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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 23RD day of May, 2016 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, May 9, 2016.
- 2. Read for approval all monthly bills and claims submitted to the court and dated through May 23, 2016.
- 3. Consider and take necessary action to approve the Official Bond and Oath of Brandon Walters.
- 4. Consider and take necessary action to approve a road crossing for Ronnie Stanley on Canada Road.
- 5. Consider and take necessary action to approve the engagement letter of Myatt, Blume, and Osburn, LTD., L.L.P. for the 2015 county audit.
- 6. Consider and take necessary action to advertise for bids to haul approximately 10,000 yards of caliche from the pit in Precinct 3 to Hawk Road in Precinct 1, with a minimum of four trucks hauling.
- 7. Consider and take necessary action to declare the Sheriff's Office drug K-9 IZAK surplus and of no monetary value to the Sheriff's Office and give IZAK to his handler, Jared Johnson. Due to health issues and the K-9's special talents IZAK cannot go out to public sale.

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 20TH day of May, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 20TH day of May, 2016.

Irene Gumula, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

FILED FOR RECORD

O'CLOCK_M.

MAY 20 2016

VOL. 63 PAGE 595

Cause Olenk Hockley County, Taxas

IN THE COMMISSIONER'S COURT OF HOCKLEY COUNTY, TEXAS

SPECIAL MEETING MAY 23, 2016

Be it remembered that on this the 23rd day of May A.D. 2016, 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
Curtis D. Thrash
Commissioner Precinct No. 1
Larry Carter (ABSENT)
Commissioner Precinct No. 2
J. L. "Whitey" Barnett
Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger
Commissioner Precinct No. 4

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

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 9TH day of May, A.D. 2016, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through May 23rd, A. D. 2016, be approved and stand as read.

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Ronnie Stanley, to lay construct, operate and maintain electric transporting irrigation under and across Canada Road and Dover Road intersect, 1/8th mile E. on Canada Road, situated in Commissioner's Precinct No. 3, 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 MONTH. TORNEY COUNTY, TEXAS

PETITION

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

Anada hada and Douel Road intersect, 18th mile E.

The location of the points at which Petitioner wishes to undercross said county roads with On Canada Road. 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:

- 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.
- 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.
- 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.

BY Romie Stanle

DATED this 13th day of 1/104, 20/6.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF <u>RONNIE STANLEY</u> FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS <u>ORDER</u>

This cause coming on to be upon the petition of <u>RONNIE STANLEY</u>, 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 cable 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, <u>RONNIE STANLEY</u> is hereby granted permission and authority to lay, construct, operate and maintain buried cable across certain county roads at the locations set forth in the application of Petitioner herein.

- 1. The Petitioner shall, in constructing said buried cable undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried cable undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
- 2. Upon the completion of each buried cable undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried cable 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 cable are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried cable 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 cable 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 cable 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

(Ul) In T Commissioner, Precinct No. 2 <u>5-23-2016</u>

Date

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath of Brandon Walters, as per Official Bond and Oath recorded below.

Texas

Western Surety Company

OFFICIAL BOND AND OATH

County of HOCKLEY ss
KNOW ALL PERSONS BY THESE PRESENTS: BOND No. OFF. 54939537
That we, Brandon Walters, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Judge, his successors in office,
in the sum of 2 Ten Thousand and $00/100$
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents. Dated this 6th 42 of May of May 12016
Dated this 6th day of May
was on the 2nd day of May , 2016, duly appointed to the office of Chief Deputy Treasurerin and for Hockley
County, State of Texas, for a term of <u>indefinete</u> commencing on the <u>2nd</u> day of May , 2016
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 knaken
then this obligation to be void, otherwise to remain in full force and effect.
then this obligation to be void, otherwise to remain in full force and effect.
PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.
PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.
X MARCHANICA MARCHANIC
Principal WESTERN SURETY COMPANY
By Taul T. Buffet
Paul T. Bruflat, Senior Vice President
ACKNOWLEDGMENT OF PRINCIPAL THE STATE OF TEXAS
County of Idnekley ss
Before me, Alay Conica Quintanila on this day, personally appeared Scandon Walters , known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office at Backley County Levelland, Texas, this Lg day of May, 2016.
VERONICA QUINTANILLA
SEAL NOTARY PUBLIC STATE OF TEXAS My Comm. Expires 09-22-2019 County, Texas
Western Surety Company 1-605-336-0850

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

1,		, 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 United States and of this State directly paid, offered, or promised or promised any public office or ewhich I was elected; and I furthe terested in any contract with or authorized by law and except suc	he best of my ability pe; and I furthermore to pay, contributed, mployment, as a rewarmore solemnly sweat claim against the Co	preserve, protect, and defend to solemnly swear (or affirm) that nor promised to contribute any ard for the giving or withholding (or affirm) that I will not be ounty, except such contracts.	he Constitution and laws of t I have not directly nor in- y money, or valuable thing, ng a vote at the election at e, directly or indirectly, in- or claims as are expressly
		Signed	
Sworn to and subscribed before	re me at	, Texas, this	day
SEAL			County, Texas
,	-	***************************************	
		F OFFICE neral)	
I,faithfully execute the duties of th		, do solemnly s	wear (or affirm) that I will
the United States and of this Stat directly paid, offered, or promised or promised any public office or en which I was elected. So help me (Sworn to and subscribed befor of	l to pay, contributed, mployment, as a rewa God. re me at	nor promised to contribute any	y money, or valuable thing, ng a vote at the election at
01			
SEAL			County, Texas
THE STATE OF TEXAS County of Horizontal The foregoing bond of Horizontal Action To Horizontal This day approved in open Commit ATTEST: County Court Horizontal	Clerk	DateOSm	as ounty and State of Texas, 5.23, 2016 County Judge, County, Texas
THE STATE OF TEXAS County of		Courty Clayl	in and for said County do
I,	Bond dated thecation, was filed fo		day of
day ofof said County in Volume	,, at _	o'clock M., in th	e Records of Official Bonds
WITNESS my hand and the s	eal of the County Co exas, the day and ye	urt of said County, at office in ar last above written.	
			Clerk
Ву	Deputy	County Court	County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1 TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	d. conditions
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money thin 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 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 pers or officer entitled to it; pay to the county all money illegally paid to hi out of county funds; and not vote or consent to pay out county fun 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 B2.001	"faithfully perform the duties of office."
Deputy County Clark	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 - \$6,000 minimum, \$600,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Cotle 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 praceding 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 bos wide independent scho created, in which ex payable to and approv Commissione	ol district has been vent the hond is ed by the County	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 Sur	veyor	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 and pay to the person authorized by law to receive them the fin forfeitures, and penalties the sheriff collects for the use of the state a county; execute and return when due the process and precel awfully directed to the sheriff, and pay to the person to whom the are due or to the person's attorney the funds collected by virtue of process or precept; and pay to the county any funds illegally pay 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 Oovernor and the Governor's successors in office	Coinmissioners Court snd 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 preceeding 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 reimbu the county for all county funds illegally paid to him and will not w or consent to make a payment of county funds except for a law purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law an promptly pay to the entitled party all money that comes into his ha during the term of office."
Constable	Set by the Commissioners Court \$500 minimum - \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.266	"accurately weigh or measure commodities reflected on certifica issued by him, protect the commodities that he is registered to weig or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certifica issued by him, protect the commodities that he is registered to weig or measure, and comply with all laws and rules governing public weighers."

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

ACKNOWLEDGMENT OF SURETY (Corporate Officer)

STATE OF SOUTH DAKOTA } ss		
County of Minnehaha		
Before me, a Notary Public, in and for said County and State on this		day of
,, personally appeared	Pa	aul T. Bruflat
to me known to be the identical person who subscribed the name of WEST to the foregoing instrument as the aforesaid officer and acknowledged to me free and voluntary act and deed, and as the free and voluntary act and de and purposes therein set forth.	ie that he	executed the same as his
SEAL NOTARY PUBLIC SEAL SOUTH DAKOTA OF THE PROPERTY SEAL SOUTH DAKOTA OF THE PROPERTY 12, 2015	S.	Notary Public

Figure: 28 TAC §1.601(a)(3)

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 507.7 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.

VOL. 63 PAGE 604

Form F8365

Motion by County Judge Larry Sprowls, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the engagement letter of Myatt, Blume, and Osburn, LTD., L.L.P. for the 2015 county audit, as per Letter recorded below.

MYATT, BLUME, AND OSBURN, LTD., L.L.P.

Sham L. Myatt CPA E. Phelps Blume CPA Sarah J. Osbum CPA Buford A. Duff CPA CERTIFIED PUBLIC ACCOUNTANTS 812 9TH STREET LEVELLAND, TX 79336 PHONE: 806-894-7324/ FAX: 806-894-8693

MEMBERS
TEXAS SOCIETY AND AMERICAN INSTITUTE
OF CERTIFIED PUBLIC ACCOUNTANTS

May 10, 2016

Honorable County Judge and Commissioners HOCKLEY COUNTY, TEXAS Courthouse Box 10 Levelland, Texas 79336

We are pleased to confirm our understanding of the services we are to provide Hockley County, Texas for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Hockley County, Texas as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hockley County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hockley County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in Net Pension Liability and Related Ratios GASB 68
- 4) Schedule of GASB 68 Contributions
- 5) Notes to Schedule of GASB 68 Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Hockley County, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet Nonmajor Governmental Funds.
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance Nonmajor Governmental Funds.
- 3) Combining Statement of Net Assets Nonmajor Enterprise Funds.
- 4) Combining Statement of Revenues, Expenses, and Changes in Fund Net Assets Nonmajor Enterprise Funds.
- 5) Combining Statement of Cash Flows Nonmajor Enterprise Funds.

Hockley County May 10, 2016 Page 2 of 5

- 6) Combining Balance Sheet Agency Funds.
- 7) Schedule of Delinquent Taxes Receivable.
- 8) Reconciliation of Current Tax Collections.
- 9) Reconciliation of Delinquent Tax Collections.
- 10) Schedule of Insurance Coverage.
- 11) Schedule of Surety Bonds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of Hockley County, Texas and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified (unmodified) we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Hockley County, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

Hockley County May 10, 2016 Page 3 of 5

However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hockley County, Texas' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Other Services

We will also assist in preparing the financial statements and related notes of Hockley County in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of

Hockley County May 10, 2016 Page 4 of 5

the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Hockley County, Texas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Hockley County May 10, 2016 Page 5 of 5

The audit documentation for this engagement is the property of Myatt, Blume, and Osburn, LTD., L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to certain governmental regulatory agencies, the U.S. Government Accounting Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Myatt, Blume, and Osburn, LTD., L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Texas. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 1, 2016 and to issue our reports no later than September 1, 2016, barring unforeseen circumstances. Sham Myatt is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our fee, including expenses, will not exceed \$36,000.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for this fee will be rendered at the conclusion of the audit engagement. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review is on file with the Hockley County Auditor's Office.

We appreciate the opportunity to be of service to Hockley County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return this letter to us.

Very truly yours,

Myatt, Blume, and Osburn, LTD., L.L.P.

RESPONSE:

This letter correctly sets forth the understanding of Hockley County, Texas with Myatt, Blume, and Osburn, LTD., L.L.P.

By:

Larry Sprowls

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Title Society Dudge

There of Oslum, LTD. CLP

concerning audit services to be performed for the fiscal year ending December 31, 2015.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Vote No, that Commissioners' Court advertise for bids to haul approximately 10,000 yards of caliche from the pit in Precinct 3 to Hawk Road in Precinct 1, with a minimum of four trucks hauling, as per "Notice to Bidders" recorded below.

THE STATE OF TEXAS

COUNTY OF HOCKLEY

OF HOCKLEY COUNTY, TEXAS

NOTICE TO BIDDERS

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 10:00 A.M., Monday, June 13, 2016, for the following described:

Hauling of approx. 10,000 yards of caliche from Precinct 3 pit to Hawk Road in Precinct 1, hauler must have a minimum of four trucks hauling at the same.

The Commissioners' Court of Hockley County, Texas, reserves the right to reject any or all bids.

The required bid forms and specifications for said hauling is available at the office of the County Judge, between 9:00 A. M., and 5:00 P. M., Monday through Friday.

Given under my hand and seal of said Court, this the 23RD day of May, 2016.

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

SIONER'S COUNTY

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court declare the Sheriff's Office drug K-9 IZAK surplus and of no monetary value to the Sheriff's Office and give IZAK to his handler, Jared Johnson. Due to Health issues and the K-9"s special talents IZAK cannot go out to public sale, as per Letters recorded below.



J. C. Warren Chief Deputy

05-12-2016

Honorable County Judge Sprowles;

This correspondence is reference to the drug dog IZAK. IZAK is having eye issues that will take about \$2500.00 per eye to repair. IZAK also has some stomach or intestinal problems that require medication. IZAK is 6+ years old. According to the handler, Mr. Johnson, IZAK has trouble entering the vehicle, due to his weight and size. I cannot see spending extra funds on the service animal, that may or may not be able to continue working, due to his health problems.

It is my desire to retire Deputy IZAK from the Hockley County Sheriffs Office. Mr. Johnson has expressed a desire to retain possession of IZAK either by gift or purchase. Mr. Johnson has accepted a position with the Memphis, Texas Police Department. Mr. Johnson advised that IZAK would remain retired. I have no problem with allowing Mr. Johnson to keep IZAK as his own.

Mr. Johnsons telephone number is 806-206-3432, if you need to discuss with him.

Respectfully submitted:

L.C. Chuck

R. C. Cheek Sheriff

Hockley County

Hockley County Sheriff's Office 1310 Ave H Levelland, TX 79336 Ph (806)894-3126 Fax (806)897-0750

We have the court declare it surplus and no value and due to its special talents it cannot go out to public sale and we give it to the deputy that worked with the dog. Don't know if all of that is totally correct or not.



J. C. Warren Chief Deputy

TO: Sheriff Cheek

FROM: Deputy Jared Johnson

DATE: 5/09/2016

RE: Resignation

Dear Sheriff,

This letter is to inform of my resignation effective May 17th, 2016. As per our conversation I have requested to take the remainder of my vacation time which is 68.5 hours. I appreciate everything you have done for me and I have enjoyed my time working for you however I feel this is what is best for me and my family at this time.

Sincerely,

Jared Johnson

Hockley County Sheriff's Office 1310 Ave H Levelland, TX 79336 Ph (806)894-3126 Fax (806)897-0750



J. C. Warren Chief Deputy

TO: Sheriff Cheek

FROM: Deputy Jared Johnson

DATE: 5/09/2016

RE: Proposal for K-9 IZAK

Dear Sheriff,

In light of my resignation and after speaking with Lt. Crank and Chief Deputy Warren I wanted to propose an option with regards to K-9 IZAK. You have expressed to me your concerns as to what to do with IZAK following my departure. IZAK will be six years old in two months. As you are aware IZAK has a degenerating eye condition and most recently has been diagnosed with an unknown disease of the small intestine. You and I have conferred with the veterinarian and know that this condition will not go away without surgery or special medical treatment which will be expensive. IZAK is finishing up this round of medication and is being fed on a special schedule to minimize upset to his stomach. Furthermore, by trying to train another officer with IZAK will cost the department several thousands of dollars that the department does not have.

I currently have agreed to continue taking care of IZAK until a decision can be reached regarding his placement. I am currently treating his disease in accordance with the plan established by his vet. I fear moving him and placing him with someone who does not have the experience and/or knowledge to continue taking care of his special needs will be a detriment to this dog. Moving him will cause undue stress on him and has the potential of exacerbating his current condition. Furthermore, IZAK is essentially six years old, the average retirement age of a dog his size is six to eight years depending on health and injury status.

You, Chief Warren and I have all had conversations in the past that if I were to leave the department there was a possibility of retiring IZAK and allowing me to keep him. I am requesting this happen. I am also proposing instead of paying me my vacation time that instead the 68.5 hours be used enabling me to purchase him from the department. My number one concern always has been and will continue to

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J. C. Warren Chief Deputy

be the best interest of IZAK and with his special needs I know I can give him the care he needs. I ask that you consider this proposal and I look forward to hearing from you soon.

Sincerely,

Jared Johnson

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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 <u>334</u> d day of <u>May</u> , A. D. 2016, was examined by me and approved.					
Commissioner, Precinct No. 1	Commissioner Precinct No. 3				
Commissioner, Precinct No. 2	Commissioner Precinct No. 4				

County Judge

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

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