollars and Twenty One Cents (\$607.21) to Frankie Karvas, approve the Tax Refund in the amount of One Thousand Eighty Two Dollars and Thirty Cents (\$1082.30) to Frankie Karvas, as per request of Debra Bramlett, Tax Assessor/Collector.

Commissioners' Court heard a presentation by Mark Harral concerning wind turbines. Discussion only.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Agreement between Lubbock County and Hockley County concerning the Regional Public Defender for Capital Cases, as per Interlocal Agreement recorded below.

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between LUBBOCK COUNTY, TEXAS ("LUBBOCK COUNTY"), a political subdivision of the State acting through the Regional Public Defender for Capital Cases (the "PD"), and HALL COUNTY, TEXAS ("PARTICIPANT"), a political subdivision of the State of Texas individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide a government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I  
PROGRAM

1.01 Program Purpose and Term. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Match Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed attorneys for individuals charged with the offense of capital murder (death-eligible) in participating counties and who cannot afford to hire their own attorney. Inmates of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offender's private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions participating in the program. Each county's participatory costs within the first year of eligibility are based upon funding by the Texas Indigent Defense Commission Match Discretionary Grant Program Funds (the "TIDC") and cost-sharing commensurate with their region's applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the office on a cost-sharing basis (Year 1 of Region's inclusion - 100% funded by TIDC, Year 2 of Region's inclusion - 100% funded by TIDC, Year 3 of Region's inclusion - 80% funded by TIDC, Year 4 of Region's inclusion - 60% funded by TIDC,



Region's inclusion – 40% funded by TIDC, Year 6 of Region's inclusion – 0% funded by TIDC). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2012 through 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute as follows, during Year 1 of inclusion - 0%, Year 2 of inclusion – 30%, Year 3 of inclusion – 40%, Year 4 of inclusion – 60%, Year 5 of inclusion – 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000 per county). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of that county's region (50%) and the average number of capital murder cases filed between 1998 and 2008 as a percentage of the whole of that county's region (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The PD will develop a plan to share costs among the counties beyond the TIDC grant period; however, the PD's obligation to perform after the TIDC grant period is contingent upon receipt of continued county funding.

Interlocal Agreement shall become effective October 1, 2013, and continue through September 30, 2014. Thereafter, this agreement shall renew automatically each October 1<sup>st</sup> for successive one-year terms through September 30, 2017 unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the

Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

**If to LUBBOCK COUNTY:**

Honorable Tom V. Head  
County Judge  
Lubbock County  
PO Box 10536  
Lubbock, Texas 79408

**And:**

Jack Stoffregen  
Chief Public Defender  
Regional Public Defender for Capital Cases  
P O Box 2097  
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Larry David Sprowls  
County Judge  
Hockley County  
802 Houston St, Ste 101  
Levelland, Texas 79336

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

SIGNED AND EXECUTED this 24 day of March, 2014.

COUNTY OF LUBBOCK

COUNTY OF HOCKLEY

\_\_\_\_\_  
Honorable Thomas V. Head  
County Judge

\_\_\_\_\_  
Honorable Larry David Sprowls  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Honorable Kelly Pinion  
Lubbock County Clerk

\_\_\_\_\_  
Hockley County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jack Stoffregen  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

No action taken by Commissioners' Court on the vacancy of Justice of the Peace #4 position.

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 24<sup>th</sup>  
day of March, A. D. 2014, was examined by me and approved.

Curtis Thues  
Commissioner, Precinct No. 1

Amy Carter  
Commissioner, Precinct No. 2

L. L. Barrett  
Commissioner, Precinct No. 3

Tommy Cleys  
Commissioner, Precinct No. 4

Raymond  
County Judge

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