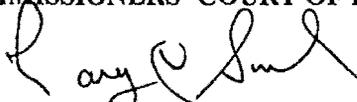


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 15<sup>TH</sup> day of April, 2013, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

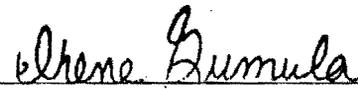
1. Read for approval the minutes of a Regular Meeting of the Commissioners Court held Monday, April 1, 2013.
2. Read for approval all monthly bills and claims submitted to the court and dated through April 15, 2013.
3. Hear Treasurer's monthly report.
4. Consider and take necessary action to approve refunds of overpaid property taxes.
5. Consider and take necessary action to approve Bond and Oath of Larae Berry.
6. Consider and take necessary action to rescind the Sheriff's half time pay policy from the Personnel Policy.
7. Consider and take necessary action to request proposals for interior demolition of the building located at 624 Ave. H.
8. Consider and take necessary action to contract with engineers to expand the RV parking and parking lot at the Mallet Event Center & Arena.
9. Closed meeting pursuant to Section 551.071 of the Texas Government Code concerning the pending litigation between Ropesville Fire Department and the City of Ropesville.
10. Consider and take necessary action concerning the pending litigation between Ropesville Fire Department and the City of Ropesville.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS**

BY:   
\_\_\_\_\_  
Hockley County Judge

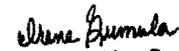
I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 12<sup>TH</sup> day of April, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this day 12<sup>TH</sup> day of April, 2013.

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

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

APR 12 2013

  
County Clerk, Hockley County, Texas



SPECIAL MEETING  
APRIL 15, 2013

Be it remembered that on this the 15<sup>th</sup> day of April A.D. 2013, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on the 1<sup>st</sup> day of April A.D. 2013, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through April 15, A.D. 2013, be approved and paid as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Treasurers' monthly reports for the months of January & February 2013, as per Reports recorded below.

TREASURER'S JAN 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)} **\$15,841,377.40 Months Ending Balance**

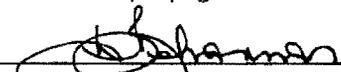
Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included in the combined statement of receipts and disbursements with the exception of our Business Savings Accounts. Interest for our Savings Accounts will post the month after each 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}

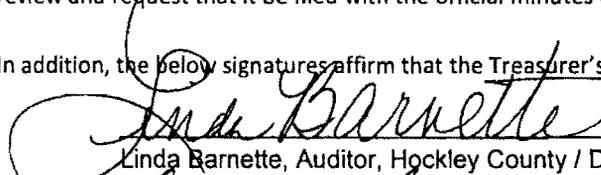
Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

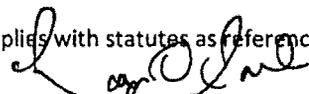
Filed with accompanying vouchers this the 12 day of Apr 2013

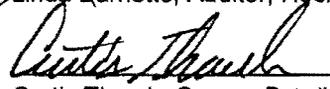
  
\_\_\_\_\_  
Denise Bohannon, Treasurer, Hockley County

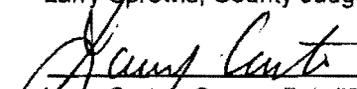
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's review and request that it be filed with the official minutes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

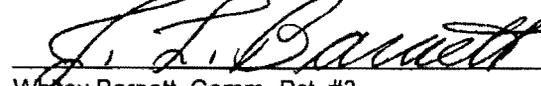
In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}

  
\_\_\_\_\_  
Linda Barnette, Auditor, Hockley County / Date

  
\_\_\_\_\_  
Larry Sprowls, County Judge

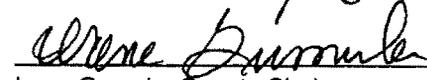
  
\_\_\_\_\_  
Curtis Thrash, Comm. Pct. #1

  
\_\_\_\_\_  
Larry Carter, Comm. Pct. #2

  
\_\_\_\_\_  
Wiley 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 15<sup>th</sup> day of April 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}

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

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2013 010 GENERAL FUND				
CASH/AIM	5,315,320.27	79,583.24	521,090.52-	4,873,812.99
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	<u>5,315,320.27</u>	<u>79,583.24</u>	<u>521,090.52-</u>	<u>4,873,812.99</u>
2013 011 AD VALOREM TAX ACCOUNT				
CASH/AIM	36,966.31	31.40	.00	36,997.71
CASH/TO AD VAL EXCESS	699,661.51	2,534,175.35	150,000.00-	3,083,836.86
CASH/BUSINESS ELITE SAVINGS	1,827.36	.00	1,827.36-	.00
TDOA - CD/ PLAT	4,040,946.82	5,656.31	.00	4,046,603.13
FUND TOTALS	<u>4,779,402.00</u>	<u>2,539,863.06</u>	<u>151,827.36-</u>	<u>7,167,437.70</u>
2013 012 OFFICERS SALARY FUND				
CASH/AIM	864,626.01	47,712.40	343,136.31-	569,202.10
FUND TOTALS	<u>864,626.01</u>	<u>47,712.40</u>	<u>343,136.31-</u>	<u>569,202.10</u>
2013 013 AUTO REGISTRATION FUND				
CASH/AIM	19,423.72	16.54	.00	19,440.26
FUND TOTALS	<u>19,423.72</u>	<u>16.54</u>	<u>.00</u>	<u>19,440.26</u>
2013 014 INDIGENT HEALTH CARE FUND				
CASH/AIM	43,813.59	90.46	27,025.61-	16,878.44
FUND TOTALS	<u>43,813.59</u>	<u>90.46</u>	<u>27,025.61-</u>	<u>16,878.44</u>
2013 016 HOCKLEY COUNTY: LEOSE FUND				
CASH/AIM	19,026.88	15.62	1,029.63-	18,012.87
FUND TOTALS	<u>19,026.88</u>	<u>15.62</u>	<u>1,029.63-</u>	<u>18,012.87</u>
2013 017 JURY FUND				
CASH/AIM	199,237.14	6,816.14	30,722.57-	175,330.71
FUND TOTALS	<u>199,237.14</u>	<u>6,816.14</u>	<u>30,722.57-</u>	<u>175,330.71</u>
2013 021 ROAD & BRIDGE #1				
CASH/AIM	78,759.57	79.59	41,454.09-	37,385.07
CASH/LAT1 AIM	35,210.12	.00	.00	35,210.12
FUND TOTALS	<u>113,969.69</u>	<u>79.59</u>	<u>41,454.09-</u>	<u>72,595.19</u>
2013 022 ROAD & BRIDGE #2				
CASH/AIM	309,672.77	301.00	46,182.67-	263,791.10
CASH/LATRD2/AIM	64,697.88	.00	.00	64,697.88
FUND TOTALS	<u>374,370.65</u>	<u>301.00</u>	<u>46,182.67-</u>	<u>328,488.98</u>
2013 023 ROAD & BRIDGE #3				
CASH/ASB	434,134.37	366.43	42,517.05-	391,983.75
CASH/LATRD3	17,784.82	.00	.00	17,784.82
FUND TOTALS	<u>451,919.19</u>	<u>366.43</u>	<u>42,517.05-</u>	<u>409,768.57</u>
2013 024 ROAD & BRIDGE #4				
CASH/ASB	1,550.10-	150,095.81	42,623.25-	105,922.46
CASH/LATRD4	2,331.44	.00	.00	2,331.44
FUND TOTALS	<u>781.34</u>	<u>150,095.81</u>	<u>42,623.25-</u>	<u>108,253.90</u>
2013 025 ROAD & BRIDGE #5				
CASH/AIM	64,842.35	5,391.00	8,338.49-	61,894.86
FUND TOTALS	<u>64,842.35</u>	<u>5,391.00</u>	<u>8,338.49-</u>	<u>61,894.86</u>
2013 030 LAW LIBRARY FUND				
CASH/AIM	26,376.72	302.53	161.24-	26,518.01

VOL. 59 PAGE 636

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	26,376.72	302.53	161.24-	26,518.01
2013 035 LIBRARY FUND				
CASH/AIM	30,581.23	418.54	14,245.31-	16,754.46
FUND TOTALS	30,581.23	418.54	14,245.31-	16,754.46
2013 039 DISTRICT CLERK PRESERVATION				
CASH/AIM	15,236.29	156.13	.00	15,392.42
FUND TOTALS	15,236.29	156.13	.00	15,392.42
2013 040 COUNTY CLERK PRESERVATION FUND				
CASH/AIM	67,231.67	4,959.50	3,739.48-	68,451.69
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	67,231.67	4,959.50	3,739.48-	68,451.69
2013 041 RECORDS MANAGEMENT OFFICER				
CASH/AIM	13,451.67	554.55	201.12-	13,805.10
FUND TOTALS	13,451.67	554.55	201.12-	13,805.10
2013 042 R&B EXTRA FEE ACCOUNT				
CASH/ASB	115,067.06	16,701.14	.00	131,768.20
FUND TOTALS	115,067.06	16,701.14	.00	131,768.20
2013 043 COURTHOUSE SECURITY FUND				
CASH/AIM	41,688.54	1,378.05	868.31-	42,198.28
FUND TOTALS	41,688.54	1,378.05	868.31-	42,198.28
2013 044 JUSTICE COURT TECHNOLOGY FUND				
CASH	46,204.28	1,073.20	897.92-	46,379.56
FUND TOTALS	46,204.28	1,073.20	897.92-	46,379.56
2013 045 SHERIFF CASH BOND ACCOUNT				
CASH	37,409.42	.00	.00	37,409.42
FUND TOTALS	37,409.42	.00	.00	37,409.42
2013 046 COUNTY CLERK CASH BOND ACCT				
CASH	53,619.02	.00	1,000.00-	52,619.02
FUND TOTALS	53,619.02	.00	1,000.00-	52,619.02
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	28,423.60	31,010.92	30,786.57-	28,647.95
FUND TOTALS	28,423.60	31,010.92	30,786.57-	28,647.95
2013 050 JUSTICE BENEFIT FUND				
CASH	33,955.91	28.92	.00	33,984.83
FUND TOTALS	33,955.91	28.92	.00	33,984.83
2013 051 JUSTICE OF PEACE #1				
CASH	4,889.00	8,022.50	4,445.60-	8,465.90
FUND TOTALS	4,889.00	8,022.50	4,445.60-	8,465.90
2013 052 JUSTICE OF PEACE #2				
CASH	2,419.86	219.70	1,992.10-	647.46

VOL. 59 PAGE 637

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	2,419.86	219.70	1,992.10-	647.46
2013 054 JUSTICE OF PEACE #4				
CASH	1,147.35	2,046.33	673.00-	2,520.68
FUND TOTALS	1,147.35	2,046.33	673.00-	2,520.68
2013 055 JUSTICE OF PEACE #5				
CASH	20,793.57	34,074.96	23,388.30-	31,480.23
FUND TOTALS	20,793.57	34,074.96	23,388.30-	31,480.23
2013 056 SHERIFF FEE ACCOUNT				
CASH	961.22	1,133.67	210.00-	1,884.89
FUND TOTALS	961.22	1,133.67	210.00-	1,884.89
2013 057 SO TRAINING DONATIONS FUND				
CASH/ASB	1,959.73	1.66	.00	1,961.39
FUND TOTALS	1,959.73	1.66	.00	1,961.39
2013 060 I&S FUND: '88 HOSPITAL BOND				
CASH/ASB	36,878.50	31.32	.00	36,909.82
TODA - CD BALANCE	.00	.00	.00	.00
FUND TOTALS	36,878.50	31.32	.00	36,909.82
2013 065 MPEC INTEREST & SINKING FUND				
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	591,488.20	379,814.96	.00	971,303.16
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	591,488.20	379,814.96	.00	971,303.16
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	153,998.89	131.19	8,000.00-	146,130.08
FUND TOTALS	153,998.89	131.19	8,000.00-	146,130.08
2013 071 HOCKLEY CO ROAD BOND FUND				
CASH/AIM	20,702.90	17.63	.00	20,720.53
TDOA/ASB	.00	.00	.00	.00
FUND TOTALS	20,702.90	17.63	.00	20,720.53
2013 072 MALLET OPERATING FUND				
CASH/AIM	64,384.51	115,776.60	121,775.96-	58,385.15
FUND TOTALS	64,384.51	115,776.60	121,775.96-	58,385.15
2013 079 DA FEDERAL FORFEITED FUNDS				
CASH	.00	4,210.70	.00	4,210.70
FUND TOTALS	.00	4,210.70	.00	4,210.70
2013 080 FM & LR FUND				
CASH/AIM	4,384.29	3.73	.00	4,388.02
FUND TOTALS	4,384.29	3.73	.00	4,388.02
2013 081 DA TRUST ACCOUNT				
CASH/AIM	10,650.86	2,718.17	2,643.17-	10,725.86

VOL. 59 PAGE 638

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	10,650.86	2,718.17	2,643.17-	10,725.86
2013 082 DA FORFEITURE FUND				
CASH	15,424.62	3,351.17	4,360.72-	14,415.07
FUND TOTALS	15,424.62	3,351.17	4,360.72-	14,415.07
2013 083 CA THEFT OF SERVICE				
CASH	4,392.71	2,172.91	865.88-	5,699.74
FUND TOTALS	4,392.71	2,172.91	865.88-	5,699.74
2013 084 SHERIFF WORK RELEASE PROGRAM				
CASH	1,820.14	1.54	.00	1,821.68
FUND TOTALS	1,820.14	1.54	.00	1,821.68
2013 085 HOCKLEY CO GRANTS FUND				
CASH	4,748.99	.02	.00	4,749.01
FUND TOTALS	4,748.99	.02	.00	4,749.01
2013 086 JAG GRANT FUND				
CASH	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2013 087 HC JUVENILE PROBATION FEES				
CASH/AIM	38,780.40	543.14	.09-	39,323.45
FUND TOTALS	38,780.40	543.14	.09-	39,323.45
2013 088 PAYROLL CLEARING ACCOUNT				
CASH/ASB	1,021.70	330,458.24	330,430.18-	1,049.76
FUND TOTALS	1,021.70	330,458.24	330,430.18-	1,049.76
2013 089 SEIZURE PROCEEDS FUND				
CASH/ASB	27,303.19	5,022.79	5,000.00-	27,325.98
FUND TOTALS	27,303.19	5,022.79	5,000.00-	27,325.98
2013 090 JUVENILE PROBATION FUND				
CASH/AIM	20,430.20	20,383.41	13,478.43-	27,335.18
FUND TOTALS	20,430.20	20,383.41	13,478.43-	27,335.18
2013 091 JUVENILE PROBATION RESTITUTION				
CASH	10,741.06	289.14	100.00-	10,930.20
FUND TOTALS	10,741.06	289.14	100.00-	10,930.20
2013 092 HOCKLEY COUNTY COMMUNITY SUPER				
CASH/ASB	53,305.76	17,929.08	42,614.94-	28,619.90
FUND TOTALS	53,305.76	17,929.08	42,614.94-	28,619.90
2013 093 HOCKLEY COUNTY MEDICAL FUND				
CASH/ASB	9,943.05	8.46	.00	9,951.51
FUND TOTALS	9,943.05	8.46	.00	9,951.51
2013 094 COUNTY ATTORNEY RESTITUTION				
CASH/ASB	809.12	2,040.22	1,396.82-	1,452.52
FUND TOTALS	809.12	2,040.22	1,396.82-	1,452.52
2013 095 D A RESTITUTION FUND				
CASH/ASB	2,850.54	2.42	.00	2,852.96
FUND TOTALS	2,850.54	2.42	.00	2,852.96

VOL. 59 PAGE 639

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2013 096 CA/DA PRE-TRIAL DIVERSION FUND				
CASH	<u>28,468.68</u>	<u>2,395.05</u>	<u>1,215.38-</u>	<u>29,648.35</u>
FUND TOTALS	28,468.68	2,395.05	1,215.38-	29,648.35
2013 098 CLEARING FUND				
CASH	<u>.00</u>	<u>1,202,766.69</u>	<u>1,202,766.69-</u>	<u>.00</u>
FUND TOTALS	.00	1,202,766.69	1,202,766.69-	.00
GRAND TOTALS	<u>13,892,099.99</u>	<u>5,022,482.17</u>	<u>3,073,204.76-</u>	<u>15,841,377.40</u>

VOL. 59 PAGE 640

Investment Portfolio Pledged Securities  
 AM BANK  
 LITTLEFIELD, TX

InTrader (pledged )  
 Last: 12/31/2012  
 As-of: 01/31/2013  
 ZAIM 1018373

Sec ID Lbc	Ticket	Security Description Line 1 Security Description Line 2	Safekeeping Agent Rate	Maturity Maturity	Grp	Original Face S & P Par/Curr Face Moody	Priced Pledged	Book Value Market Value
PLEGGED TO: hockc		*HOCKLEY COUNTY						
3128LLV86		FHLMC #280839 ARM	THE INDEPENDENT BANKERSBANK			2,000,000.00	01/28/2013	1,900,591.76
TIB	213001966		2.301	06/01/2042	305	1,813,630.56	01/30/2013	1,866,068.52
3138A45N1		FNMA #AH3552	THE INDEPENDENT BANKERSBANK			2,100,000.00	01/28/2013	1,581,238.33
TIB	164027688		3.5	02/01/2026	305	1,477,917.00	01/30/2013	1,564,480.64
3138E4YC9		FNMA #AK0708	THE INDEPENDENT BANKERSBANK			3,260,000.00	01/28/2013	2,899,984.29
TIB	164028413		3.5	02/01/2027	305	2,707,428.56	01/30/2013	2,866,006.39
3138EGSHB		FNMA #AL0519	THE INDEPENDENT BANKERSBANK			2,500,000.00	01/28/2013	2,105,217.86
TIB	164024507		4	03/01/2026	305	1,942,278.43	05/22/2012	2,120,985.48
3138EJNE4		FNMA #AL2188 ARM	THE INDEPENDENT BANKERSBANK			2,900,000.00	01/28/2013	2,705,052.69
TIB	164027988		2.389	06/01/2042	305	2,571,691.78	01/30/2013	2,677,893.77
314168HJ0		FNMA #994933	THE INDEPENDENT BANKERSBANK			3,650,000.00	01/28/2013	1,472,897.48
TIB	184008082		5	09/01/2023	305	1,391,648.87	10/18/2010	1,506,388.76
31417YVX2		FNMA #MA0629	THE INDEPENDENT BANKERSBANK			5,000,000.00	01/28/2013	3,070,029.29
TIB	198003370		3.5	01/01/2021	305	2,867,900.25	05/26/2011	3,160,096.32
31418AF78		FNMA #MA1089	THE INDEPENDENT BANKERSBANK			2,850,000.00	01/28/2013	2,853,763.33
TIB	164027935		4	06/01/2032	305	2,621,276.58	01/30/2013	2,788,255.24
31418AG77		FNMA #MA1121	THE INDEPENDENT BANKERSBANK			2,850,000.00	01/28/2013	2,985,775.18
TIB	164027914		4	06/01/2032	305	2,743,160.34	01/30/2013	2,928,368.13
31418AG77		FNMA #MA1121	THE INDEPENDENT BANKERSBANK			1,400,000.00	01/28/2013	1,466,182.53
TIB	164029002		4	06/01/2032	305	1,347,517.35	01/30/2013	1,438,496.63
31418AH76		FNMA #MA1153	THE INDEPENDENT BANKERSBANK			4,000,000.00	01/28/2013	3,946,355.50
TIB	164029358		3	08/01/2022	305	3,701,905.04	01/30/2013	3,890,305.57
31418AJ33		FNMA #MA1181	THE INDEPENDENT BANKERSBANK			4,950,000.00	01/28/2013	4,897,647.63
TIB	164029593		3	09/01/2022	305	4,882,541.55	01/30/2013	4,920,649.48
31418AK80		FNMA #MA1218	THE INDEPENDENT BANKERSBANK			3,950,000.00	01/28/2013	4,053,746.45
TIB	164029389		3	10/01/2022	305	3,798,279.71	01/30/2013	3,991,585.03
31418U2M5		FNMA #AD7079	THE INDEPENDENT BANKERSBANK			4,175,000.00	01/28/2013	1,990,372.38
TIB	164019672		4.5	08/01/2025	305	1,877,410.88	05/26/2011	2,025,340.03
31419AY35		FNMA POOL AE0729	THE INDEPENDENT BANKERSBANK			2,100,000.00	01/28/2013	1,645,322.33
TIB	164024025		4	01/01/2026	305	1,528,527.34	05/22/2012	1,865,821.83
31419JTQ1		FNMA #AE7758	THE INDEPENDENT BANKERSBANK			3,000,000.00	01/28/2013	1,794,574.95
TIB	181098781		3.5	11/01/2029	305	1,703,286.96	05/22/2012	1,803,050.83
TOTAL FOR PLEDGE ID hockc								
Pledged: 18		Orig Face: 50,675,000.00	Current Face: 38,876,400.51		Market: 41,233,761.76		Book: 41,465,698.94	

Federal Home Loan Letter of Credit

19,000,000.

51,469,698.94



# Pledge Security Listing

January 31, 2013

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
2532	31417AXG9	FNMA AB4278	FHLB	x	3.00	01/01/2027		AAA	AA+	AAA	HTM	19,964,304	15,786,565.45	16,216,056.49	16,620,096.11	404,039.62
<b>Total for HOCKLEY CTY</b>												<b>19,964,304</b>	<b>15,786,565.45</b>	<b>16,216,056.49</b>	<b>16,620,096.11</b>	<b>404,039.62</b>

VOL. 59 PAGE 642

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

<b>FYE</b>	<b>Previous Balance Outstanding</b>	<b>Principal Payment Due</b>	<b>Interest Payment Due</b>	<b>Current Balance Outstanding</b>
<b>2010 PAID</b>	\$17,636,079.00	\$1,185,000.00	\$312,878.88	
			\$266,600.00	\$15,871,600.00
<b>2011 PAID</b>	\$15,871,600.00	\$1,255,000.00	\$508,100.00	
			\$0.00	\$14,108,500.00
<b>2012 PAID</b>	\$14,108,500.00	\$1,305,000.00	\$456,900.00	
				\$12,346,600.00
<b>2013</b>	\$12,346,600.00	\$1,360,000.00	\$403,600.00	
				\$10,583,000.00
<b>2014</b>	\$10,583,000.00	\$1,415,000.00	\$348,100.00	
				\$8,819,900.00
<b>2015</b>	\$8,819,900.00	\$1,475,000.00	\$290,300.00	
				\$7,054,600.00
<b>2016</b>	\$7,054,600.00	\$1,535,000.00	\$230,100.00	
				\$5,289,500.00
<b>2017</b>	\$5,289,500.00	\$1,595,000.00	\$167,500.00	
				\$3,527,000.00
<b>2018</b>	\$3,527,000.00	\$1,660,000.00	\$102,400.00	
				\$1,764,600.00
<b>2019</b>	\$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**

<b>Purchase Date</b>	<b>Account</b>	<b>Bank</b>	<b>Beginning Amount</b>	<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Interest Paid</b>	<b>Month's Interest Earned</b>
11/26/2012	011-AdValorem	PLATINUM	2,000,000.00	11/26/2014	1.14%	Monthly	\$1,938.95
11/26/2012	011-AdValorem	PLATINUM	2,039,072.20	11/26/2013	1.09%	Monthly	\$1,890.00
11/28/2011	060-I&S Hosp. Bd	AIM	36,481.21	11/28/2013	1.00%	Monthly	\$31.32

TREASURER'S FEB 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)} **\$21,908,390.93 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}

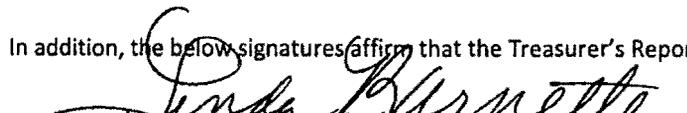
Therefore, Denise Bohannon, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying vouchers this the 12 day of Apr 2013

  
Denise Bohannon, Treasurer, Hockley County

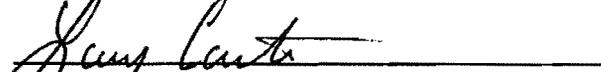
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's review and request that it be filed with the official minutes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

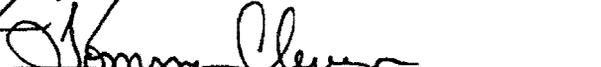
  
Linda Barnette, Auditor, Hockley County / Date

  
Larry Sprowls, County Judge

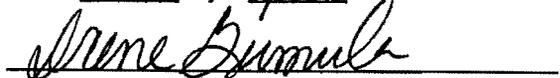
  
Curtis Thrash, Comm. Pct. #1

  
Larry Carter, Comm. Pct. #2

  
Whitey Barnett, Comm. Pct. #3

  
Topmy Clevenger, Comm. Pct. #4

Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court on this 15<sup>th</sup> day of April 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}

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

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2013 010 GENERAL FUND				
CASH/AIM	4,873,812.99	1,049,396.04	434,381.27-	5,488,827.76
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	4,873,812.99	1,049,396.04	434,381.27-	5,488,827.76
2013 011 AD VALOREM TAX ACCOUNT				
CASH/AIM	36,997.71	28.38	.00	37,026.09
CASH/TO AD VAL EXCESS	3,083,836.86	6,646,994.49	100,000.00-	9,630,831.35
CASH/BUSINESS ELITE SAVINGS	.00	100,000.00	100,000.00-	.00
TDOA - CD/ PLAT	4,046,603.13	3,832.56	.00	4,050,435.69
FUND TOTALS	7,167,437.70	6,750,855.43	200,000.00-	13,718,293.13
2013 012 OFFICERS SALARY FUND				
CASH/AIM	569,202.10	77,861.68	363,918.95-	283,144.83
FUND TOTALS	569,202.10	77,861.68	363,918.95-	283,144.83
2013 013 AUTO REGISTRATION FUND				
CASH/AIM	19,440.26	57,814.46	.00	77,254.72
FUND TOTALS	19,440.26	57,814.46	.00	77,254.72
2013 014 INDIGENT HEALTH CARE FUND				
CASH/AIM	16,878.44	11.15	9,450.51-	7,439.08
FUND TOTALS	16,878.44	11.15	9,450.51-	7,439.08
2013 016 HOCKLEY COUNTY: LEOSE FUND				
CASH/AIM	18,012.87	13.85	211.04-	17,815.68
FUND TOTALS	18,012.87	13.85	211.04-	17,815.68
2013 017 JURY FUND				
CASH/AIM	175,330.71	2,082.96	17,326.00-	160,087.67
FUND TOTALS	175,330.71	2,082.96	17,326.00-	160,087.67
2013 021 ROAD & BRIDGE #1				
CASH/AIM	37,385.07	100,055.28	84,282.57-	53,157.78
CASH/LAT1 AIM	35,210.12	.00	.00	35,210.12
FUND TOTALS	72,595.19	100,055.28	84,282.57-	88,367.90
2013 022 ROAD & BRIDGE #2				
CASH/AIM	263,791.10	226.24	86,677.58-	177,339.76
CASH/LATRD2/AIM	64,697.88	.00	.00	64,697.88
FUND TOTALS	328,488.98	226.24	86,677.58-	242,037.64
2013 023 ROAD & BRIDGE #3				
CASH/ASB	391,983.75	292.49	79,944.62-	312,331.62
CASH/LATRD3	17,784.82	.00	.00	17,784.82
FUND TOTALS	409,768.57	292.49	79,944.62-	330,116.44
2013 024 ROAD & BRIDGE #4				
CASH/ASB	105,922.46	56.18	85,406.70-	20,571.94
CASH/LATRD4	2,331.44	.00	.00	2,331.44
FUND TOTALS	108,253.90	56.18	85,406.70-	22,903.38
2013 025 ROAD & BRIDGE #5				
CASH/AIM	61,894.86	3,991.72	6,799.15-	59,087.43
FUND TOTALS	61,894.86	3,991.72	6,799.15-	59,087.43
2013 030 LAW LIBRARY FUND				
CASH/AIM	26,518.01	340.64	245.00-	26,613.65

VOL. 59 PAGE 647

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	26,518.01	340.64	245.00-	26,613.65
2013 035 LIBRARY FUND				
CASH/AIM	16,754.46	220.15	16,158.93-	815.68
FUND TOTALS	16,754.46	220.15	16,158.93-	815.68
2013 039 DISTRICT CLERK PRESERVATION				
CASH/AIM	15,392.42	1,650.28	.00	17,042.70
FUND TOTALS	15,392.42	1,650.28	.00	17,042.70
2013 040 COUNTY CLERK PRESERVATION FUND				
CASH/AIM	68,451.69	4,974.17	30,625.90-	42,799.96
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	68,451.69	4,974.17	30,625.90-	42,799.96
2013 041 RECORDS MANAGEMENT OFFICER				
CASH/AIM	13,805.10	494.79	717.59-	13,582.30
FUND TOTALS	13,805.10	494.79	717.59-	13,582.30
2013 042 R&B EXTRA FEE ACCOUNT				
CASH/ASB	131,768.20	14,502.34	.00	146,270.54
FUND TOTALS	131,768.20	14,502.34	.00	146,270.54
2013 043 COURTHOUSE SECURITY FUND				
CASH/AIM	42,198.28	1,665.24	614.76-	43,248.76
FUND TOTALS	42,198.28	1,665.24	614.76-	43,248.76
2013 044 JUSTICE COURT TECHNOLOGY FUND				
CASH	46,379.56	1,400.40	1,782.49-	45,997.47
FUND TOTALS	46,379.56	1,400.40	1,782.49-	45,997.47
2013 045 SHERIFF CASH BOND ACCOUNT				
CASH	37,409.42	2,000.00	.00	39,409.42
FUND TOTALS	37,409.42	2,000.00	.00	39,409.42
2013 046 COUNTY CLERK CASH BOND ACCT				
CASH	52,619.02	1,000.00	.00	53,619.02
FUND TOTALS	52,619.02	1,000.00	.00	53,619.02
2013 047 JPS 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	28,647.95	32,670.84	28,114.64-	33,204.15
FUND TOTALS	28,647.95	32,670.84	28,114.64-	33,204.15
2013 050 JUSTICE BENEFIT FUND				
CASH	33,984.83	26.35	.00	34,011.18
FUND TOTALS	33,984.83	26.35	.00	34,011.18
2013 051 JUSTICE OF PEACE #1				
CASH	8,465.90	9,276.58	8,009.40-	9,733.08
FUND TOTALS	8,465.90	9,276.58	8,009.40-	9,733.08
2013 052 JUSTICE OF PEACE #2				
CASH	647.46	819.40	877.90-	588.96

VOL. 59 PAGE 648

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	647.46	819.40	877.90-	588.96
2013 054 JUSTICE OF PEACE #4				
CASH	2,520.68	3,421.60	2,514.73-	3,427.55
FUND TOTALS	2,520.68	3,421.60	2,514.73-	3,427.55
2013 055 JUSTICE OF PEACE #5				
CASH	31,480.23	56,946.95	33,784.56-	54,642.62
FUND TOTALS	31,480.23	56,946.95	33,784.56-	54,642.62
2013 056 SHERIFF FEE ACCOUNT				
CASH	1,884.89	.58	1,132.98-	752.49
FUND TOTALS	1,884.89	.58	1,132.98-	752.49
2013 057 SO TRAINING DONATIONS FUND				
CASH/ASB	1,961.39	1.51	.00	1,962.90
FUND TOTALS	1,961.39	1.51	.00	1,962.90
2013 060 I&S FUND: '88 HOSPITAL BOND				
CASH/ASB	36,909.82	31.35	.00	36,941.17
TODA - CD BALANCE	.00	.00	.00	.00
FUND TOTALS	36,909.82	31.35	.00	36,941.17
2013 065 MPEC INTEREST & SINKING FUND				
CASH	.00	.00	.00	.00
BUSINESS ELITE SAVINGS ACCT	971,303.16	995,345.86	1,575,400.00-	391,249.02
TDOA - INVESTMENT BALANCE	.00	.00	.00	.00
FUND TOTALS	971,303.16	995,345.86	1,575,400.00-	391,249.02
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	146,130.08	107.50	7,500.00-	138,737.58
FUND TOTALS	146,130.08	107.50	7,500.00-	138,737.58
2013 071 HOCKLEY CO ROAD BOND FUND				
CASH/AIM	20,720.53	16.06	.00	20,736.59
TDOA/ASB	.00	.00	.00	.00
FUND TOTALS	20,720.53	16.06	.00	20,736.59
2013 072 MALLET OPERATING FUND				
CASH/AIM	58,385.15	35,994.89	61,800.31-	32,579.73
FUND TOTALS	58,385.15	35,994.89	61,800.31-	32,579.73
2013 079 DA FEDERAL FORFEITED FUNDS				
CASH	4,210.70	3.23	.00	4,213.93
FUND TOTALS	4,210.70	3.23	.00	4,213.93
2013 080 FM & LR FUND				
CASH/AIM	4,388.02	3.39	.00	4,391.41
FUND TOTALS	4,388.02	3.39	.00	4,391.41
2013 081 DA TRUST ACCOUNT				
CASH/AIM	10,725.86	3,427.27	3,497.27-	10,655.86

VOL. 59 PAGE 649

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	10,725.86	3,427.27	3,497.27-	10,655.86
2013 082 DA FORFEITURE FUND				
CASH	14,415.07	13.72	374.76-	14,054.03
FUND TOTALS	14,415.07	13.72	374.76-	14,054.03
2013 083 CA THEFT OF SERVICE				
CASH	5,699.74	3,122.28	2,631.58-	6,190.44
FUND TOTALS	5,699.74	3,122.28	2,631.58-	6,190.44
2013 084 SHERIFF WORK RELEASE PROGRAM				
CASH	1,821.68	1.41	.00	1,823.09
FUND TOTALS	1,821.68	1.41	.00	1,823.09
2013 085 HOCKLEY CO GRANTS FUND				
CASH	4,749.01	3,504.58	.00	8,253.59
FUND TOTALS	4,749.01	3,504.58	.00	8,253.59
2013 086 JAG GRANT FUND				
CASH	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2013 087 HC JUVENILE PROBATION FEES				
CASH/AIM	39,323.45	30.46	.00	39,353.91
FUND TOTALS	39,323.45	30.46	.00	39,353.91
2013 088 PAYROLL CLEARING ACCOUNT				
CASH/ASB	1,049.76	268,989.00	268,969.09-	1,069.67
FUND TOTALS	1,049.76	268,989.00	268,969.09-	1,069.67
2013 089 SEIZURE PROCEEDS FUND				
CASH/ASB	27,325.98	5,372.57	.00	32,698.55
FUND TOTALS	27,325.98	5,372.57	.00	32,698.55
2013 090 JUVENILE PROBATION FUND				
CASH/AIM	27,335.18	17,131.06	13,727.90-	30,738.34
FUND TOTALS	27,335.18	17,131.06	13,727.90-	30,738.34
2013 091 JUVENILE PROBATION RESTITUTION				
CASH	10,930.20	8.35	180.00-	10,758.55
FUND TOTALS	10,930.20	8.35	180.00-	10,758.55
2013 092 HOCKLEY COUNTY COMMUNITY SUPER				
CASH/ASB	28,619.90	18,707.12	32,185.01-	15,142.01
FUND TOTALS	28,619.90	18,707.12	32,185.01-	15,142.01
2013 093 HOCKLEY COUNTY MEDICAL FUND				
CASH/ASB	9,951.51	7.71	.00	9,959.22
FUND TOTALS	9,951.51	7.71	.00	9,959.22
2013 094 COUNTY ATTORNEY RESTITUTION				
CASH/ASB	1,452.52	1,431.51	1,472.18-	1,411.85
FUND TOTALS	1,452.52	1,431.51	1,472.18-	1,411.85
2013 095 D A RESTITUTION FUND				
CASH/ASB	2,852.96	2.20	.00	2,855.16
FUND TOTALS	2,852.96	2.20	.00	2,855.16

VOL. 59 PAGE 650

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2013 096 CA/DA PRE-TRIAL DIVERSION FUND				
CASH	<u>29,548.35</u>	<u>408.08</u>	<u>.00</u>	<u>30,056.43</u>
FUND TOTALS	29,548.35	408.08	.00	30,056.43
2013 098 CLEARING FUND				
CASH	<u>.00</u>	<u>1,316,295.99</u>	<u>1,316,295.99-</u>	<u>.00</u>
FUND TOTALS	.00	1,316,295.99	1,316,295.99-	.00
GRAND TOTALS	<u>15,841,377.40</u>	<u>10,844,024.89</u>	<u>4,777,011.36-</u>	<u>21,908,390.93</u>

VOL. 59 PAGE 651

Investment Portfolio Pledged Securities  
 AIM BANK  
 LITTLEFIELD, TX

InTrader (pledged )  
 Last: 01/31/2013  
 As-of: 02/28/2013  
 2AMM 1018373

Sec ID	Security Description Line 1	Safekeeping Agent	Original Face S & P	Priced	Book Value
Loc	Security Description Line 2	Rate Maturity Grp	Par/Curr Face Moody	Pledged	Market Value
PLEGDED TO: heckc *HOCKLEY COUNTY					
3128LLV85	FHLMC #280638 ARM	THE INDEPENDENT BANKERSBANK	2,000,000.00	02/25/2013	1,881,409.58
TIB 213001965		2.301 06/01/2042 305	1,795,378.34	01/30/2013	1,663,773.01
3138A45A1	FNMA #AH3552	THE INDEPENDENT BANKERSBANK	2,100,000.00	02/25/2013	1,515,825.53
TIB 164027666		3.5 02/01/2026 305	1,416,953.12	01/30/2013	1,501,053.09
3138E4YC9	FNMA #AK0706	THE INDEPENDENT BANKERSBANK	3,250,000.00	02/25/2013	2,816,411.13
TIB 164026413		3.5 02/01/2027 305	2,629,772.80	01/30/2013	2,785,856.86
3138EGSH8	FNMA #AL0519	THE INDEPENDENT BANKERSBANK	2,500,000.00	02/25/2013	2,056,670.45
TIB 164024507		4 03/01/2028 305	1,897,928.50	05/22/2012	2,073,445.62
3138EJNE4	FNMA #AL2188 ARM	THE INDEPENDENT BANKERSBANK	2,900,000.00	02/25/2013	2,539,215.42
TIB 164027988		2.389 06/01/2042 305	2,508,230.59	01/30/2013	2,607,907.40
31416BHJ0	FNMA #994933	THE INDEPENDENT BANKERSBANK	3,650,000.00	02/25/2013	1,442,045.13
TIB 164006062		5 09/01/2023 305	1,362,812.22	10/18/2010	1,474,088.28
31417YVX2	FNMA #MA0529	THE INDEPENDENT BANKERSBANK	5,000,000.00	02/25/2013	2,974,230.64
TIB 198003370		3.5 01/01/2021 305	2,875,811.40	05/26/2011	3,054,601.11
31418AF78	FNMA #MA1089	THE INDEPENDENT BANKERSBANK	2,850,000.00	02/25/2013	2,816,870.40
TIB 164027935		4 06/01/2032 305	2,567,766.74	01/30/2013	2,770,701.17
31418AG77	FNMA #MA1121	THE INDEPENDENT BANKERSBANK	2,850,000.00	02/25/2013	2,962,328.09
TIB 164027914		4 06/01/2032 305	2,722,275.51	01/30/2013	2,914,718.84
31418AG77	FNMA #MA1121	THE INDEPENDENT BANKERSBANK	1,400,000.00	02/25/2013	1,454,670.22
TIB 164029002		4 06/01/2032 305	1,337,258.15	01/30/2013	1,431,791.62
31418AH76	FNMA #MA1153	THE INDEPENDENT BANKERSBANK	4,000,000.00	02/25/2013	3,864,244.44
TIB 164029358		3 08/01/2022 305	3,626,356.36	01/30/2013	3,630,177.02
31418AJ33	FNMA #MA1181	THE INDEPENDENT BANKERSBANK	4,950,000.00	02/25/2013	4,910,400.78
TIB 164029593		3 09/01/2022 305	4,602,876.99	01/30/2013	4,861,583.35
31418AK80	FNMA #MA1216	THE INDEPENDENT BANKERSBANK	3,950,000.00	02/25/2013	3,963,153.75
TIB 164029389		3 10/01/2022 305	3,715,047.21	01/30/2013	3,923,852.78
31418U2M5	FNMA #AD7079	THE INDEPENDENT BANKERSBANK	4,175,000.00	02/25/2013	1,908,905.14
TIB 164019672		4.5 06/01/2025 305	1,800,722.76	06/26/2011	1,940,359.25
31419AY35	FNMA POOL AED729	THE INDEPENDENT BANKERSBANK	2,100,000.00	02/25/2013	1,630,256.77
TIB 164024025		4 01/01/2026 305	1,514,889.81	05/22/2012	1,651,669.48
31419JTG1	FNMA #AE7758	THE INDEPENDENT BANKERSBANK	3,000,000.00	02/25/2013	1,720,615.26
TIB 161038761		3.5 11/01/2025 305	1,633,255.20	05/22/2012	1,730,193.27
<b>TOTAL FOR PLEDGE ID heckc</b>					
Pledged: 15		Orig Face: 50,675,000.00	Current Face: 38,027,336.70	Market: 40,415,771.95	Book: 40,557,252.73

Federal Home Loan Letters of Credit

10,200,000.00  
 56,557,252.73

# Pledge Security Listing

February 28, 2013

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
<b>HOCKLEY CTY</b>																
2532	31417AXG9	FNMA AB4278	FHLB	x	3.00	01/01/2027		AAA	AA+	AAA	HTM	19,964,304	15,243,482.28	15,645,431.75	15,987,364.21	341,932.46
Total for HOCKLEY CTY												19,964,304	15,243,482.28	15,645,431.75	15,987,364.21	341,932.46

VOL. 59 PAGE 653

**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**

<b>Purchase Date</b>	<b>Account</b>	<b>Bank</b>	<b>Beginning Amount</b>	<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Interest Paid</b>	<b>Month's Interest Earned</b>
11/26/2012	011-AdValorem	PLATINUM	2,000,000.00	11/26/2014	1.14%	Monthly	\$1,940.82
11/26/2012	011-AdValorem	PLATINUM	2,039,072.20	11/26/2013	1.09%	Monthly	\$1,891.74
11/28/2011	060-I&S Hosp. Bd	AIM	36,481.21	11/28/2013	1.00%	Monthly	\$31.35

Motion by Commissioner Barnett, seconded by Commissioner Carter  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Five Hundred Forty Eight Dollars and Ten Cents (\$548.10) to Bettina O'Connor, approve the tax refund in the amount of Six Hundred Sixty Dollars and Ten Cents (\$660.10) to Howard Isaacks, approve the tax refund in the amount of Seven Hundred Eighty Two Dollars and Twenty Seven Cents (\$782.27) to Howard Isaacks, as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Carter, seconded by Commissioner Clevenger  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath of Larae Berry, as per Official Bond and Oath recorded below.

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of HOCKLEY } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF-54939460

That we, Larae Berry, 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 County Judge, his successors in office,

in the sum of 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 8th day of April, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 17th day of December, 2012, duly appointed Mallett Arena & Livestock Mgr. in and for Hockley County, State of Texas, for a term of indefinite commencing on the 17th day of December, 2012.

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.

Principal

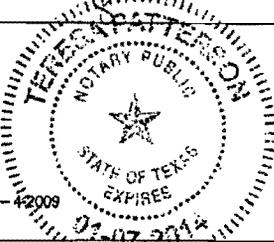
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Hockley } ss

Before me, Teresa Patterson on this day, personally appeared Larae Berry, 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 802 Houston Lewlland, Texas, this April day of 2013.



Teresa Patterson  
Hockley County, Texas

Form 862-42009

VOL. 59 PAGE 657

Western Surety Company  
1-605-336-0850

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 Larae Berry as Mallet, Arena & Livestock Manager in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:  
Alene Dumala Clerk  
County Court Hockley County

Date 4-19-13  
[Signature] County Judge,  
Hockley County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

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

\_\_\_\_\_  
Clerk  
By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

## 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 61.302	"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 61.309	"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, \$50,000 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."
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 and promptly pay to the entitled party all money that comes into his hands 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 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh 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 certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.

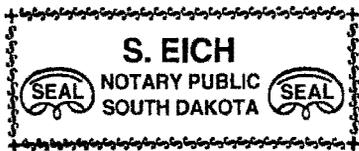
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
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.



My Commission Expires February 12, 2015

*S. Eich*

Notary Public

**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](mailto: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](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concierne 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 Clevenger, seconded by Commissioner Barnett  
4 Votes Yes, 0 Votes No, that Commissioners' Court rescind the Sheriff's half time pay policy  
from the Personnel Policy, as per Policy recorded below.

## Holiday

1. At the beginning of each fiscal year, each employee of the Hockley County Sheriff's Office will have the number of paid holidays designated by the Hockley County Commissioner's Court calculated into their annual salary. This will be calculated in the following manner:

Hourly wage x 1.5 x 8 hours x number of holidays

$14.00 \times 1.5 = (21) \times 8 = (168) \times 13 = (2184.00)$

$14.00 \text{ (rate)} \times 42.75 \text{ (hours)} = 598.5 \text{ (weekly pay)} \times 52 = (31122.00)$   
annual salary)

$31122.00 \text{ (annual salary)} + 2184.00 \text{ (holiday pay)} = 33,306.00$

This formula will ensure that each employee receives holiday pay regardless of which shift they are assigned to.

2210 hrs in man hours in 1 year at 42.75 hours per week

Salary divided by 2210 = hourly wage

Hourly wage x 1.5 = overtime rate (OTR)

OTR x 8 hrs x 13 holidays = annual holiday pay

Annual salary + annual holiday pay = annual gross pay

## Half Time Pay

During certain periods of the year the Sheriff may designate an officer to be the on-call deputy. When this designation is made, the designated deputy is restricted from leaving the county and must remain available for calls for service, back up for the on duty deputy and all other emergency operations. The on-call deputy will receive one half of the deputy's hourly rate of pay per hour for the duration of the on-call status. In the event the deputy is called into service the hourly rate will increase to the full hourly wage for as long as the deputy is in service. When the deputy goes back to on-call status, the hourly rate will revert back to half time until the next call for service. In the event the time in full service causes the deputy to work overtime, the corresponding overtime pay rate will be paid for any hours over 171 within the 28 day pay cycle.

Motion by Commissioner Thrash, seconded by Commissioner Carter  
4 Votes Yes, 0 Votes No, that Commissioners' Court request proposals for interior demolition of  
the building located at 624 Ave. H, as per Request for Proposals recorded below.

THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT  
OF HOCKLEY COUNTY, TEXAS

**REQUEST FOR PROPOSALS**

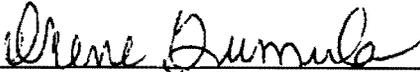
Hockley County is requesting proposals from vendors for the following purpose:

**INTERIOR DEMOLITION OF 624 AVE. H, LEVELLAND, TX.**

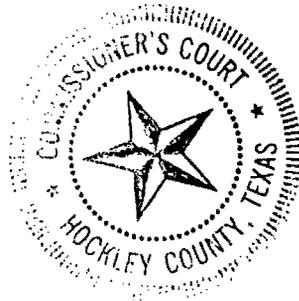
Proposals must be delivered to the office of the County Judge of Hockley County, 802 Houston Street, Suite 101, Levelland, Texas 79336 by 10:00 A.M. on May 6, 2013. Proposals will be opened at 10:00 A.M. on May 6, 2013.

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

Given under my hand and seal of said Court, this the 15<sup>th</sup> day of APRIL, A.D. 2013.



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



Motion by Commissioner Carter, seconded by Commissioner Clevenger  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Letter of Engagement between  
Hockley County and AMD Engineering, LLC, to expand the RV parking and parking lot at the  
Mallett Event Center and Arena, as per Letter recorded below.



April 12, 2013

Mr. Larry Carter  
Hockley County Commissioner  
Hockley County Courthouse  
802 Houston Street, Suite 101  
Levelland, TX 79336

Re: Consulting Services / Engagement Letter

Dear Commissioner Carter:

This letter constitutes the letter of engagement between Hockley County and AMD Engineering, LLC.

AMD Engineering will perform such engineering, surveying, and related services as cleared by Hockley County on an "as needed" basis with the scope and fees for each assignment being delineated and approved by Hockley County, as described in a future prepared Individual Project Order. A copy of our Standard Master Agreement and a rate schedule is attached for your review/approval.

Please review our Master Standard Agreement and contact us if you have any questions or request revisions. Upon execution of the Master Standard Agreement, we can proceed with preparation of the Individual Project Order, scope and fees for the specific projects.

We appreciate the opportunity to work with the people of Hockley County.

Sincerely,

Jimmy D. McDaniel, P.E.  
AMD Engineering, LLC

JDM/dw  
Attachments

2807 74<sup>th</sup> Street, Suite 8  
Lubbock, Texas 79423

TBPE Reg. # F-9197  
[www.amdeng.com](http://www.amdeng.com)

Office: (806) 771-5976  
Fax: (806) 771-7625

VOL. 59 PAGE 667

**STANDARD MASTER AGREEMENT BETWEEN [REDACTED] AND  
AMD ENGINEERING, LLC FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this [REDACTED] day of [REDACTED], [REDACTED], by and between [REDACTED] ("the Client") and AMD ENGINEERING, LLC ("the Consultant").

RECITALS

The Client and the Consultant desire to set forth the general terms and conditions whereby the Consultant will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO").

AGREEMENT

(1) Scope of Services and Additional Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.10 time cost.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and full information as to the Client's requirements for the Project, including objectives and constraints, space, capacity and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project

including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such as legal services as the Client may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by any contractor(s) employed by the Client (hereinafter the "Contractor"), such auditing services as the Client may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Client may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(j) If the Client designates a person to represent the Client at the site who is not the Consultant or the Consultant's agent or employee, set forth the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of the Consultant, stating these matters in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

(k) If more than one prime contract is to be awarded for construction, materials, equipment and services for the Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

(l) Furnish to the Consultant data or estimated figures as to the Client's anticipated costs for services to be provided by others for the Client as required for the Consultant to support opinions of probable total Project

costs.

(m) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incident to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.10 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(d) In addition to amounts payable by the Client to the Consultant hereunder, the Client shall be invoiced for and shall pay to the Consultant in accordance with these provisions all taxes, if any, whether state, local, or federal levied with respect to such amounts.

(5) Method of Payment.

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due the Consultant under this or any other agreement within

30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

(c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall

be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any changes occur in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) Standard of Care. In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder.

(11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the

negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services. The parties shall decide if Consultant is to proceed with testing and evaluation and may enter into further agreements as to the additional scope, fee, and terms for such services.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable

shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(Client)

AMD ENGINEERING, LLC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

(IF CORPORATION, AFFIX  
CORPORATE SEAL)

VOL. 59 PAGE 675

INDIVIDUAL PROJECT ORDER NUMBER \_\_\_\_\_

Describing a specific agreement between AMD Engineering, LLC (the Consultant), and \_\_\_\_\_ (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated \_\_\_\_\_, which is incorporated herein by reference.

Identification of Project: \_\_\_\_\_

General category of Services: \_\_\_\_\_

Specific scope of basic Services: \_\_\_\_\_

Additional Services if required: \_\_\_\_\_

Schedule: \_\_\_\_\_

Deliverables: \_\_\_\_\_

Method of compensation: \_\_\_\_\_

Special terms of compensation: \_\_\_\_\_

Other special terms of Individual Project Order: \_\_\_\_\_

ACCEPTED:

CLIENT

AMD ENGINEERING, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

VOL. 59 PAGE 677



PROFESSIONAL SERVICES HOURLY RATE SCHEDULE

Date: Effective: April 20, 2011

Rates include all salaries, salary expenses, overhead, and profit.

Office Staff:

Principal .....	\$ 140.00 per hour
Project Manager .....	\$ 125.00 per hour
Senior P.E. ....	\$ 115.00 per hour
P.E. ....	\$ 110.00 per hour
E.I.T. ....	\$ 95.00 per hour
Engineering Intern .....	\$ 70.00 per hour
Sr. CADD Technician.....	\$ 75.00 per hour
CADD Technician .....	\$ 65.00 per hour
Research.....	\$ 60.00 per hour
Clerical.....	\$ 50.00 per hour
R.P.L.S. ....	\$ 110.00 per hour
Survey Tech (Sr.) (S.I.T.) .....	\$ 85.00 per hour
Survey Tech (Jr.) (CST Certification) .....	\$ 75.00 per hour
Survey CADD Technician .....	\$ 70.00 per hour
1 Man Survey Crew – Conventional.....	\$ 100.00 per hour
2 Man Survey Crew – Conventional.....	\$ 120.00 per hour
3 Man Survey Crew – Conventional.....	\$ 140.00 per hour
Additional \$ 40.00 per hour for survey crews using Robot or GPS.	
Additional \$ 35.00 per hour for survey crew with R.P.L.S.	

Reimbursables:

Sub-consultants, Sub-contractors, and Supplies .....	Cost plus 10%
Plan Reproduction.....	Cost plus 10%
Filing Fees, Review Fees paid for client by AMD .....	Cost plus 10%
Mylar Prints .....	\$ 12.00 per print
Mileage (Out of Town Travel or more than 40 miles to job) .....	\$ 0.75 per mile
Meals and Lodging (Out of Town Travel).....	Actual Cost

2807 74<sup>th</sup> Street  
Lubbock, Texas 79423

TBPE Reg. # F-9197  
www.amdeng.com

Office: (806) 771-5976  
Fax: (806) 771-7625

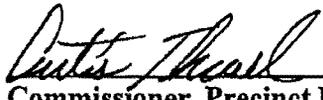
VOL. 59 PAGE 678

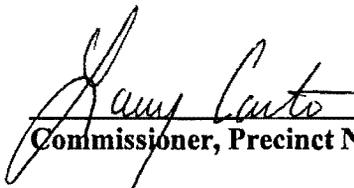
Commissioners' Court went into closed session pursuant to Section 551.071 of the Texas Government Code at 10:29 A.M., concerning the pending litigation between Ropesville Fire Department and the City of Ropesville.

Commissioner' Court came back into session at 11:00A.M., no action taken.

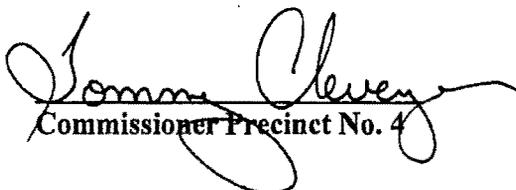
There being no further business to come before the Court, the Judge declared  
Court adjourned, subject to call.

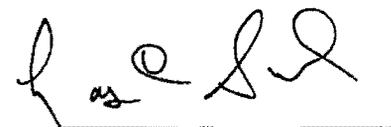
The foregoing Minutes of a Commissioners' Court meeting held on the 15<sup>th</sup>  
day of April, A. D. 2013, was examined by me and approved.

  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 2

  
Commissioner, Precinct No. 3

  
Commissioner Precinct No. 4

  
County Judge

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