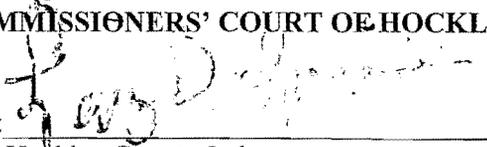


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 5TH 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 Special Meeting of the Commissioners Court held Monday, July 29, 2013.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 5, 2013.
3. Hear Public Assistance monthly report.
4. Hear Treasurer's monthly report.
5. Consider and take necessary to approve the Bond and Oath of Dilia C. Montez and Michael Lance Scott.
6. Consider and take necessary action to approve the 2014 Hockley County Sheriff and Constable Fee Schedule.
7. Consider and take necessary action to approve the purchase through the Buy Board of a 8460T 770G Motorgrader for Precinct #2 with a trade in of a 2009 John Deere 770D S/N 623151.
8. Consider and take necessary action to approve the Agreement between Hockley County and Chapman Harvey Architects, Inc. for the renovation of 624 Ave. H.
9. Consider and take necessary action to accept the resignation of Jerry Boudreaux, Justice of the Peace, Precinct #5.

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 2ND day of August, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

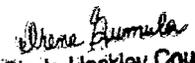
Dated this 2ND day of August, 2013.



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

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

AUG 02 2013


County Clerk, Hockley County, Texas

REGULAR MEETING
AUGUST 5, 2013

Be it remembered that on this the 5th day of August A.D. 2013, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioner's Court, held on the 29th day of July A. D. 2013, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 5, A. D. 2013, be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her July, 2013 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 July 2013

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Thomas Gentle	1837 Ave. I Apt 109D	Levelland	Gas	\$ 21.17
Fernando Dominguez, Sr.	501 Travis, #41	Levelland	Shelter	\$150.00
Sonya Lockridge	302 - 10 th	Levelland	Shelter	\$150.00

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>
Roxanne Gonzales	701 MLK St, Apt 414	Levelland
Fernando Dominguez Sr.	501 Travis, #41	Levelland
Betty Alaniz	400 N. Cedar #57	Levelland
Janet Smith	107 Ave. E, Apt. A	Levelland
Ashley Leaks	122 Cypress	Levelland
Flor Quezada	561 Evening Tower Rd	Levelland
Clara Martinez	1209 Ave J	Levelland
Phyllis Coe	1812 9 th	Levelland

Motion by Commissioner Carter, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Treasurers' Monthly Report
for the Month of June, 2013, as per Report recorded below.

TREASURER'S JUNE 2013 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)} **\$18,715,992.58 Months 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 with the exception of our Business Savings Accounts. Interest for our Savings Accounts will post the month after each quarter.

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.

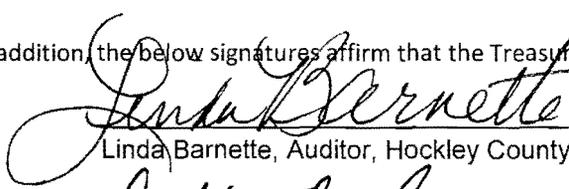
Filed with accompanying vouchers this the 5 day of Aug, 2013.



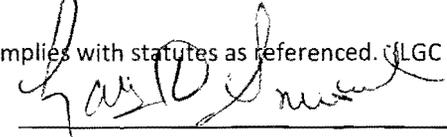
Denise Bohannon, Treasurer, Hockley County

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)}

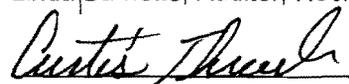
In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}



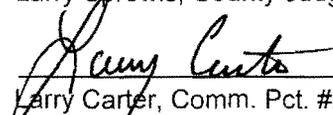
Linda Barnette, Auditor, Hockley County / Date



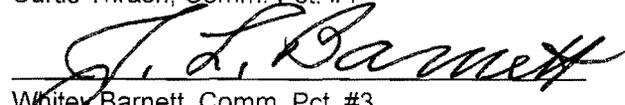
Larry Sprowls, County Judge



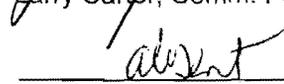
Curtis Thrash, Comm. Pct. #1



Larry Carter, Comm. Pct. #2

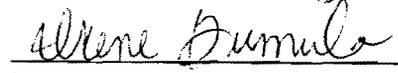


Whitey Barnett, Comm. Pct. #3



Tommy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 5th day of Aug, 2013.



Irene Gumula, County Clerk

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

SECTION 1 – Cash Flow

Page 1-5 Combined Statement of Cash Receipts and Disbursements

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}

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

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2013 096 CA/DA PRE-TRIAL DIVERSION FUND				
CASH	<u>39,495.86</u>	<u>2,618.35</u>	<u>.00</u>	<u>42,114.21</u>
FUND TOTALS	39,495.86	2,618.35	.00	42,114.21
2013 098 CLEARING FUND				
CASH	<u>.00</u>	<u>1,064,830.27</u>	<u>1,064,830.27-</u>	<u>.00</u>
FUND TOTALS	.00	1,064,830.27	1,064,830.27-	.00
GRAND TOTALS	<u>19,137,662.93</u>	<u>3,277,384.73</u>	<u>3,699,055.08-</u>	<u>18,715,992.58</u>

June Int / 12,824.35

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	11,235.86	12,484.72	1,642.22-	22,078.36
2013 082 DA FORFEITURE FUND				
CASH	14,626.94	11.53	.00	14,638.47
FUND TOTALS	14,626.94	11.53	.00	14,638.47
2013 083 CA THEFT OF SERVICE				
CASH	4,611.13	1,707.12	2,008.73-	4,309.52
FUND TOTALS	4,611.13	1,707.12	2,008.73-	4,309.52
2013 084 SHERIFF WORK RELEASE PROGRAM				
CASH	1,827.78	1.43	.00	1,829.21
FUND TOTALS	1,827.78	1.43	.00	1,829.21
2013 085 HOCKLEY CO GRANTS FUND				
CASH	8,274.86	6.52	.00	8,281.38
FUND TOTALS	8,274.86	6.52	.00	8,281.38
2013 086 JAG GRANT FUND				
CASH	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2013 087 HC JUVENILE PROBATION FEES				
CASH/AIM	40,161.41	151.73	.00	40,313.14
FUND TOTALS	40,161.41	151.73	.00	40,313.14
2013 088 PAYROLL CLEARING ACCOUNT				
CASH/ASB	1,138.80	271,096.56	271,076.78-	1,158.58
FUND TOTALS	1,138.80	271,096.56	271,076.78-	1,158.58
2013 089 SEIZURE PROCEEDS FUND				
CASH/ASB	27,330.82	21.55	.00	27,352.37
FUND TOTALS	27,330.82	21.55	.00	27,352.37
2013 090 JUVENILE PROBATION FUND				
CASH/AIM	37,697.21	33,266.92	40,726.56-	30,237.57
FUND TOTALS	37,697.21	33,266.92	40,726.56-	30,237.57
2013 091 JUVENILE PROBATION RESTITUTION				
CASH	10,786.31	158.50	150.00-	10,794.81
FUND TOTALS	10,786.31	158.50	150.00-	10,794.81
2013 092 HOCKLEY COUNTY COMMUNITY SUPER				
CASH/ASB	53,404.54	72,902.31	32,819.10-	93,487.75
FUND TOTALS	53,404.54	72,902.31	32,819.10-	93,487.75
2013 093 HOCKLEY COUNTY MEDICAL FUND				
CASH/ASB	9,984.89	32.84	80.00-	9,937.73
FUND TOTALS	9,984.89	32.84	80.00-	9,937.73
2013 094 COUNTY ATTORNEY RESTITUTION				
CASH/ASB	736.42-	912.67	1,396.82-	1,220.57-
FUND TOTALS	736.42-	912.67	1,396.82-	1,220.57-
2013 095 D A RESTITUTION FUND				
CASH/ASB	2,937.56	77.32	.00	3,014.88
FUND TOTALS	2,937.56	77.32	.00	3,014.88

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	1,595.76	1,626.20	2,479.20-	742.76
2013 054 JUSTICE OF PEACE #4				
CASH	945.15	1,668.00	939.20-	1,673.95
FUND TOTALS	945.15	1,668.00	939.20-	1,673.95
2013 055 JUSTICE OF PEACE #5				
CASH	36,284.72	31,670.51	39,688.05-	28,267.18
FUND TOTALS	36,284.72	31,670.51	39,688.05-	28,267.18
2013 056 SHERIFF FEE ACCOUNT				
CASH	1,160.04	.59	405.00-	755.63
FUND TOTALS	1,160.04	.59	405.00-	755.63
2013 057 SO TRAINING DONATIONS FUND				
CASH/ASB	1,967.94	1.54	.00	1,969.48
FUND TOTALS	1,967.94	1.54	.00	1,969.48
2013 060 I&S FUND: '88 HOSPITAL BOND				
CASH/ASB	37,031.32	31.45	.00	37,062.77
TODA - CD BALANCE	.00	.00	.00	.00
FUND TOTALS	37,031.32	31.45	.00	37,062.77
2013 065 MPEC INTEREST & SINKING FUND				
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	417,101.24	7,649.42	.00	424,750.66
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	417,101.24	7,649.42	.00	424,750.66
2013 066 MALLET CONSTRUCTION FUND				
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	.00	.00	.00	.00
TDOA - CD	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2013 070 PERMANENT IMPROVEMENT FUND				
CASH/ASB	333,894.79	263.28	.00	334,158.07
FUND TOTALS	333,894.79	263.28	.00	334,158.07
2013 071 HOCKLEY CO ROAD BOND FUND				
CASH/AIM	20,790.05	16.39	.00	20,806.44
TDQA/ASB	.00	.00	.00	.00
FUND TOTALS	20,790.05	16.39	.00	20,806.44
2013 072 MALLET OPERATING FUND				
CASH/AIM	217,585.55	32,064.66	42,510.03-	207,140.18
FUND TOTALS	217,585.55	32,064.66	42,510.03-	207,140.18
2013 079 DA FEDERAL FORFEITED FUNDS				
CASH	4,224.56	3.24	.00	4,227.80
FUND TOTALS	4,224.56	3.24	.00	4,227.80
2013 080 FM & LR FUND				
CASH/AIM	4,402.71	3.46	.00	4,406.17
FUND TOTALS	4,402.71	3.46	.00	4,406.17
2013 081 DA TRUST ACCOUNT				
CASH/AIM	11,235.86	12,484.72	1,642.22-	22,078.36

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	27,653.52	231.92	.00	27,885.44
2013 035 LIBRARY FUND				
CASH/AIM	49,593.91	2,293.90	15,910.82-	35,976.99
FUND TOTALS	49,593.91	2,293.90	15,910.82-	35,976.99
2013 039 DISTRICT CLERK PRESERVATION				
CASH/AIM	17,557.14	164.75	.00	17,721.89
FUND TOTALS	17,557.14	164.75	.00	17,721.89
2013 040 COUNTY CLERK PRESERVATION FUND				
CASH/AIM	45,426.17	5,640.65	3,709.62-	47,357.20
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	45,426.17	5,640.65	3,709.62-	47,357.20
2013 041 RECORDS MANAGEMENT OFFICER				
CASH/AIM	11,542.67	831.36	161.98-	12,212.05
FUND TOTALS	11,542.67	831.36	161.98-	12,212.05
2013 042 R&B EXTRA FEE ACCOUNT				
CASH/ASB	213,861.61	20,537.77	200,000.00-	34,399.38
FUND TOTALS	213,861.61	20,537.77	200,000.00-	34,399.38
2013 043 COURTHOUSE SECURITY FUND				
CASH/AIM	12,833.41	1,800.21	2,282.58-	12,351.04
FUND TOTALS	12,833.41	1,800.21	2,282.58-	12,351.04
2013 044 JUSTICE COURT TECHNOLOGY FUND				
CASH	48,038.65	1,620.19	1,014.56-	48,644.28
FUND TOTALS	48,038.65	1,620.19	1,014.56-	48,644.28
2013 045 SHERIFF CASH BOND ACCOUNT				
CASH	36,909.42	.00	.00	36,909.42
FUND TOTALS	36,909.42	.00	.00	36,909.42
2013 046 COUNTY CLERK CASH BOND ACCT				
CASH	53,619.02	.00	.00	53,619.02
FUND TOTALS	53,619.02	.00	.00	53,619.02
2013 047 JP5 CASH BOND ACCOUNT				
CASH	1,422.71	.00	.00	1,422.71
FUND TOTALS	1,422.71	.00	.00	1,422.71
2013 048 COUNTY CLERK				
CASH	37,475.08	35,963.95	38,149.33-	35,289.70
FUND TOTALS	37,475.08	35,963.95	38,149.33-	35,289.70
2013 050 JUSTICE BENEFIT FUND				
CASH	34,098.89	26.88	.00	34,125.77
FUND TOTALS	34,098.89	26.88	.00	34,125.77
2013 051 JUSTICE OF PEACE #1				
CASH	8,003.94	4,154.40	7,582.44-	4,575.90
FUND TOTALS	8,003.94	4,154.40	7,582.44-	4,575.90
2013 052 JUSTICE OF PEACE #2				
CASH	1,595.76	1,626.20	2,479.20-	742.76

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2013 010 GENERAL FUND				
CASH/AIM	4,675,101.70	105,038.98	1,267,873.13-	3,512,267.55
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	<u>4,675,101.70</u>	<u>105,038.98</u>	<u>1,267,873.13-</u>	<u>3,512,267.55</u>
2013 011 AD VALOREM TAX ACCOUNT				
CASH/AIM	37,119.50	28.47	.00	37,147.97
CASH/TO AD VAL EXCESS	6,508,629.58	52,186.21	.00	6,560,815.79
CASH/BUSINESS ELITE SAVINGS	.00	22,752.41	22,752.41-	.00
TDOA - CD/ PLAT	<u>4,061,459.05</u>	<u>3,846.71</u>	<u>.00</u>	<u>4,065,305.76</u>
FUND TOTALS	<u>10,607,208.13</u>	<u>78,813.80</u>	<u>22,752.41-</u>	<u>10,663,269.52</u>
2013 012 OFFICERS SALARY FUND				
CASH/AIM	<u>366,819.73</u>	<u>1,052,293.89</u>	<u>346,007.00-</u>	<u>1,073,106.62</u>
FUND TOTALS	366,819.73	1,052,293.89	346,007.00-	1,073,106.62
2013 013 AUTO REGISTRATION FUND				
CASH/AIM	<u>405,467.93</u>	<u>183,664.72</u>	<u>.00</u>	<u>589,132.65</u>
FUND TOTALS	405,467.93	183,664.72	.00	589,132.65
2013 014 INDIGENT HEALTH CARE FUND				
CASH/AIM	<u>80,187.22</u>	<u>58.59</u>	<u>7,817.04-</u>	<u>72,428.77</u>
FUND TOTALS	80,187.22	58.59	7,817.04-	72,428.77
2013 016 HOCKLEY COUNTY: LEASE FUND				
CASH/AIM	<u>17,861.61</u>	<u>14.08</u>	<u>.00</u>	<u>17,875.69</u>
FUND TOTALS	17,861.61	14.08	.00	17,875.69
2013 017 JURY FUND				
CASH/AIM	<u>97,059.36</u>	<u>1,675.10</u>	<u>26,379.52-</u>	<u>72,354.94</u>
FUND TOTALS	97,059.36	1,675.10	26,379.52-	72,354.94
2013 021 ROAD & BRIDGE #1				
CASH/AIM	206,186.05	59,638.64	41,940.60-	223,884.09
CASH/LAT1 AIM	<u>3,230.12</u>	<u>.00</u>	<u>.00</u>	<u>3,230.12</u>
FUND TOTALS	<u>209,416.17</u>	<u>59,638.64</u>	<u>41,940.60-</u>	<u>227,114.21</u>
2013 022 ROAD & BRIDGE #2				
CASH/AIM	115,640.51	59,571.50	76,733.50-	98,478.51
CASH/LATRD2/AIM	<u>64,697.88</u>	<u>.00</u>	<u>.00</u>	<u>64,697.88</u>
FUND TOTALS	<u>180,338.39</u>	<u>59,571.50</u>	<u>76,733.50-</u>	<u>163,176.39</u>
2013 023 ROAD & BRIDGE #3				
CASH/ASB	329,975.95	59,700.24	82,265.95-	307,410.24
CASH/LATRD3	<u>17,784.82</u>	<u>.00</u>	<u>.00</u>	<u>17,784.82</u>
FUND TOTALS	<u>347,760.77</u>	<u>59,700.24</u>	<u>82,265.95-</u>	<u>325,195.06</u>
2013 024 ROAD & BRIDGE #4				
CASH/ASB	140,915.91	59,561.49	52,064.00-	148,413.40
CASH/LATRD4	<u>2,331.44</u>	<u>.00</u>	<u>.00</u>	<u>2,331.44</u>
FUND TOTALS	<u>143,247.35</u>	<u>59,561.49</u>	<u>52,064.00-</u>	<u>150,744.84</u>
2013 025 ROAD & BRIDGE #5				
CASH/AIM	<u>69,397.05</u>	<u>8,808.64</u>	<u>5,658.64-</u>	<u>72,547.05</u>
FUND TOTALS	69,397.05	8,808.64	5,658.64-	72,547.05
2013 030 LAW LIBRARY FUND				
CASH/AIM	27,653.52	231.92	.00	27,885.44

Investment Portfolio Pledged Securities
 AIM BANK
 LITTLEFIELD, TX

InTrader (pledged)
 Last : 06/30/2013
 As-of: 07/31/2013
 2AIM 1018373

Sec ID Loc	Ticket	Security Description Line 1 Security Description Line 2	Safekeeping Agent			Original Face S & P Par/Curr Face Moody	Priced Pledged	Book Value Market Value
			Rate	Maturity	Grp			
PLEDGED TO: hockc		*HOCKLEY COUNTY						
3128LLV86		FHLMC #2B0639 ARM				2,000,000.00	07/26/2013	1,636,275.21
TIB	213001965		2.308	06/01/2042	305	1,561,670.46	01/30/2013	1,590,042.86
3128Q0GE1		FHLMC GOLD #J19197				3,400,000.00	07/26/2013	2,755,125.78
TIB	164030159		3	05/01/2027	305	2,631,603.23	04/11/2013	2,697,474.44
3138A45N1		FNMA #AH3552				2,100,000.00	07/26/2013	1,280,798.73
TIB	164027666		3.5	02/01/2026	305	1,197,658.96	01/30/2013	1,251,531.53
3138E4YC9		FNMA #AK0705				2,222,500.00	07/26/2013	1,722,952.71
TIB	164028308		3.5	02/01/2027	305	1,609,608.44	04/03/2013	1,681,953.80
3138E4YC9		FNMA #AK0706				3,250,000.00	07/26/2013	2,518,783.93
TIB	164028413		3.5	02/01/2027	305	2,353,758.13	01/30/2013	2,459,550.00
3138EGSH8		FNMA #AL0519				2,500,000.00	07/26/2013	1,862,361.22
TIB	164024507		4	03/01/2026	305	1,720,629.05	05/22/2012	1,853,599.19
3138EJNE4		FNMA #AL2188 ARM				2,900,000.00	07/26/2013	2,338,557.84
TIB	164027988		2.373	06/01/2042	305	2,222,715.61	01/30/2013	2,268,260.56
31416BHJ0		FNMA #994933				3,650,000.00	07/26/2013	1,285,243.90
TIB	164006062		5	09/01/2023	305	1,216,015.49	10/18/2010	1,307,007.59
31418AF78		FNMA #MA1089				2,850,000.00	07/26/2013	2,607,735.65
TIB	164027935		4	06/01/2032	305	2,397,265.22	01/30/2013	2,499,538.00
31418AH76		FNMA #MA1153				4,000,000.00	07/26/2013	3,471,793.08
TIB	164029358		3	08/01/2022	305	3,263,964.00	01/30/2013	3,392,404.54
31418AJ33		FNMA #MA1181				4,950,000.00	07/26/2013	4,488,415.47
TIB	164029593		3	09/01/2022	305	4,215,955.10	01/30/2013	4,382,188.23
31418AK80		FNMA #MA1218				3,950,000.00	07/26/2013	3,632,429.78
TIB	164029389		3	10/01/2022	305	3,412,115.70	01/30/2013	3,546,787.51
31419AY35		FNMA POOL AE0729				2,100,000.00	07/26/2013	1,454,589.19
TIB	164024025		4	01/01/2026	305	1,353,168.64	05/22/2012	1,452,356.21
TOTAL FOR PLEDGE ID hockc								
		Pledged: 13	Orig Face: 39,872,500.00		Current Face: 29,156,128.03	Market: 30,382,694.46	Book: 31,055,062.49	

VOL. 60 PAGE 085

Platinum Bank
Pledge Agreement Summary
As of 06/30/13

Attn: Denise Bohannon Hockley County 802 Houston Street Levelland, TX 79336
--

VOL. 60 PAGE 086

Pledge Agreement Collateralized by

	Account Balance
CD # 8565	\$ 2,052,020.73
CD # 8567	\$ 2,013,285.03
	\$ 4,065,305.76

Type	Issuer	Cusip Number	Par Amount	Interest Rate	Maturity Date	Current Market Value (as of 6/30/13)
MBS	FNMA	3138E2MJ1	811,984.37	3.500%	1/1/2027	835,862.28
MBS	GNMA	36241L2J4	715,246.54	4.500%	8/15/2026	648,851.47
MBS	GNMA	36241L4J2	1,158,798.99	4.500%	12/20/2031	1,020,401.11
MUNI	JEFFERSON TX ISD	475214GV8	400,000.00	3.500%	2/15/2030	390,600.00
MUNI	KERRVILLE TX	492422LQ1	225,000.00	2.750%	2/15/2027	214,114.50
MUNI	MAYPEARL TX ISD	578469KT4	500,000.00	3.000%	2/15/2032	468,585.00
MUNI	ROSENBERG TX	777628VC9	595,000.00	4.050%	3/1/2025	623,530.25
MUNI	WEATHERFORD TX	947100MN0	300,000.00	4.125%	3/1/2026	319,479.00

Total Securities Pledged 4,521,423.59

FDIC Coverage	<u>250,000.00</u>
Total Securities Pledged	<u>\$ 4,521,423.59</u>
Excess Coverage	<u>\$ (706,117.83)</u>

INVESTMENT SECURITIES ARE NOT FDIC INSURED

**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	
PAID			\$266,600.00	\$15,871,600.00
2011	\$15,871,600.00	\$1,255,000.00	\$508,100.00	
PAID			\$0.00	\$14,108,500.00
2012	\$14,108,500.00	\$1,305,000.00	\$456,900.00	
PAID				\$12,346,600.00
2013	\$12,346,600.00	\$1,360,000.00	\$403,600.00	
				\$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

Certificates of Deposit

Purchase Date	Account	Bank	Beginning Amount	Maturity Date	Interest Rate	Interest Paid	Month's Interest Earned	
11/26/2012	011-AdValorem	PLATINUM	2,000,000.00	11/26/2014	1.14%	Monthly	\$1,948.12	***567
11/26/2012	011-AdValorem	PLATINUM	2,039,072.20	11/26/2013	1.09%	Monthly	\$1,898.54	***565
11/28/2011	060-I&S Hosp. Bd	AIM	36,481.21	11/28/2013	1.00%	Monthly	\$31.45	***736

Motion by Commissioner Barnett, seconded by Commissioner Carter
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath of
Delia C. Montez and Michael Lance Scott, as per Official Bond and Oath

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of HOCKLEY } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. **OFF-54939467**

That we, Delia C. Montez, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Governor State of Texas, his successors in office,

in the sum of² Five Thousand and 00/100 ----- DOLLARS (\$5,000.00),
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

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

Dated this 30th day of July, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of July, 2013, duly appointed to the office of County Atty/DA Clerk in and for³ Hockley
(Elected-Appointed)

County, State of Texas, for a term of indefinite year commencing on the 1st 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~~

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.

Delia C. Montez 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

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed _____

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

SEAL _____ County, Texas

OATH OF OFFICE
(General)

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

Signed _____

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

SEAL _____ County, Texas

THE STATE OF TEXAS
County of Hockley } ss

The foregoing bond of Abelia C. Montez as County Clerk in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date August 5, 2013
Alene Gumbel Clerk [Signature] County Judge,
County Court Hockley County Hockley County, Texas

THE STATE OF TEXAS
County of _____ } ss

OFFICIAL BOND REQUIREMENTS

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

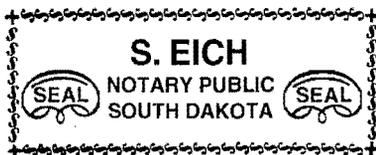
ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

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

_____, _____, personally appeared Paul T. Bruflat

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



S. Eich
Notary Public

My Commission Expires February 12, 2015

1 IMPORTANT NOTICE

To obtain information or make a complaint:

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

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

1-800-331-6053

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

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

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

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

7 PREMIUM OR CLAIM DISPUTES:

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

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-331-6053

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

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

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hockley } ss

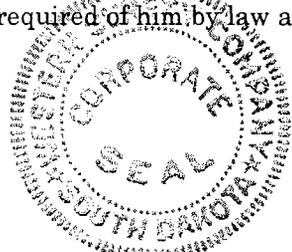
KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 54939425

That we, Michael Lance Scott, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹ Governor of Texas, his successors in office, in the sum of ² One Thousand and 00/100 DOLLARS (\$1,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of April, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly appointed to the office of Constable Pct. 5 in and for ³ Hockley County, State of Texas, for a term of one year commencing on the 28th day of August, 2013 (Elected—Appointed)

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties imposed by law.



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

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

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
} ss

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed _____

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

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

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

Signed _____

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

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Hockley } ss

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

ATTEST:

Date August 5, 2013
[Signature] County Judge,

[Signature] Clerk
County Court Hockley County

Hockley County, Texas

THE STATE OF TEXAS }
County of _____ } ss

OFFICIAL BOND REQUIREMENTS

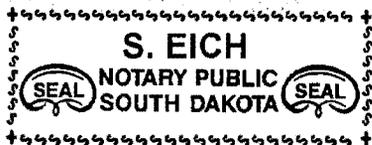
OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney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

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 16th day of

April, 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

1 IMPORTANT NOTICE

To obtain information or make a complaint:

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

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

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:
P.O. Box 5077
Sioux Falls, SD 57117-5077

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

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

7 PREMIUM OR CLAIM DISPUTES:

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

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:
P.O. Box 5077
Sioux Falls, SD 57117-5077

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

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

Motion by Commissioner Carter, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2014 Hockley County Sheriff
and Constable Fee Schedule, as per Fee Schedule recorded below.

HOCKLEY COUNTY 2014 SHERIFF'S AND CONSTABLE FEES

NOTICES:

Subpoenas	\$75.00
Subpoena-Duces Tecum	\$75.00
Deposition Subpoena	\$75.00
Summons	\$75.00
Forcible Detainer	\$75.00
Writ of Attachment (Person)	\$125.00
Writ of Attachment (Property)	\$175.00
Writ of Garnishment	\$175.00
Writ of Sequestration	\$175.00
Writ of Possession	\$175.00
Writ of Re-Entry	\$175.00

OTHER SERVICE FEES:

Writ of Execution	\$175.00
Writ of Restitution	\$175.00
Writ of Habeas Corpus	\$150.00
Writ of Injunction	\$150.00
All other Writs	\$150.00
Small Claims Citation.	\$ 75.00
Justice Court Citation	\$ 75.00
Personal Citation	\$ 75.00
Citation Scire Facias	\$ 75.00
Citation by Posting	\$ 60.00
All other Courts' Citations	\$ 75.00
Notice to Show Cause	\$ 75.00
Precept to Serve	\$ 75.00
Order of Sale	\$175.00
Tax Warrant	\$175.00

FOR EXECUTING EACH MENTAL:

Illness Warrant	\$150.00
Distress Warrant	\$150.00
Abstract of Judgment	\$ 60.00
Temporary Restraining Order	\$ 60.00
Temporary Protective Order	\$ 60.00
Judgment Nisi	\$ 60.00
Criminal Warrants	\$ 50.00
Capias	\$ 50.00

Capias Pro Fines	
Felonies & Misdemeanors	\$ 50.00
Bailiff's fee for each civil case tries in a District or County Court	\$ 75.00

POSTING OF NOTICES:

Seizures & Sales	\$ 20.00
Preparation of Notice of Sale	\$ 20.00
All Writs and/or Orders involving the Seizure of Property, Sale of Property or the Enforcement of a Judgment that exceed four hours in the execution or enforcement of such writ/order will be assessed an additional fee per officer of \$35.00 per hour for each hour or portion thereof.	

Commission to be collected for a Sheriff's Sale:

First \$100.00, 10%; over \$100.00, but not exceeding \$1000.00, 6%; over \$1000.00, but not exceeding \$5000.00, 3%; all sums over \$5000.00, but not exceeding \$300,000.00, 2%

ESTRAY FEE:

Impounding/Hauling Large Animal (Cattle, Horses, Ostrich, Emu, Llama, etc.)	\$ 100.00
Impounding/Hauling Large Animal each additional animal	\$ 50.00
Impounding/Hauling Small Animal (Goats, Sheep, etc.) Five (5) or less	\$ 100.00
Impounding/Hauling Small Animal each additional animal (over 5)	\$ 50.00
Boarding & Feeding Large Animal Per day/per animal	\$ 25.00
Boarding & Feeding Small Animal Per day/per animal	\$ 20.00
Release Fee per animal	\$ 25.00
If roundup, hauling and/or care is done by Contract, cost will be assessed by Contractor. Cost for any special care (i.e. vet care, etc.) will be assessed by Caregiver. Cost of Boarding & Feeding may increase depending on location animal (s) held. (i.e. vet clinic, etc.)	

SHERIFF'S OFFICE FEES:

Bond Agent I.D. Card	\$ 10.00
Reports (offense, book-in.)	\$ 15.00
Mug Shot (new photo)	\$ 10.00

For Executing a Deed to each purchaser of real estate under Execution of Order of Sale \$ 70.00
For Executing a Bill of Sale to each purchaser of personal property under Execution of Order of Sale, when demanded by purchaser \$ 70.00

Pursuant to rule 126 of the Texas Rules of Court, all fees, for any/all civil cases originating outside the County of Hockley and/or the State of Texas, must be collected in advance except when Paupers' Oath is filed. The Sheriff or Constable will not execute any process until fees are received.

For a Writ, Venditional Exponas, Order of Sale And Mental/Alcohol/Drug Commitment served which exceeds two hours, the following fee is required for an officer to perform service and to return from performing the service: an additional fee per hour of \$35.00 and \$0.56 per mile for mileage. **If ordered** by the court to transport to court of jurisdiction: sheriff fee per hour/per officer, of \$35.00 and \$0.56 per mile, plus meals not to exceed \$30.00 per day and overnight lodging cost, if necessary.

ADDRESS: County Clerk
802 Houston Street, Suite 213
Levelland, Texas 79336
806-894-3185

Motion by Commissioner Carter, seconded by Commissioner Thrash
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of a 8460T 770G
Motorgrader for Precinct #2, with a trade in of a 2009 John Deere 770D S/N 623151, in the
amount of Seventy Eight Thousand Dollars (\$78,000), as per Purchase Order recorded below.

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to (800)211-5454

BuyBoard Vendor: YELLOWHOUSE MACHINERY COMPANY
 [Address P.O. to:] 3405 E SLATON HWY
LUBBOCK, TEXAS 79404

Prepared By: HOWARD GARLINGTON
 Vendor Phone: 806-763-0473
 Vendor Fax: 806-763-0331
 Vendor Toll Free 800-658-9878
 Date Prepared 8/5/2013

Government Agency: HOCKLEY COUNTY PRECINCT 2 Gov. Agency
 [Ship to:] 802 HOUSTON STE 102 [Bill to:]
LEVELLAND, TEXAS 79336

HOCKLEY COUNTY PRECINCT 2
802 HOUSTON STE 102
LEVELLAND, TEXAS 79336

Contacts Name: LARRY CARTER Gov. Agn. Phone No: (806)894-4092
 Product Description: 8460T 770G MOTORGRADER

G. A. Fax No: (806)894-6820

I: BuyBoard Contract #126-01 Price List: \$289,750.00 Base Price \$ 289,750.00

II: Base Bid Option: (Itemize Below)

* 1010 STANDARD HYD CNTRL S	\$ -	* 1130 9.0L ENG EPA TIER IV	\$ 30,015.00
* 1230 150 AMP ALTERNATOR	\$ 601.00	* 1320 NO QUICK SERVICE	\$ -
* 1410 STANDARD FUEL LINES	\$ -	* 1520 NO FAST FILL FUEL SYSTEM	\$ -
* 1610 HYDRAULIC PUMP DISCO	\$ 167.00	* 1700 JDLINK ULTIMATE (W/SIM1) N./	\$ -
* 1840 CHROME EXHAUST	\$ 627.00	* 1920 NO BLADE IMPACT ABSORPTIO	\$ -
* 2070 14X27X1 MOLDBOARD	\$ 1,779.00	* 2210 QC CIRCLE INSERTS- BRONZ HI	\$ 595.00
* 2320 NO REV END BITS	\$ -	* 2410 NO MOLDBOARD EXTENSIONS	\$ -
2605 ENGLISH OPERATOR MAN	\$ -	4317 14X24 12PR FSTN W/ 3PC RIM	\$ 15,638.00
* 5025 LOW CAB W/ FIXED FT	\$ 826.00	* 5510 AUTOSHIFT TRANSMISSION	\$ 1,669.00
* 5710 NO TRANS VALVE SOLINO	\$ 190.00	* 5810 GREASE, OIL, FUEL&COOLANT	\$ -
* 6010 CAB PRECLEANER	\$ 824.00	* 6120 DELUXE CLOTH SEAT/AIR SUSP	\$ -
* 6520 RH 5 FUNC CNTRL VALVE	\$ 1,481.00	* 6620 LH 5 FUNC CONTROL VALVE	\$ 1,303.00
* 6710 FRONT PUSH BLOCK	\$ 3,732.00	* 2575 NOT TOPCON READY	\$ -
* 7130 STD LIGHT PKG	\$ 976.00	* 7520 1400 CCA BATTERY, 9.0L	\$ -
* 7820 NO FRONT FENDERS	\$ -	* 8120 CONVERTER 25 AMP 24V TO 12V	\$ 419.00
* 8210 MIRROR CONVEX EXTERH	\$ -	* 8310 LOWER FRONT INT WIPER/WAS	\$ 596.00
* 8410 RADIO AM/FM/WB WITH C	\$ 876.00	* 8510 A/C CHARGE	\$ -
* 8730 NO SOUND ABSORPTION P	\$ -	* 8820 NO REAR CAMERA	\$ -
	\$ -	* 9120 SUNVISOR-FRONT WINDOW	\$ 135.00
* 9130 REAR RETRACTABLE SUN	\$ 202.00	* 9210 PEDAL DECELERATOR	\$ 212.00
* 9220 FIRE EXTINGUISHER	\$ 117.00	* 9370 EITHER START AID	\$ 426.00
* 2775 NO TOPCON RADIO INSTA	\$ -		\$ -
Subtotal	\$ 12,398.00	Subtotal	\$ 51,008.00

Contract List Price Total \$ 63,406.00

III: Subtotal of I + II => \$ 353,156.00

IV: Discount: ##### BuyBoard Contract Price: \$ 278,710.72

V: Non-Base Options (Itemize below)	NON-BASE =	-0.17 %
* 6 YEAR 5000 HOUR	\$ -	CONFIGURATION DISCOUNT
* FULL MACHINE WARRANTY	\$ -	\$ (46,710.72)
	\$ -	\$ -
	\$ -	\$ -
Subtotal	\$ -	Subtotal \$ (46,710.72)

VI Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) \$ (46,710.72)

VII: Total IV + VI \$ 232,000.00

VIII Quantity Ordered Units: 1 x "E" \$ 232,000.00

IX: Trade-in or other Credit(s)
 2009 JOHN DEERE 770D S/623151 \$ (154,000.00)

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX \$ 78,000.00
 5 YEAR 5000 HOUR REPURCHASE PRICE = \$150,000.00

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HOCKLEY COUNTY PRECINCT 2
JOHN DEERE TANDEM DRIVE MOTORGRADER

TOTAL COST BID
5 AUGUST 2013

NO. 1	MANUFACTURER <u>JOHN DEERE</u> MODEL <u>770G</u>	\$ <u>232,000.00</u>
NO. 2	TRADE-IN:2009 JOHNDEERE 770D S/N 623151	\$ <u>154,000.00</u>
NO. 3	AMOUNT PAID TO BIDDER	\$ <u>78,000.00</u>
NO. 4	GUARANTEED MAINTENANCE (From delivery to 5 years or 5,000 hours, whichever comes first)	\$ <u>0.00</u>
NO. 5	TOTAL ITEM 3 PLUS ITEM 4	\$ <u>78,000.00</u>
NO. 6	GUARANTEED MINIMUM VALUE (The amount bidder guarantees to give to HOCKLEY COUNTY at 5 years or 5,000 hours, whichever comes first)	\$ <u>150,000.00</u>
NO. 7	TOTAL ITEM 5 LESS ITEM 6	\$ <u>(72,000.00)</u>

DELIVERY DATE: 90 DAYS

NAME OF COMPANY BIDDING: YELLOWHOUSE MACHINERY CO.

ADDRESS: 3405 E. SLATON HWY
LUBBOCK, TEXAS 79404

AUTHORIZED REPRESENTATIVE: HOWARD GARLINGTON

SIGNED BY: Howard Garlington
HOWARD GARLINGTON

TITLE: TERRITORY SALES MANAGER

CONDITIONS OF AGREEMENT ON GUARANTEED
MAINTENANCE FOR **HOCKLEY COUNTY, PRECINCT 2**
JOHN DEERE 770G

THE JOHN DEERE MOTOR GRADER WILL HAVE A \$0.00 GUARANTEED MAINTENANCE FROM DELIVERY TO 6 YEARS OR 5,000 HOURS WHICHEVER COMES FIRST, UNDER THE FOLLOWING CONDITIONS:

ITEM #1: MACHINE TO BE EQUIPPED AS PER GENERAL BID SPECIFICATIONS ACCORDING TO **HOCKLEY COUNTY, PREC. # 2** WITH BIDDERS STANDARD FACTORY GUARANTEE.

TWELVE MONTHS OF JOHN DEERE "BASIC" MACHINE WARRANTY AND SEVENTY TWO MONTHS OF FULL MACHINE WARRANTY OR 5,000 HOURS WHICHEVER COMES FIRST.

ITEM #2: A. GUARANTEED MAINTENANCE TO BE FOR A PERIOD OF FIVE (6) YEARS FROM THE RECEIVING DATE OF THE EQUIPMENT, INCLUDING THE FACTORY WARRANTY PERIOD OR 5,000 HOURS OF OPERATION, WHICHEVER COMES FIRST: AMOUNT \$0.00.00.

B. GUARANTEED MAINTENANCE SHALL INCLUDE ALL PARTS AND LABOR EXCEPT THE FOLLOWING:

1. GLASS, FILTERS, FAN BELTS, CUTTING EDGES, TEETH, LUBRICATING OIL, ELECTRICAL SYSTEM, AIR CONDITIONING, TRAVEL TIME AND MILEAGE, ANY TRUCKING CHARGES AND OTHER ITEMS NORMALLY CONSUMED IN A DAY TO DAY OPERATION.

2. DAMAGE RESULTING FROM FIRE, WINDSTORM, FLOOD AND RISING WATER, THEFT, VANDALISM, ABUSE AND NEGLECT.

C. THE BIDDER GUARANTEES THAT THE COST OF REPAIRS, INCLUDED IN GUARANTEED MAINTENANCE FOR THE PERIOD STATED IN ITEM #2 OF THE ABOVE QUOTATION REPRESENT THE MAXIMUM AMOUNT THAT **HOCKLEY COUNTY** WILL HAVE TO PAY. ANY SUCH REPAIR COST IN EXCESS OF THIS AMOUNT WILL BE PAID BY THE BIDDER. IF THE COST OF GUARANTEED MAINTENANCE DURING THE PERIOD STATED IN THE BID ABOVE, THE COUNTY WILL PAY ONLY THE ACTUAL COST.

D. ALL GUARANTEED MAINTENANCE SHALL BE PERFORMED BY THE BIDDER WITH THE FOLLOWING CONDITIONS:

1. IF THE WORK LOAD IN THE BIDDERS SHOP IS SUCH THAT REPAIRS CANNOT BEGIN WITHIN TWENTY FOUR HOURS AFTER EQUIPMENT BREAKDOWN AND CONTINUE AT A REASONABLE RATE, THE COUNTY WILL HAVE THE OPTION OF REPAIRING THE EQUIPMENT IN THEIR SHOP WITH THEIR LABOR AND PARTS RECOMMENDED BY THE BIDDER. PARTS AND LABOR COST OF THEIR PERSONNEL TO CREDITED AGAINST MAINTENANCE CONTRACT.
 2. IF FOR ANY REASON OTHER THAN LACK OF PARTS AVAILABILITY, THE EQUIPMENT IS NOT REPAIRED WITHIN FOURTEEN WORKING DAYS OF THE DATE OF EQUIPMENT BREAKDOWN, THE BIDDER SHALL FURNISH THE COUNTY COST-FREE A SIMILAR PIECE OF EQUIPMENT OF USE UNTIL REPAIRS ARE COMPLETED.
- E. PAYMENT TO THE BIDDER FOR GUARANTEED MAINTENANCE SHALL BE MADE BY **HOCKLEY COUNTY** AS REPAIRS ARE MADE AND BILLED TO THE COUNTY. AT SUCH TIME DURING THE FIVE YEAR MAINTENANCE PERIOD THE AMOUNT PAID TO THE BIDDER BY THE COUNTY FOR GUARANTEED MAINTENANCE EQUALS THE AMOUNT OF THE BID IN THE ABOVE THE QUOTATION, THE BIDDER WILL ASSUME THE BALANCE OF THE FIVE YEAR PERIOD OR 5,000 HOURS OF OPERATION ALL COSTS, LABOR AND PARTS, FOR ALL REQUIRED GUARANTEED MAINTENANCE TO KEEP THE EQUIPMENT IN SAFE AND SATISFACTORY CONDITION.
- F. **HOCKLEY COUNTY** WILL PROVIDE A PROPER LEVEL OF MAINTENANCE ON THE EQUIPMENT PURCHASED AND WILL FOLLOW THE RECOMMENDED PRACTICE BY THE BIDDER PERTAINING TO OIL CHANGE, ADJUSTMENTS, PARTS REPLACEMENT AND ANY OTHER MAINTENANCE PROCEDURE THAT THE BIDDER FEELS WORTHY TO PRO-LONG MACHINE LIFE.
- G. THE BIDDER CAN AND SHOULD MAKE REGULAR MONTHLY MAINTENANCE INSPECTIONS AND RECOMMENDATIONS OR AS OFTEN AS THE BIDDER REQUIRES, AND MAKE A WRITTEN REPORT TO **HOCKLEY COUNTY** WITH A COPY TO BE KEPT BY THE BIDDER.
- H. ONLY PARTS RECOMMENDED BY THE BIDDER MAY BE USED IN THE REPAIR OF THE EQUIPMENT.

- I. **HOCKLEY COUNTY** AND YELLOWHOUSE MACHINERY CO. HAVE THE RIGHT TO EXAMINE THE OTHERS RECORD AT ANY REASONABLE TIME AND FREQUENCY.
- J. ANY CONTEST OF REPAIRS BY EITHER PARTY WILL BE SUBMITTED TO THE OTHER WITHIN 60 DAYS AFTER EACH YEAR OF USE. AFTER WHICH THE RECORD WILL BE ACCEPTED AS CORRECT. ANY DISAGREEMENT WILL BE SETTLED BY YELLOWHOUSE MACHINERY CO., ONE MEMBER BY **HOCKLEY COUNTY** AND THE THIRD CHOSEN BY THE TWO ARBITRATORS SO SELECTED, OR IF THE ARBITRATORS FAIL TO SELECT A THIRD WITHIN TEN DAYS, HE SHALL BE CHOSEN BY THE DISTRICT JUDGE, 47TH JUDICIAL DISTRICT, AMARILLO, TEXAS. THE PARTY ADJUDGED TO BE WRONG SHALL PAY ALL COST OF THE ARBITRATION. THE DECISION OF THIS BOARD WILL BE FINAL.

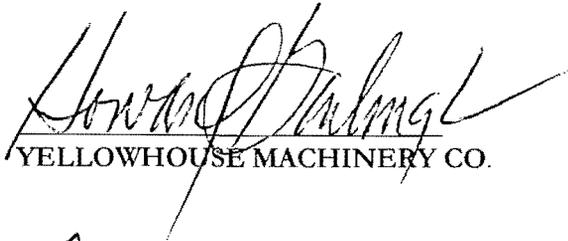
ITEM #6:

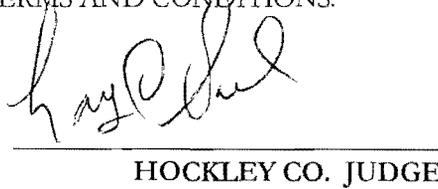
- A. THE GUARANTEED REPURCHASE AMOUNT STATED IN ITEM #6 OF THE ABOVE QUOTATION IS THE AMOUNT THAT YELLOWHOUSE WILL GIVE FOR THE JOHN DEERE 770G AT THE END OF FIVE (5) YEARS OF OPERATION.
- B. **HOCKLEY COUNTY** WILL HAVE 30 DAYS AT THE END OF THE SPECIFIED TIME TO ACCEPT THIS REPURCHASE AMOUNT OR THE CONTRACT WILL BE TERMINATED AND THE COUNTY MAY THEN USE OR DISPOSE OF THE MACHINE IN ANY MANNER THEY DESIRE.
- C. IF **HOCKLEY COUNTY** DISPOSES OF THE EQUIPMENT, RENTS, LEASES OR SELLS IT BEFORE THE SPECIFIED TIME, THEN THE OBLIGATION OF THE BIDDER IS ENDED.
- D. **HOCKLEY COUNTY** WILL KEEP THE MACHINE IN GOOD OPERATING CONDITION AS OUTLINED BY THE MANUFACTURE'S GUIDELINES. IF **HOCKLEY COUNTY** ELECTS TO EXERCISE THE GUARANTEED MINIMUM REPURCHASE OPTION, **HOCKLEY COUNTY** WILL BE RESPONSIBLE FOR ANY REPAIRS TO TINWARE, ALTERATIONS AND PROVIDING TIRES OR UNDERCARRIAGE WITH 50% WEAR REMAINING.
- E. NO TRAVEL TIME OR MILAGE WILL BE CHARGED FOR ANY WARRANTY CALLS FOR 5 YEARS OR 5000 HOURS,

THIS CONTRACT SHALL BE PERFORMABLE IN THE STATE OF TEXAS, POTTER AND HOCKLEY COUNTIES, TEXAS WITH VENUE IN HOCKLEY COUNTY, TEXAS.

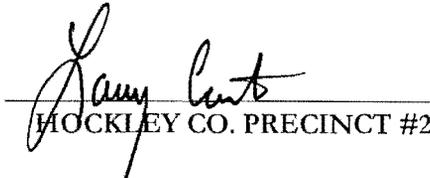
BIDS CLOSE 10:00 AM ON AUGUST 5, 2013.

I (WE) AFFIRM THAT I (WE) HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE "TOTAL COST BID" AND WILL ADHERE TO SAID TERMS AND CONDITIONS.

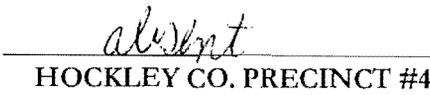

YELLOWHOUSE MACHINERY CO.


HOCKLEY CO. JUDGE


HOCKLEY CO. PRECINCT #1


HOCKLEY CO. PRECINCT #2


HOCKLEY CO. PRECINCT #3


HOCKLEY CO. PRECINCT #4

Motion by Commissioner Carter, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Agreement between Hockley
County and Chapman Harvey Architects, Inc. for the renovation of 624 Ave. H, as per
Agreement recorded below.

AGREEMENT BETWEEN OWNER AND ARCHITECT

Owner:
Hockley County

Acting by and through its
authorized representative:
Honorable Larry Sprowls
County Judge
Hockley County
802 Houston Street
Levelland, Texas 79336

Architect:
Chapman Harvey Architects, Inc.

Larry G. Harvey, AIA / CEO
Chapman Harvey Architects, Inc.
612 Broadway
Lubbock, Texas 79401

(806) 749-1153
chapmanharvey.com

RENOVATION OF FORMER COMMERCIAL PROPERTY FOR NEW COUNTY OFFICES 624 Avenue H, Levelland, Texas

Scope of Services

- 1. PROGRAM** CHA will jointly develop with the Owner a program to ascertain the requirements of the Project and will arrive at mutual understanding of such requirements with the Owner.
- 2. SCHEMATIC DESIGN** Based on the mutually agreed upon program, schedule and construction budget requirements, CHA will prepare for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 3. COST ESTIMATE** CHA will submit to the Owner a preliminary Opinion of Probable Construction Cost based on current area, volume and other unit costs.
- 4. DESIGN DEVELOPMENT** Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, CHA will prepare for approval by the Owner, Design Development Documents setting forth the final configuration of the building(s) and the products to be used for the construction of the Project.
- 5. CONSTRUCTION DOCUMENTS** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, CHA will prepare for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.

6. BIDDING CHA will assist the Owner in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

7. COST UPDATE CHA will advise the Owner of any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.

8. AUTHORITIES CHA will inform the Owner to the best of their knowledge and will assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.

9. CONTRACT AWARD CHA, following the Owner's approval of the Construction Documents and of the latest Opinion of Probable Cost, will assist the Owner in obtaining bids or negotiating proposal and assist in awarding and preparing contracts for construction of the Project.

10. CONSTRUCTION ADMINISTRATION CHA will be the representative of and will advise and consult with the Owner during construction until the final payment to the Contractor is due. CHA will have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

11. SITE VISITS CHA will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and CHA in writing to become familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, CHA will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an architect, CHA will keep the Owner informed of the progress and quality of the Work.

12. PAY APPLICATIONS Based on CHA's observations and evaluations of the Contractor's monthly applications for payments, CHA will review and certify the amounts due the Contractor and present the applications to the owner for payment.

13. CONSULTANTS CHA will provide architectural, civil, structural, mechanical, plumbing, and electrical consulting engineers of CHA's choice as may be required by the scope of project in order to prepare complete construction documents.

Specifically excluded from CHA's scope of services are:

- Surveys and Geotechnical Reports
- Asbestos and Hazardous Materials Studies
- Texas Department of Health Demolition Notification

14. REIMBURSABLES Reimbursable expenses will include consulting engineer's fees, reproductions/copies, color plots/prints, accessibility design review and inspection fees, reproducing Contract Documents for bidding. Current Texas law does not provide for taxes on professional services other than taxes included with licensing fees. All licensing fees are included in CHA overhead and will not be in addition to the rates-fees.

15. PAYMENTS Architect and engineer fees will be billed on a monthly basis and are due within 30 days of receipt. All fees are due and payable in Hockley County, Texas.

Compensation

CHA shall be compensated at a total amount equal to nine percent (9%) of the final construction cost plus reimbursable expenses. This cost will be paid in five phases as described below. Fees will be based on the most recent estimate of project construction cost or actual bid. Total compensation will be determined on final construction cost as stated on last payment application from the General Contractor including retainage.

Schematic Design Phase	10%	ten
Design Development Phase	20%	twenty
Construction Documents Phase	45%	forty-five
Bidding Phase	5%	five
Construction Administration Phase	20%	twenty

Additional Services will be reimbursed at the following rates. All Additional Services, other than those services identified in paragraph 14 above, must be authorized in writing by Hockley County's representative prior to CHA starting the work.

Principal	(registered architect/engineer)	\$160.00
Design Architect	(registered staff architect)	\$140.00
Design Engineer	(registered staff engineer)	\$140.00
Intern Architect	(non-registered staff architect)	\$110.00
Intern Engineer	(non-registered staff engineer)	\$110.00
Drafter	(non-degreed support staff)	\$ 90.00
Clerical	(non-technical support staff)	\$ 70.00

Americans with Disabilities Amendment Act (ADAAA)

It is important to understand that the ADAAA Act is a Civil Rights law and not a building code. The ADAAA requires the removal of architectural barriers in existing buildings where readily achievable. The term "readily achievable" is subject to the governing authority's interpretation on a case-by-case basis. In new and in renovations to existing construction the requirement is to provide accessibility and usability except where an entity can demonstrate that it is structurally impractical to meet such requirements. The requirements of the ADAAA will therefore be subject to various and possibly contradictory interpretations. CHA will therefore, use reasonable professional efforts to interpret applicable ADAAA requirements and other federal, state and local ordinances and regulations as they apply to the project. CHA will represent the Owner when applying for ADAA waivers or variances in the design when a readily achievable condition or conflict with code is realized. The Owner shall reimburse CHA for all waiver and / or variance application fees.

Texas Accessibility Standards

All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) - Architectural Barriers Division for preliminary review before bidding for compliance with TAS requirements. The TDLR charges a fee for this review which may either be paid by the Owner or treated as a reimbursable expense by CHA. After completion of the project TDLR will conduct a final review and charge the Owner an additional fee for the final review. Upon receipt of TDLR's preliminary review comments, the Owner may wish to file a "Request for Variance". Services by the CHA to assist in such a request will be billed as additional services by CHA. Similar to the ADA requirements, TAS requirements are constantly evolving due to the changes in interpretation dictated by the court system. CHA will include in the design of the Project all changes that are the result of the TDLR preliminary review. However, CHA cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the Owner's Project at the time of the final TDLR review. Compliance with changes required by the TDLR final review that were not mentioned in the TDLR preliminary review will be additional services.

Betterment

If due to an error or an omission by CHA, any required item or component of the project is omitted from the Construction Documents, CHA shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

Asbestos, Lead Based Paint and Other Hazardous Materials

It is acknowledged by both parties that the CHA's scope of services does not include identification of or abatement of any hazardous or toxic material. In the event that hazardous materials are detected or suspected, CHA will advise the Owner of the need for the Owner to retain the appropriate specialist to identify and abate such materials. It is recognized that all other work on the project may need to cease until the completion of such abatement. It is the Owner's responsibility in all remodel type work to survey the existing structure for asbestos, lead based paint and other toxic materials, CHA can assist the Owner in locating firms that provided these services.

Insurance

CHA agrees to provide Professional Liability Insurance and General Liability Insurance during the course of the Design and Construction of this project and for a period of one year after the completion of the project. Certificates of Insurance will be issued on request. Project specific insurance can be purchased for an additional fee on request.

Jobsite Safety

Neither the Owner nor CHA or its consultants shall be held liable for jobsite safety. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be evident in the Owner's agreement with the General Contractor. The Owner also agrees that the Owner, CHA and their consultants shall be indemnified and shall be named additional insured under the General Contractor's general liability insurance policy.

Standard of Care

In providing services under this Agreement, CHA shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality

Dispute Resolution

Any claims or disputes during design, construction or post construction between the Owner and CHA shall be submitted to non-binding mediation. The Owner and CHA agree to include similar mediation agreements with all contractors, subcontractors, consultants, suppliers and fabricators thereby providing for mediation as the primary method for dispute resolution between all parties.

Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes, and data on any form of electronic media and other documents prepared by CHA as Instruments of Service shall remain the property of CHA. CHA shall retain a common law, statutory and other reserved rights, including copyrights. CHA grants to the Owner a nonexclusive license to reproduce CHA's Instruments of Service solely for the purpose of constructing, using and maintaining this Project. The Owner shall not use the Instruments of Service for other projects without prior written agreement of CHA. The Owner shall not make any modification to the Instruments of Service without the prior written authorization of CHA. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless CHA against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of CHA.

Delivery of Electronic Files

In accepting and utilizing any form of electronic media generated and furnished by CHA, the Owner agrees that all such electronic files are Instruments of Service of CHA. The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by CHA and electronic files, the original signed

and sealed hard-copy Contract Documents shall govern. Electronic files created by CHA through the application of software licensed for the sole and exclusive use by CHA will be furnished to the Owner in read-only format. The Owner is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by CHA. Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by CHA, and CHA makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CHA be liable for indirect or consequential damages as a result of the Owner's use or reuse of the electronic files.

Consequential Damages

The Owner and CHA mutually agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages. Both the Owner and CHA shall require similar waivers of consequential damages protecting all entities or persons named herein and all contracts and sub contracts with others involved in this project.

This Agreement entered into on _____.

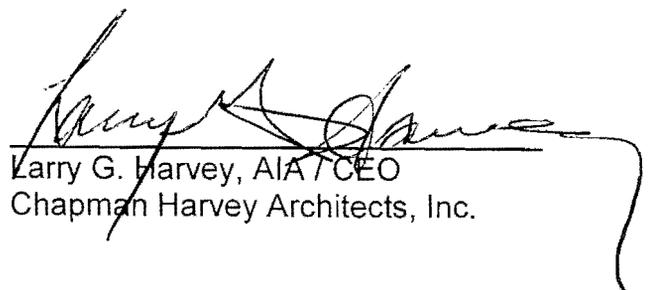
Enter Date

Owner:



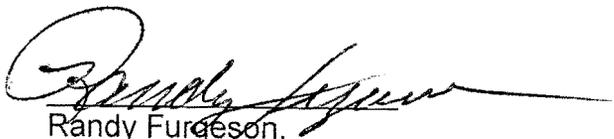
Larry Sprows, County Judge
Hockley County

Architect:



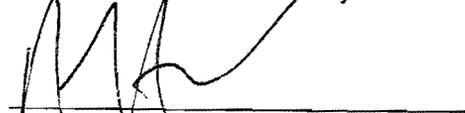
Larry G. Harvey, AIA/CEO
Chapman Harvey Architects, Inc.

Approved as to Content:



Randy Ferguson,
Maintenance Superintendent
Hockley County

Reviewed for Form Only:



Anna Hord,
County Attorney
Hockley County

Motion by Commissioner Thrash, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the resignation of Jerry
Boudreaux, Justice of the Peace, Precinct #5, as per Letter of Resignation recorded below.

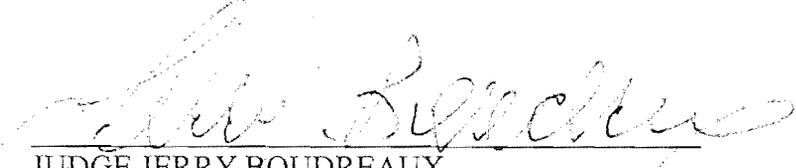


Judge Jerry Boudreaux
 Justice of the Peace, Precinct #5
 Hockley County
 802 Houston, Suite 105
 Levelland, TX 79336
 Phone (806) 894-4104 / Fax (806) 894-1101

JULY 31, 2013

TO WHOM IT MAY CONCERN:

THIS IS MY LAST DAY AS HOCKLEY COUNTY JUSTICE OF THE PEACE.
 ENJOYED THE LAST 12 YEARS OF WORKING WITH EVERYONE.



JUDGE JERRY BOUDREAUX
 HOCKLEY COUNTY JUSTICE OF THE PEACE
 PREC 5 PL 1

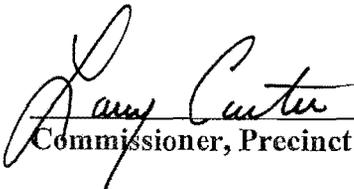


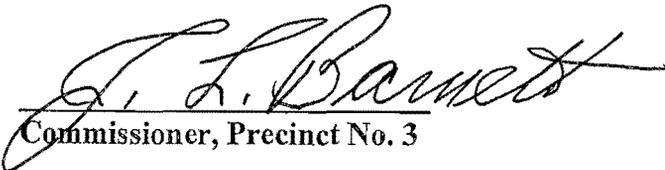
FILED
 DATE 7/31/13
 J.P. COURT NO. 5
 HOCKLEY COUNTY, TX

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 5th
day of August, A. D. 2013, was examined by me and approved.


Commissioner, Precinct No. 1


Commissioner, Precinct No. 2


Commissioner, Precinct No. 3

absent
Commissioner Precinct No. 4


County Judge


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