

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

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 1st day of May, 2017 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, April 17, 2017.
2. Read for approval all monthly bills and claims submitted to the court and dated through May 1, 2017.
3. Hear the Public Assistance monthly report.
4. Consider and take necessary action to approve the Hockley County Pauper/Cremation/Burial Procedure.
5. Hear Texas AgriLife update.
6. Consider and take necessary action to review and approve Pedestrian Sign Agreement with Mainstreet for Courthouse and Courthouse Annex Buildings.
7. Consider and taken necessary action to approve the NTS Service Agreement for the Juvenile Probation office.
8. Consider and take necessary action to approve Interlocal Agreements for street maintenance with Smyer, Texas and Anton, Texas.
9. Consider and take necessary action to approve Tax Deeds for 710 E. Spencer St, Anton, Texas, 625 Bradley Street and 627 Bradley Street all in Anton, Texas.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: *Sharla Baldrige*
Sharla Baldrige, 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 27th day of April, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 27th day of April, 2017.

Irene Gumula

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

Filed for Record
at _____ o'clock _____ M.

APR 27 17

Irene Gumula
County Clerk Hockley County, Texas

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REGULAR MEETING
MAY 1, 2017

Be it remembered that on this the 1ST day of May A.D. 2017, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	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 Special meeting of the Commissioners' Court, held on the 17th day of April, A.D. 2017, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through May 1st, A. D. 2017, be approved and stand as read.

Rebecca Currington, Public Assistance Administrator reported her April 2017, monthly approvals and denial request for Public, Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of April 2017.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Fidelia Perez	406 East Stanolind	Sundown	Electric	\$ 75.00
Kemisha Asberry	118 Poplar	Levelland	Shelter	\$150.00

DENIED APPLICANTS

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

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

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Beatrice Aguinaga	910 Ave B	Levelland

**Motion by Commissioner Carter, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Hockley County
Pauper/Cremation/Burial Procedure, as per Hockley County Pauper/Cremation/Burial
Procedure recorded below.**

**HOCKLEY COUNTY
PAUPER CREMATION / BURIAL PROCEDURE**

Provisions:

1. All proceedings relating to the final arrangements for pauper remains shall be conducted with the utmost solemnity and respect for the decedent.
2. Decedent must have been residing within the boundaries of Hockley County at time of death.
3. Applications will be taken only after the person is deceased.
4. Method of disposition of a pauper's remains will be by cremation in accordance with prevailing law. Only unidentified persons will be subject to burial. In addition,
 - a. only those items listed below will be provided by the funeral home; and
 - b. no additional amenities will be provided independently by the survivors or by any other party; in addition no supplemental payments may be made to the funeral home.
 - c. Neither applicant, other family member nor outside party acting on behalf of the family may contract with another funeral home to provide any services.
5. County approved cremation package consists of:
 - a. Pickup & delivery to crematory by funeral home
 - b. Cremation
 - c. Container
6. County approved burial package of unidentified person consists of:
 - a. Pickup by funeral home
 - b. Basic casket
 - c. Transport to cemetery
 - d. Disposition of remains –
City of Levelland will provide plot and opening & closing of said plot at request of Hockley County

County Responsibilities:

1. Process all paperwork to include that which is necessary according to law and as necessary to determine eligibility for disposition of body of pauper:
 - a. Request all information necessary to determine whether County criteria is met. The following information must be included:
 - i. demographic data,
 - ii. place of death (address/county),
 - iii. Veteran status,
 - iv. next of kin/responsible party,
 - v. any known income/available resources of the deceased and person(s) having the "right, duty, and liability to control disposition of the body per Sections 711.002(a) and (d) of the Texas Health & Safety Code for anytime during the month of death, including but not limited to -
 1. income,
 2. checking / savings accounts,
 3. market value of real estate, vehicle or other property solely owned by deceased,
 4. insurance policies - life and burial,
 - vi. outstanding debts of the estate (if known).
2. Notify funeral home of approval or denial of application.
3. Receive itemized invoice & pay approved expenses only.

Funeral Home Responsibility:**General:**

1. Pick up body of deceased.
2. Transport deceased to & from crematory.
3. Turn over ashes to authorized family member.
4. In the event no family member(s) come forward to take possession of the remains then per 716.302(c) of the Texas Health & Safety Code the funeral home shall have the authority to dispose of the remains following the 121st day after cremation; The funeral home is responsible for documenting the disposition.
5. City will provide for burial of unclaimed remains.
6. File death certificate, report of death, & notify the Social Security Administration
7. Accept County program funds as payment in full -
 - a. Do NOT waiver from indigent policies approved by the County
 - b. Do NOT accept funds from next of kin, etc. to provide additional services or to supplement county approved package
 - c. Reimburse the county in event unforeseen funds received from any other source.

**DISPOSITION OF BODY OF PAUPER
ELIGIBILITY CRITERIA**

Eligibility for Hockley County Disposition of Body of Pauper Program is based on residency and countable income and assets. In order to determine eligibility, applicants will be asked to complete an application, a checklist of accessible income and assets listing of debts for the deceased and legally responsible persons. In the event that no next of kin or other legally responsible person is identified, the application will be completed and signed by the person so designated by the Commissioners' Court.

Applications will be available at the County Public Assistance Office. Completed applications will be processed for eligibility determination. If approved, a referral, funeral home affidavit, and notice of decision will be faxed/delivered to the funeral home.

COUNTY OF RESIDENCE: Hockley County

INCOME/ASSETS:

Countable income and accessible assets total must be at or below the maximum amount the county has agreed to pay the funeral home.

DEFINITIONS:

Income: all earned and unearned income

Accessible Assets: assets readily and legally available to the deceased or to responsible persons. These include but may not be limited to checking, savings and other accounts, cash receivables from all sources, cash value on insurance policies, and insurance policy benefits or other death benefits available due to the death of the decedent.

Countable Funds: income and assets total minus the debts in the month of death.

Legally Responsible Relationship: A legally responsible relationship exists between the deceased and related persons defined in Section 711.002(a) and (d) of the Texas Health & Safety Code as having the right, duty, and liability to control the disposition of the decedent's remains.

Revised 05/01/17

Heard Texas AgriLife updates. Discussion only.

**Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Vote Yes, 0 Votes No, that Commissioners' Court review and approve Pedestrian
Sign Agreement with Mainstreet for the Courthouse Annex Buildings, as per
Agreement recorded below.**



Pedestrian Sign Agreement

Thank you for participating in our Pedestrian Sign Project. It is the goal of the Main Street Program to have a full sign for every building downtown. With the help of Allied Oilfield, two Anice Read Fund grants through the Texas Downtown Association and your help we can make this happen!

The sign, bracket and insert, are owned by the Main Street Program. The ownership of the sign, bracket and insert, will remain always as Main Street property. Each insert will be personalized per business. Main Street will work with businesses for correct wording and spelling of business names. The business name will appear on both sides of the insert. Please do not remove the insert for any reason before speaking with the Main Street Manager. Only approved inserts are permitted in the brackets. Closing and/or moving businesses: inserts may be taken with approval from the Main Street Manager and a small donation is encouraged (unless insert was purchased), but may not be used for anything other than personal use. Should your insert need replaced for any reason, a new insert may be purchased for \$75 from the Main Street Program. Our cost for a full sign, insert and bracket, is \$250. The retail value is \$461.

The sign bracket will become part of your building and is covered under your normal General Liability Policy as a building attachment (similar to awnings, other signage, etc.). The sign, bracket and insert, must remain where it is placed by the Main Street Program. Placement and installation of each sign, bracket, is selected in accordance with local and state regulations. If needed, changes in sign, bracket placement may be discussed with the Main Street Manager to ensure compliance with regulations mentioned above. You will be notified of sign, bracket placement before installation. Signs, bracket and insert, are designed in accordance with the Main Street Beautification Guidelines. Signs, bracket and insert, are limited to one per business.

Main Street will coordinate the installation and manufacturing of the signs, bracket and insert, through Allied Oilfield. Allied Oilfield is not responsible for any maintenance, insurance, or liability of the signs, bracket and insert. Each sign, bracket, will be installed to withhold its weight and withstand general West Texas weather. Please help us extend the life of each sign, bracket and insert, by keeping the sign clean and void of any add-ons. Main Street has a plan to budget every 3-5 years for repairs and maintenance of all signs, brackets. Maintenance of sign, inserts, will be the responsibility of the business and/or property owner.

This project is the result of multiple partnerships and diligent planning by our Main Street Design Committee and Advisory Board. Thanks again is attributed to Allied Oilfield, and grants from the Texas Downtown Association-Anice Read Fund.

Due to the overwhelming excitement, many Main Street Merchants have asked how they can help. Donations are greatly appreciated and will be put back toward installing more signs as the grant requires matching funds.

In order to enhance and beautify Downtown Levelland your participation is strongly encouraged. We appreciate your participation in this program, which we believe will further enhance the appearance of our downtown area.

Yours truly,

Missy Passmore
Main Street Manager

I have read and approve of a Main Street pedestrian sign to be installed for Heckley County
Business Name

In signing this agreement (for renters only), you have confirmed with the building owner the addition of this sign is granted.

Sharla Baldrige

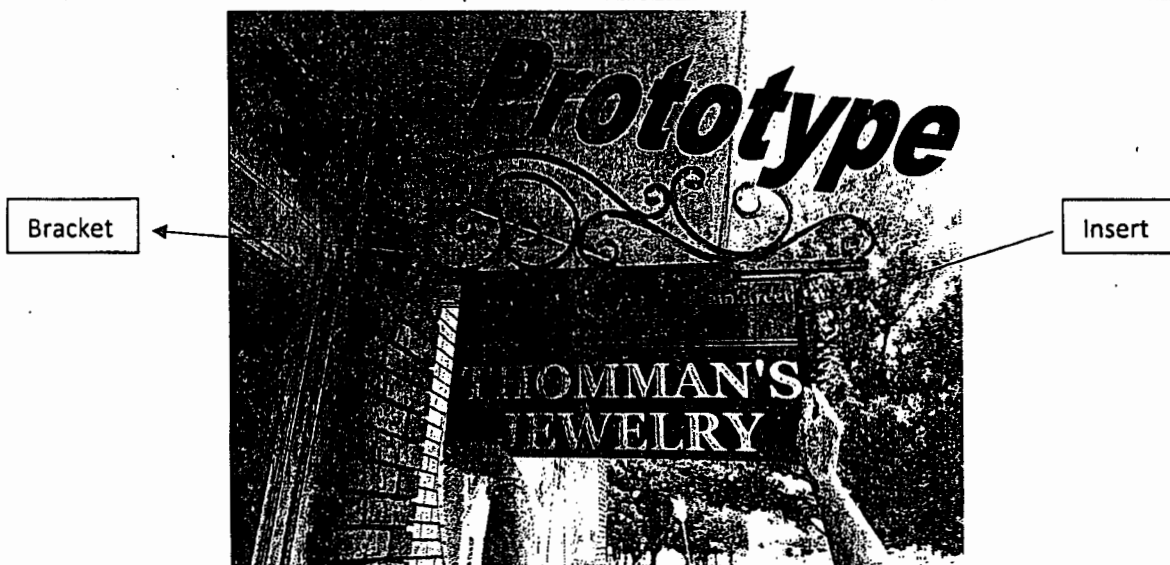
Printed Name

Sharla Baldrige

Signature

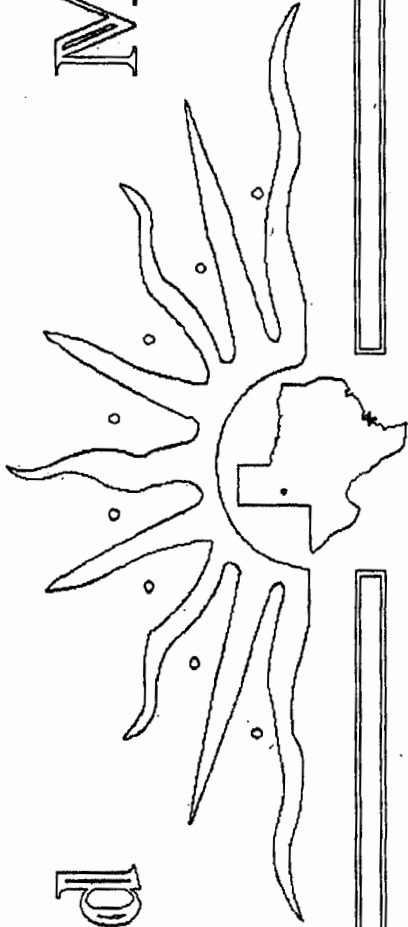
Please list the name of your business **EXACTLY** as you would like it to appear on the Main Street pedestrian sign.

Courthouse Annex



Levelland

Main Street



COURTHOUSE

ANNEX

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**Motion by Commissioner Thrash, seconded by Commissioner Carter,
4 Vote Yes, 0 Votes No, that Commissioners' Court approve the NTS Service
Agreement for the Juvenile Probation Office, as per Agreement recorded below.**



NTS Business Service Order & Agreement

Account Executive	TIMALVA	Office Addr.	1220 BROADWAY, LUBBOCK, TX 79401
Phone Number	806-776-4198	Fax Number	806-788-2916
Date	04/24/2017		

Account Number	85840043945	CPNI Password	
Security Question		Security Answer	
Directory Listing		Ph number	
Current Provider		Windstream Acct #	
Contract Term	<input type="radio"/> 60 months <input checked="" type="radio"/> 36 Months <input type="radio"/> 12 Month <input type="radio"/> Month to Month <input type="text" value="Customer Initials"/>		

Service Provided: Fiber: Phone: Internet: Video: CLEC: Phone DSL DSL Dist. T1

Phone Service: _____
 Internet speed* 75/37 FIBER INTERNET Number of Static IPs 1

*download and upload speeds are maximum speeds, they are not guaranteed

Commercial Video No. STBs _____ Tavern Video _____ No. STBs _____

Activation Fee \$ 0.00 E-Mail Address NMOORE@HOCKLEYCOUNTY.ORG

Total Monthly Charges **\$ 99.99**

Total charges are estimates and exclude applicable taxes, fees, surcharges, and other governmental assessments. Taxes, fees, surcharges, and other governmental assessments are subject to change. In the event the services installed and lawful pricing for those services conflicts with this document or other statement and/or representation made to the Customer, the Customer shall be responsible to pay for the services actually installed at NTS' then lawful rates. All pricing, taxes and fees as well as terms and conditions of service are governed by the terms of this Business Service Order and Agreement, NTS' applicable Tariff, NTS' Generally Available Terms and Conditions, and the Service Specific Terms all of which are published on the Regulatory Information page at www.ntscom.com. NTS' Tariffs are also on file with the respective state Commission. By signing below the Customer agrees to the applicable terms and conditions of service.

Special Instructions: APPROXIMATE TOTAL WITH TAXES FEE'S AND SURCHARGES \$116.00

Authorization for Telephone Services

Billing Name	HOCKLEY COUNTY JUVENILE JUSTICE	Contact Name	NORMAN MOORE
Billing Address	802 HOUSTON ST SUITE 103	Title	
City/State/Zip	LEVELLAND, TX 79336	Contact Number	806-894-6070
Service Address	613 AVE G	Fed Tax ID	
City/State/Zip	LEVELLAND, TX 79336	SSN/DOB	

Phone Number	Trans	Port	New	LD Provider	Package	A La Carte Features
				NTS		

By initialing here and signing below, I am authorizing NTS Communications to act as my agent to make the following changes to my telephone service:

- A) Change my local service provider to NTS Communications. ✓
- B) Change my intrastate long distance services provider to NTS Communications ✓
- C) Change my interstate long distance services provider to NTS Communications ✓

I understand that I may be required to pay a one-time charge to switch providers and may consult with the carrier as to whether the charge will apply.

I have read and understand this letter of Agency. I am at least 18 years of age and legally authorized to enter into this Agreement and to change telephone companies for service, to the telephone numbers listed above.

Sharla Baldridge 5-1-2017 ✓
Customer Approved Signature Date
Sharla Baldridge, County Judge ✓
Agent Name



Prepared by: TIM ALVA 806-776-4198
 Customer Name: HOCKLEY COUNTY JUVENILE JUSTICE
 Billing Address: 802 HOUSTON ST SUITE 103 LEVELLAND, TX 79336
 Service Address: 613 AVE G LEVELLAND, TX 79336
 Contract Term: 3 Years
 Market: Levelland

BUSINESS SERVICES QUOTE
 NMOORE@HOCKLEYCOUNTY.C
 4/24/2017

Qty	Service Description	Unit	Total
1	Business Fiber Internet 75/37 Includes: 75/37 Mbps & 25-NTS email addresses	\$84.99	\$84.99 /mo
1	1 Static IP Address	\$15.00	\$15.00 /mo
1	Business HSD Activation/Provisioning Fee Includes installation of 1 data (ethernet) outlet	\$50.00	\$50.00 (One time charge)
SUBTOTAL (Excludes Surcharges, Taxes & Fees)		Monthly Charges	\$99.99 /mo
		One-Time Charges	\$50.00 (One time charge)
1	Free Installation/Activation Discount		-\$50.00 (One time charge)
TOTAL (Excludes Surcharges, Taxes & Fees)		Monthly Charges	\$99.99 /mo
		One-Time Charges	\$0.00 (One time charge)

Pricing varies by contract term. Quote only valid for 30 days unless otherwise noted by promotional material. Total does not include applicable surcharges, taxes, fees, extended area calling service and other governmental assessments. This is only an estimate. In the event the services installed and lawful pricing for those services conflicts with this document or other statements or representations made to the customer, the customer shall be responsible to pay for the services actually installed at NTS' then lawful rates. If additional phone lines, features or services are ordered by customer in addition to those in this quote, customer will be billed the additional appropriate rate. This Quote is provided for reference purposes only and is designed to serve as an attachment to NTS' Business Service Order and Agreement in which case it is to serve as a detailed description of the services provided and the price for those services.

Signature: _____

Full Name: _____

Title: _____

v6.5 C99.99

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Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Vote Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Agreements for street maintenance with Smyer, Texas and Anton, Texas, as per Interlocal Agreements recorded below.

STATE OF TEXAS

COUNTY OF HOCKLEY

INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF ANTON, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this 5 day of December, 2016, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Anton, Texas acting by and through its duly authorized representative, the City Council of Anton, Texas and the Mayor, (hereinafter referred to as Anton).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Anton, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

**I.
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

**II.
TERMINATION**

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

**III.
PAYMENT FOR SERVICES**

Payment shall be made by Anton to Hockley County, Texas.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Anton City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.
HOLD HARMLESS**

Anton will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Anton will reimburse Hockley County for all expense in defending itself. Anton will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VI.
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VII.
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each party.

**VIII.
ENTIRE AGREEMENT**

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**IX.
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**X.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every

other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XI.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XII.
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 5 day of December, 2016.

County of Hockley, Texas

City of Anton, Texas

Sharla Baldrige
Sharla Baldrige, County Judge

[Signature]
_____, Mayor

Attest:

Irene Gumula
Irene Gumula, County Clerk

[Signature]
_____, Secretary



STATE OF TEXAS

COUNTY OF HOCKLEY

INTERLOCAL AGREEMENT FOR STREET MAINTENANCE BETWEEN CITY OF SMYER, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this 13th day of APRIL, 2017, 2017, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Smyer, Texas acting by and through its duly authorized representative, the City Council of Smyer, Texas and the Mayor, (hereinafter referred to as Smyer).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Smyer, Texas Street Maintenance.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

**I.
TERM**

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

**II.
TERMINATION**

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon sixty (60) days written notice to the other party of such intention to terminate.

**III.
PAYMENT FOR SERVICES**

Payment shall be made by Smyer to Hockley County, Texas.

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**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Smyer City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.
HOLD HARMLESS**

Smyer will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Smyer will reimburse Hockley County for all expense in defending itself. Smyer will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VI.
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

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**XII.
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 13th day of APRIL, 201~~8~~ 2017

COUNTY OF HOCKLEY, TEXAS

Sharla Baldridge
Sharla Baldridge, County Judge

City of Smyer, Texas

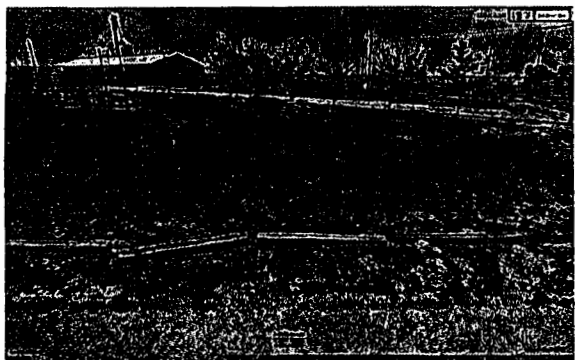
Mary Beth Sims, Mayor
MARY BETH SIMS

Attest:

Irene Gumula
Irene Gumula, County Clerk

Jo Ann Beard
City Secretary
Jo Ann Beard

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Vote Yes, 0 Votes No, that Commissioners' Court approve the Tax Deeds for 710 E.
Spencer St., Anton, Texas, 625 Bradley Street and 627 Bradley Street all in Anton,
Texas, as per Tax Deeds recorded below.**



Management Info:

Status: Trust
Best Process: Sign Best Process Type:
Progress: last deed into T.L. King in '1952 and 1965

Property Info:

City: Anton
Cad Property Id: 11504 CAD Value: 680.00
Site Description: 710 E. Spencer St., (3 vacant lots on the Southside of Bradley Street) Anton, TX 79313

Owner Info: Hockley County in Trust

Previous Owners:
King Earlian Rivers
312 Tennison Rd
Mt Pleasant, TX 75455-9305;

T.L. King
Address Unknown;

TAX YEARS: 2001-2015

Legal Description: Lots Thirty-seven (37), Thirty-eight (38) and Thirty-nine (39) in Block Two (2) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: TX16062844
Judgement Date: 08/10/2016 Sale Date: 07/05/2016
Sheriff's Deed Date: 07/14/2016 Redemption Date: 01/20/2017
Court: 286
Style Plaintiff: CITY OF ANTON
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX
Sheriff's Deed Volume: Volume 1046 Page 617
Tax Due: No
Delinquent: Yes Litigation: No

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

TAX DEED

STATE OF TEXAS §
 §

COUNTY OF HOCKLEY §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled CITY OF ANTON, vs. OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **SEVEN HUNDRED DOLLARS AND 00/100 (\$700.00)**, said amount being the highest and best offer received by **Dalton and Toni Mulkey, 402 Austin, Brownfield, TX 79316**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lots Thirty-seven (37), Thirty-eight (38) and Thirty-nine (39) in Block Two (2) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R11504)

TO HAVE AND TO HOLD the above described property unto the named purchaser, Dalton and Toni Mulkey, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this ___ day of _____, 2017.

CITY OF ANTON

By: _____
Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Notary Public, State of Texas

Page 2

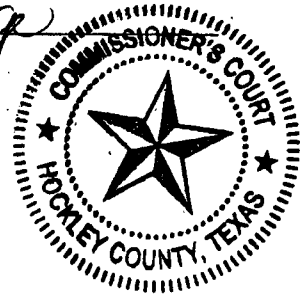
Approved in form by R. Douglas Jordan, PLLC

Tax Deed: Dalton and Toni Mulkey, 402 Austin, Brownfield, TX 79316 (R11504)

VOL. 65 PAGE 198

HOCKLEY COUNTY

By: Sharla Baldrige
County Judge

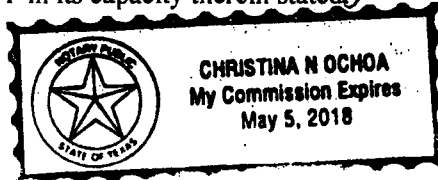


ATTEST:

Arene Dumala
County Clerk

This instrument was acknowledged before me on the 1 day of May 2017, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Ochoa
Notary Public, State of Texas



ANTON INDEPENDENT SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas



SOUTH PLAINS JR. COLLEGE

By: _____
Chairman of Board of Regents

ATTEST: .

Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein
stated.

Notary Public, State of Texas

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**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Board President

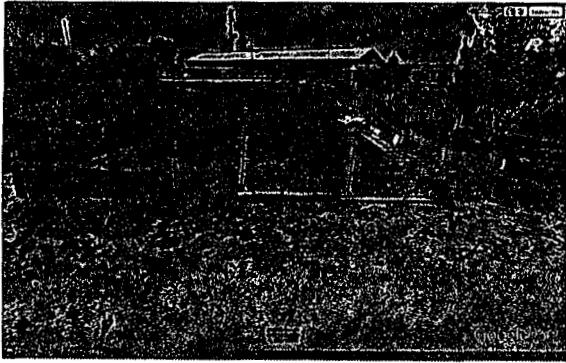
ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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Management Info:

Status: Trust
Best Process: Sign Best Process Type:
Progress: No relatives listed

Property Info:

City: Anton
Cad Property Id: 7421 CAD Value: 230.00
Site Description: 625 Bradley St., (vacant lot on the Southside of Bradley Street) Anton, TX 79313

Owner Info: Hockley County in Trust

Previous Owners:
Lula Dancer
Deceased;
Address Unknown;

TAX YEARS: 1995-2015
Legal Description: Lot Twenty (20) in Block Two (2) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: TX16062844
Judgement Date: 06/10/2016 Sale Date: 07/05/2016
Sheriff's Deed Date: 07/14/2016 Redemption Date: 01/20/2017
Court: 286
Style Plaintiff: CITY OF ANTON
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX
Sheriff's Deed Volume: Volume 1046 Page 617
Tax Due: No
Delinquent: Yes Litigation: No

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §
 §
COUNTY OF Hockley §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled CITY OF ANTON, vs. OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE HUNDRED FIFTY DOLLARS AND 00/100 (\$150.00)**, said amount being the highest and best offer received by **Ernie Neudorf, 339 US Hwy 385 S. Seminole, TX 79360**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Twenty (20) in Block Two (2) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R7421)

TO HAVE AND TO HOLD the above described property unto the named purchaser, Ernie Neudorf, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this ___ day of _____, 2017.

CITY OF ANTON

By: _____
Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Notary Public, State of Texas

HOCKLEY COUNTY

By: Sharla Baldrige
County Judge

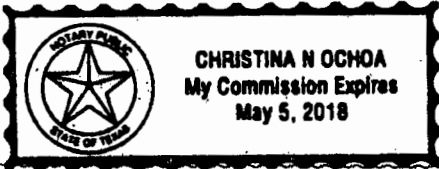


ATTEST:

Ernie Neudorf
County Clerk

This instrument was acknowledged before me on the 1 day of May, 2017, by
County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Ochoa
Notary Public, State of Texas



ANTON INDEPENDENT SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas

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**SOUTH PLAINS JR. COLLEGE**

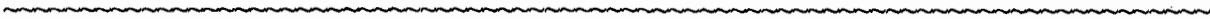
By: \_\_\_\_\_  
Chairman of Board of Regents

ATTEST:

\_\_\_\_\_  
Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein  
stated.

\_\_\_\_\_  
Notary Public, State of Texas



**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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Management Info:

Status: Trust
Best Process: Sign Best Process Type:
Progress: last deed to Lulu Savage in 1952

Property Info:

City: Anton
Cad Property Id: 5196 CAD Value: 230.00
Site Description: 627 Bradley St., (vacant lot on the South side of Bradley Street) Anton, TX 79313

Owner Info: Hockley County in Trust

Previous Owners:
Lulu Savage
Address Unknown;

May Lee Bishop
Address Unknown;

Legal Description: TAX YEARS: 1997-2015
Lot Nineteen (19) in Block Two (2) of the ED M. Hart Addition to the City of Anton, Hockley
County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: TX16062844
Judgement Date: 06/10/2016 Sale Date: 07/05/2016
Sheriff's Deed Date: 07/14/2015 Redemption Date: 01/20/2016
Court: 286th
Style Plaintiff: CITY OF ANTON
Style Defendant: OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX
Sheriff's Deed Volume: Volume 1046 Page 617
Tax Due: No
Delinquent: Yes Litigation: No

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TAX DEED

STATE OF TEXAS §
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COUNTY OF HOCKLEY §

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WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE HUNDRED FIFTY DOLLARS AND 00/100 (\$150.00)**, said amount being the highest and best offer received by **Ernie Neudorf, 339 US Hwy 385 S. Seminole, TX 79360**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Nineteen (19) in Block Two (2) of the ED M. Hart Addition to the City of Anton, Hockley County, Texas, (R5196)

TO HAVE AND TO HOLD the above described property unto the named purchaser, Ernie Neudorf, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this ___ day of _____, 2017.

CITY OF ANTON

By: _____
Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Mayor, on behalf of CITY OF ANTON in its capacity therein stated.

Notary Public, State of Texas

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Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Ernie Neudorf, 339 US Hwy 385 S. Seminole, TX 79360 (R5196)

VOL. 65 PAGE 212

HOCKLEY COUNTY

By: Sharla Baldrige
County Judge

ATTEST:

Wrene Sumula
County Clerk



This instrument was acknowledged before me on the 1 day of May, 2017, by County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated

Christina Ochoa
Notary Public, State of Texas



ANTON INDEPENDENT SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas



SOUTH PLAINS JR. COLLEGE

By: _____
Chairman of Board of Regents

ATTEST:

Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein
stated.

Notary Public, State of Texas



HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

Notary Public, State of Texas

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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 1st day of May, A. D. 2017, was examined by me and approved.

Curtis Thrash  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner Precinct No. 3

Larry Curtis  
Commissioner, Precinct No. 2

Tommy Oly  
Commissioner Precinct No. 4

Sharla Baldrige  
County Judge

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

