
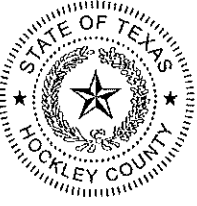



HOCKLEY COUNTY Jennifer Palermo Hockley County Clerk 802 Houston St, Suite 213 Levelland, TX 79336 Phone: 806-894-3185	DOCUMENT #: CM-2020-0003 RECORDED DATE: 05/11/2020 10:14:48 AM 
OFFICIAL RECORDING COVER PAGE	
Document Type: NOTICE OF MEETING COMM COURT/AGENDA Transaction Reference: Document Reference:	Transaction #: 753667 - 1 Doc(s) Document Page Count: 25 Operator Id: JPalermo
RETURN TO: () HOCKLEY COUNTY LEVELLAND, TX 79336	SUBMITTED BY: HOCKLEY COUNTY LEVELLAND, TX 79336
DOCUMENT # : CM-2020-0003 RECORDED DATE: 05/11/2020 10:14:48 AM I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.   Jennifer Palermo Hockley County Clerk	

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

FEB 06 2020

Jennifer Peters

County Clerk, Hockley County, Texas

**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 10th day of February, 2020 at 9:00 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 the Regular Meeting held at 9:00 a.m. on Monday, February 3, 2020.
- ✓ 2. Read for approval all monthly bills and claims submitted to the Court and dated through February 10, 2020.
- ✓ 3. Consider and take necessary action to approve the purchase of a computer for use by the Texas Department of Public Safety from the Justice Technology Fund.
- ✓ 4. Consider and take necessary action to approve the Master Cooperative Purchasing Agreement between the Sheriffs' Association of Texas, Inc. and Hockley County.
- ✓ 5. Consider and take necessary action to approve the purchase of two (2) Chevrolet Tahoe PPV 9C1 vehicles for the Hockley County Sheriff's Office to be purchased from Reliable Chevrolet through the Sheriffs' Association of Texas Vehicle Procurement Program.
- ✓ 6. Consider and take necessary action to approve a Tax Deed for Tract Four (4) out of Labor Twelve (12), League Seven Hundred and Sixteen (716), State Capitol Land, Abner Taylor Original Grantee, of the Town of Whitharral, Hockley County, Texas (R36678) to be purchased by Cameron and Angela Dockery for the amount of \$600.00.
- ✓ 7. Consider and take necessary action to approve the trade-in of a CAT 2010 938H S/N MCJ00859 Wheel Loader and to approve the purchase of a 2020 Caterpillar 938M Wheel Loader through the Buy Board for use in Precinct 3.
- ✓ 8. Discussion and potential action regarding the approval of a proposed legal services agreement, by and between Hockley County, Texas and the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas, for said law firm to serve as legal counsel for said county regarding the Hockley County, Texas 2021 redistricting proposal, and all related matters.
- ✓ 9. Consider and take necessary action to agree to go into Executive/Closed Session pursuant to Section 551.0725 and Sections 551.071 and 551.129, Texas Government Code.
10. EXECUTIVE/CLOSED SESSION - A closed meeting will be held: (1) pursuant to section 551.0725, Texas Government Code (deliberation regarding contract being negotiated), for the Commissioners Court to deliberate business and financial issues relating to a proposed contract for fire-fighting and fire protection services being negotiated between the City of Levelland, Texas and Hockley County, Texas, since deliberation of those issues in an open meeting would

have a detrimental effect on the position of the Commissioners Court in negotiations regarding said contract with third-persons, namely the members of the governing body and staff of the City of Levelland, Texas, the other proposed contracting party; (2) pursuant to sections 551.071 and 551.129, Texas Government Code (consultation with attorney), for the Commissioners Court to consult with and seek advice from its attorneys regarding legal and other issues related to the aforesaid contract for fire-fighting and fire protection services being negotiated between the City of Levelland, Texas and Hockley County, Texas; and (3) regarding any other matter described in this meeting agenda.

11. Discussion and potential action will occur regarding a proposed contract for fire-fighting and fire protection services being negotiated between the City of Levelland, Texas and Hockley County, Texas, and all related matters.

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 6th day of February, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 6th day of February, 2020.

Jennifer Palermo
Jennifer Palermo, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas



**SPECIAL MEETING
FEBRUARY 10, 2020**

Be it remembered that on this the 10TH day of February A.D. 2020, 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

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on February 3, 2020, A. D., be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through February 10th, 2020, A. D. be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners's Court approved the purchase of a computer for use by the Texas Department of Public Safety from the Justice Technology Fund.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners's Court approved the Master Cooperative Purchasing Agreement between the Sheriffs Association of Texas, Inc. And Hockley County. As per master Cooperative Purchasing Agreement recorded below.

MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective February 10, 2020, is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and Hockley County, Texas ("End User"), a local government created under the laws of the State of Texas.

WITNESSETH

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis," and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

1.0 **Responsibilities of the parties.**

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

Sheriffs' Association of Texas, Inc.
1601 S. Interstate 35
Austin, Texas 78741-2503

Hockley County Texas
802 Houston Street
Levelland, Texas 79336



SAT Authorized Signature



Hon. Sharla Baldrige
Hockley County Judge

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the purchase of two (2) Chevrolet Tahoe PPV 9C1 vehicles for the Hockley County Sheriffs Office to be purchased from Reliable Chevrolet through the Sheriffs Association of Texas Vehicle Procurement Program. As per Contract Pricing Worksheet recorded below.

SHERIFFS ASSOCIATION OF TEXAS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	20-01-1017	Date Prepared:	1/8/2020
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency: HOCKLEY COUNTY	Contractor: RELIABLE CHEVROLET
Contact Person: JEREMY ROSS	Prepared By: DOUG ADAMS
Phone: 806-241-7679	Phone: 972-952-1561
Fax:	Fax: 972-952-8172
Email: JROSS@HOCKLEYCOUNTY.ORG	Email: dadams@reliablechevrolet.com

Spec #:	191	Description:	2020 TAHOE PPV 9C1
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A. Product Item Base Unit Price Per SAT Contract: - HOCKLEY CO IS IN THE MOCKINGBIRD DIST 30428

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
7X6 - LH SPOT (INCL IN BASE PRICE)	0	PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL
R9Y - DEALER MAINT CREDIT	-30	9U3 - DELETE 20% CENTER - REQUIRED	INCL
BTV - REMOTE START	300	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL
5HP - 6 EXTRA KEYS	40	7X6 - LH SPOT - REQUIRED	INCL
6E2 - KEYED ALIKE	23	5T5 - VINYL REAR SEAT - REQUIRED	INCL
AMF - 6 EXTRA REMOTES	67	ZAK - POLICE RATED SPARE - REQUIRED	INCL
BG9 - RUBBER FLOOR	INCL	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
UE1 - ONSTAR	INCL	1LR - CITY BRAKE PKG - REQUIRED	INCL
UT7 - REAR GROUNDING STUDS	79	2 KEYS AT DELIVERY	INCL
V76 - FRONT RECOVERY HOOKS	50	5YR/100,000 POWERTRAIN WARRANTY	INCL
BLUETOOTH WITH BACKUP CAMERA	INCL	Subtotal From Additional Sheet(s):	
		Subtotal B:	529

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
POSSIBLE INSTALL OF EQUIPMENT			
POSSIBLE EQUIPMENT		Subtotal From Additional Sheet(s):	
POSSIBLE EQUIPMENT		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	30957	=	Subtotal D:	61914	
E. SAT Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$350

Description	Cost	Description	Cost
COLOR TO BE BLACK		DELIVERY	INCL
FRONT SEAT WILL BE 40/20/40 ON ALL STK			
		Subtotal F:	0

Delivery Date: 60-90 DAYS APPX **G. Total Purchase Price (D+E+F):** 62264

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Tract Four (4) out of Labor Twelve (12), League Seven Hundred and Sixteen (716), State Capital land, Abner Taylor Original Grantee, of the Town of Whitharral, Hockley County, Texas (R36678) to be purchased by Cameron and Angela Dockery for the amount of \$600.00. AS per Tax Deed recorded below.

“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 warrant issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX19092940 styled County of Hockley, et al, vs. Owners of Various Properties Located Within Whitharral, Texas, 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 warrant rendered in said cause on the 9th day of September, 2019, in favor of the Plaintiffs.

WHEREAS, in obedience to said warrant, 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 9th day of September, 2019 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 **SIX HUNDRED DOLLARS AND 00/100 (\$600.00)**, said amount being the highest and best offer received from **Cameron Dockery & Angela Dockery, P.O. Box 226, Whitharral, Texas 79380**, 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, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Tract Four (4) Out of Labor Twelve (12), League Seven Hundred and Sixteen (716), State Capitol Land, Abner Taylor Original Grantee, of the Town of Whitharral, Hockley County, Texas (R36678)

TO HAVE AND TO HOLD the above described property unto the named purchaser Cameron Dockery & Angela Dockery, 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 to all taxing units which were a party of said Warrant 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.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

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 10th day of February, 2020.

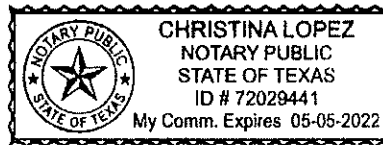
HOCKLEY COUNTY

By: Sharla Baldrige
Sharla Baldrige, County Judge.

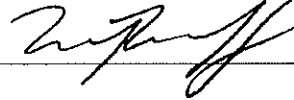
ATTEST:
Amber Palermo
County Clerk

This instrument was acknowledged before me on the 10th day of February, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.


Christina Lopez
Notary Public, State of Texas



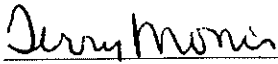
WHITHARRAL INDEPENDENT SCHOOL DISTRICT

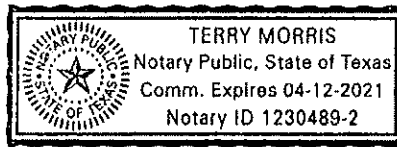
By: 

ATTEST:


Board Secretary

This instrument was acknowledged before me on the 18th day of February, 2020
by MARY RODRIGUEZ, on behalf of WHITHARRAL INDEPENDENT SCHOOL DISTRICT in its
capacity therein stated.


Notary Public, State of Texas



SOUTH PLAINS JR. COLLEGE

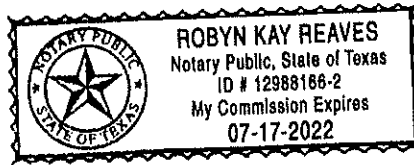
By: Mike Box
Mike Box, Chairman of Board of Regents

ATTEST:

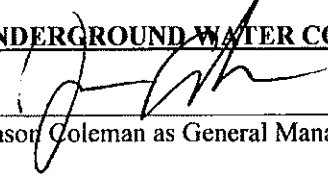
[Signature]
Secretary

This instrument was acknowledged before me on the 13th day of February, 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

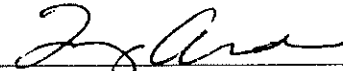
[Signature]
Notary Public, State of Texas

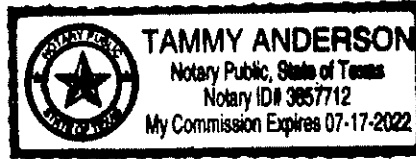


HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

By: 
Jason Coleman as General Manager

This instrument was acknowledged before me on the 9th day of MARCH 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.


Notary Public, State of Texas



Motion by Commissioner Barnett, seconded by Commissioner Carter , 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the trade-in of a CAT 2010 938H S/N MCJ00859 Wheel Loader and to approve the purchase of a 2020 Caterpillar 938M Wheel Loader through the Buy Board for use in Precinct 3. As per Warren CAT quote recorded below.



Quote 222634-01

January 28, 2020

HOCKLEY COUNTY 3
BOARD OF COUNTY COMMISSIONERS
802 HOUSTON ST STE 103
LEVELLAND
Texas
79336-3706

Attention: WHITEY BARNETT

Dear Whitey,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 938M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C103213 **SERIAL NUMBER:**0J3R08597 **YEAR:**2020

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Brian Hutcheson
Machine Sales Representative

MACHINE SPECIFICATIONS

Description

938M WHEEL LOADER
PREP PACK, UNITED STATES
STEERING, STANDARD
DIFFERENTIAL,LIMITED SLIP REAR
ENVIRONMENT, MEDIUM DEBRIS
WEATHER, STANDARD
ENGINE, 938
HYDRAULICS, 3V, CPLR READY, SL
HYDRAULICS, STANDARD
LINES, AUX 3RD, STD LIFT
JUMPER LINES, AUX 3RD, FUSION
LIGHTS, AUX, LED
LIGHTS, ROADING, LED, RH
CAB, DELUXE
SEAT, DELUXE
RADIO, BLUETOOTH, AUX, MIC
PRODUCT LINK, CELLULAR PLE641
TIRES,20.5R25 MX XHA2 * L3
FENDERS, STANDARD
COUNTERWEIGHT, HEAVY
TOOLBOX AUX, NONE
KIT,SERIALIZED TECHNICAL MEDIA
RIDE CONTROL
CAMERA, REAR VIEW
WARNING, BEACON, LED STROBE
GUARD, POWERTRAIN, LOWER
LANE 2 ORDER
BUCKET-GP, 3.8 YD3, PO

BUYBOARD Sell Price	\$212,000.00
Trade Allowance (CAT 2010 938H S/N: MCJ00859)	(\$54,000.00)
Trade Difference	\$158,000.00
Guaranteed Minimum Repurchase (5 Years or 5000 Hours)	(\$85,000.00)
Total Cost	\$73,000.00

WARRANTY

Extended Warranty: Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR
(whichever comes first) Full Machine Warranty Including
Travel Time and Mileage for warratable repairs.

Accepted by Hockley County on 2-10-2020
Jarida Balbridge
Signature

Tabled Discussion by Commissioner Clevenger and Commissioner Carter for potential action regarding the approval of a proposed legal services agreement, by and between Hockley County, Texas and the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas, for said law firm to serve as legal counsel for said county regarding the Hockley County, Texas 2021 redistricting proposal, and all related matters. As per Bickerstaff letter recorded below.



February 4, 2020

Hon. Members of the Commissioners Court
Hockley County, Texas
Hockley County Courthouse
802 Houston Street, Suite 101
Levelland, Texas 79336
VIA E-MAIL

Re: Texas Government Code, Section 551.0725
Closed Meeting -- Deliberation Regarding Contract Being Negotiated
Proposed Contract with City of Levelland, Texas
(Regarding Firefighting and Fire Protection Services)

OPINION LETTER

Dear Hon. Commissioners Court Members:

Our law firm represents Hockley County, Texas ("County"), and its governing body, the Hockley County Commissioners Court ("Commissioners Court"), regarding a proposed firefighting and fire protection services contract ("Agreement") with the City of Levelland, Texas ("City").

The Agreement has been the subject of negotiation between the City and the County for a number of months, since at least June of 2019. The negotiation between the parties on the Agreement has continued to the present without a resolution of the pending issues. This legal matter involves an active negotiation between the City and the County regarding the proposed Agreement.

I have personal knowledge of the facts and legal issues of the pending negotiation between the City and the County regarding the proposed Agreement. Please note my opinions regarding this legal matter:

- (1) All prior statements in this letter are incorporated by reference.
- (2) For the opportunity of a successful resolution of the negotiation issues now pending between the parties regarding the proposed Agreement, it is essential for the Commissioners Court to conduct a closed meeting pursuant to section 551.0725 of the Texas Government Code (a part of the Texas Open Meetings Act) to deliberate the business and financial issues relating to the proposed Agreement.
- (3) The deliberation of those negotiation issues by the Commissioners Court in an open meeting would have a detrimental effect on the position of the Commissioners Court in the active negotiation of this matter with third

parties, namely the members of the governing body and staff of the City, the representatives of the other contracting party in this negotiation.

Please contact me should you have questions regarding this matter.

Sincerely,

BICKERSTAFF HEATH DELGADO ACOSTA LLP


Charles R. Kimbrough, Partner

Copy:

Anna Hord, County Attorney
Hockley County, Texas
Hockley County Courthouse
802 Houston Street, Suite 106
Levelland, Texas 79336

VIA E-MAIL

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court agreed to go into Executive/Closed Session pursuant to Section 551.0725 and Section 551.071 and 551.129, Texas Government Code.

EXECUTIVE/CLOSED SESSION - A closed meeting will be held: (1) pursuant to section 551.0725, Texas Government Code (deliberation regarding contract being negotiated), for the Commissioners Court to deliberate business and financial issues relating to a proposed contract for fire-fighting and fire protection services being negotiated between the City of Levelland, Texas and Hockley County, Texas since deliberation of those issues in an open meeting would have detrimental effect of the position of the Commissioners Court in negotiations regarding said contract with third-persons, namely the members of the governing body and staff of the City of Levelland, Texas, the other proposed contracting party; (2) pursuant to sections 551.071 and 551.129, Texas Government Code (consultation with attorney), for the Commissioners Court to consult with and seek advice from its attorneys regarding legal and other issues related to the aforesaid contract for fire-fighting and fire protection services being negotiated between the City of Levelland, Texas and Hockley County, Texas; and (3) regarding any other matter described in this meeting agenda.

Discussion and potential action will occur regarding a proposed contract for fire-fighting and fire protection services being negotiated between the City of Levelland, Texas and Hockley County, Texas, and all related matters.

NO ACTION WAS TAKEN

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

The foregoing Minutes of a Commissioner's Court meeting held on the 10th day of February, A. D. 2020, was examined by me and approved.

Curtis Threese
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner, Precinct No. 3

Randy Cuto
Commissioner, Precinct No. 2

Tommy Olyz
Commissioner, Precinct No. 4

Sharla Baldrige
County Judge

Jennifer Palermo
JENNIFER PALERMO, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas

