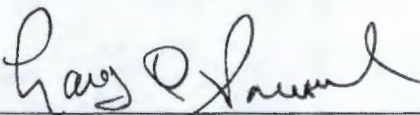


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a special meeting of the above named Commissioners' Court will be held on the 13TH day of January, 2014, 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:

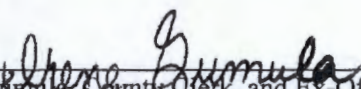
1. Read for approval the minutes of a Regular Meeting of the Commissioners' Court held Monday, January 6, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through January 13, 2014.
3. Consider and take necessary action to award the bids for two pickups for use by the Hockley County Sheriff's Office.
4. Consider and take necessary action to approve a road crossing for Butch's Rathole and Anchor in Precinct 1.
5. Consider and take necessary action to approve the road crossing for B.C. Operating in Precinct 1.
6. Consider and take necessary action on resolution providing for a penalty to defray costs of collecting delinquent civil fines, fees and court costs as provided by Texas Local Government Code Section 140.009.
7. Consider and take necessary action to approve contract with Perdue, Brandon, Fielder, Collins & Mott, LLP for civil fines, fees and court costs collection services.
8. Consider and take necessary action to approve engagement letter with Blume, Myatt & Fidaleo for 2013 audit.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: 
Hockley County Judge

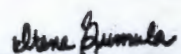
I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 10TH day of January, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 10TH day of January, 2014.


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

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

JAN 10 2014


County Clerk, Hockley County, Texas

SPECIAL MEETING
JANUARY 13, 2014

Be it remembered that on this the 13th day of January A.D. 2014, 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 Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on the 6TH day of January A.D. 2014, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through January 13, A.D. 2014, be approved and paid as read.

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Butch's Rathole & Anchor to lay, construct, operate and maintain a 3" poly pipelines transporting fresh water under and across certain county roads situated in Commissioners' Precinct 1, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to B.C. Operating to lay, construct, operate and maintain water pipelines transporting water under and across certain county roads situated in Commissioners' Precinct 1, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Butch's Bathole and Anchor / Canan Oil Company / Mowery, FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, Kelvin Doggett (432) 894-8882, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 3" Poly pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Fresh Water from the Petitioner's sources of supply to Petitioner's markets.

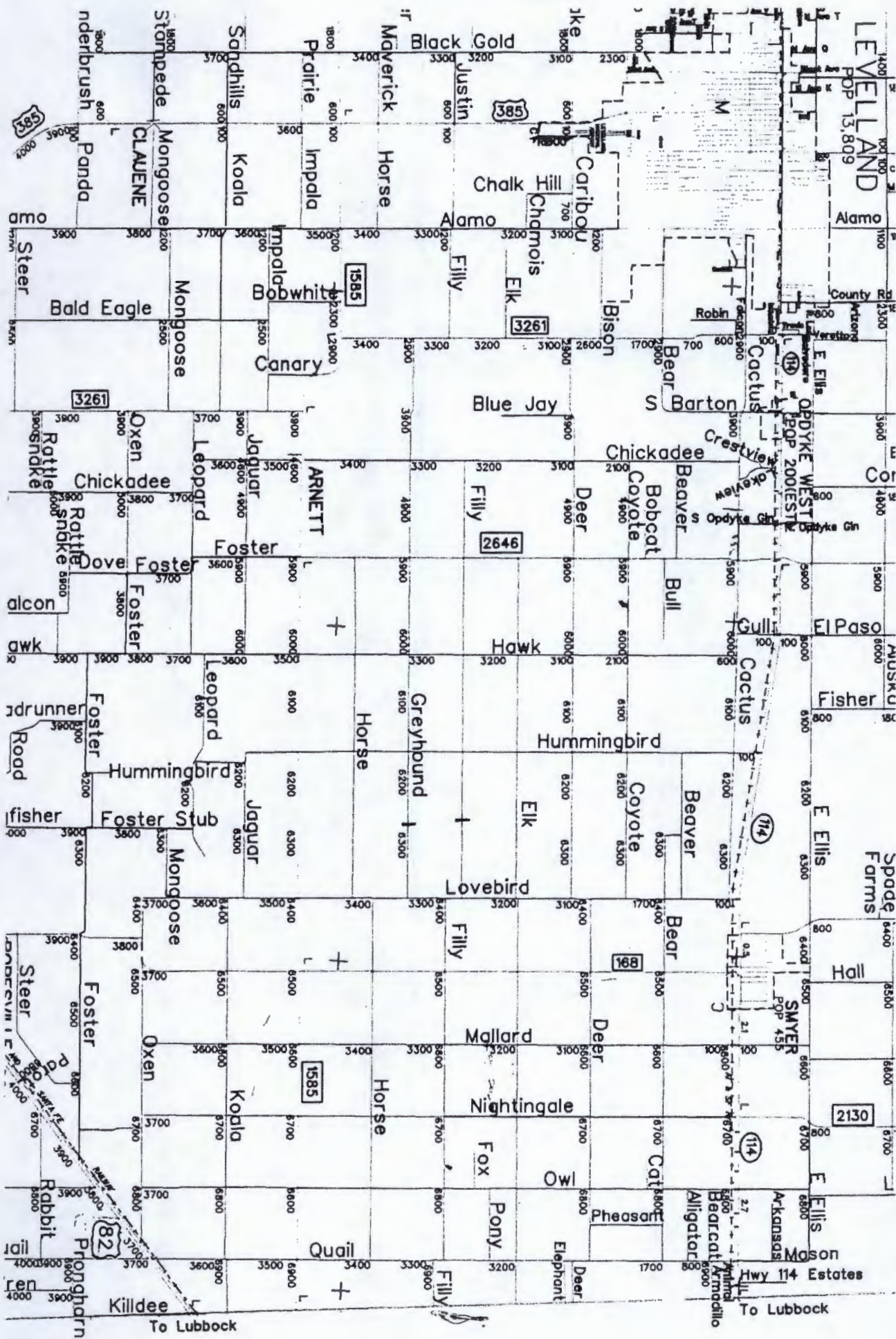
The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 7 day of January, ~~2010~~ ²⁰¹⁴

BY _____



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF Butch's Kathole and Anchor /
Cowan Mowery Oil Company FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of Butch's Kathole and Anchor /
Cowan Mowery Oil Company,
hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry
out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain
buried gas line across certain county roads situated in Hockley County, Texas, as set forth in the
Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set
forth, said Petitioner, Butch's Kathole and Anchor /
Cowan Mowery Oil Company is hereby granted permission and
authority to lay, construct, operate and maintain buried gas line across certain county roads at
the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein,
which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if
set out in length herein provided.

1. The Petitioner shall, in constructing said buried gas line undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried gas line undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried gas line undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried gas line are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said buried gas line are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried gas line undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said buried gas line from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said buried gas line by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

[Signature]
County Judge

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 2

11/17/14
DATE

[Signature]
Commissioner, Precinct No. 3

absent
Commissioner, Precinct No. 4

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF _____, FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

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

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 9th day of JANUARY, 2014

BY TONY'S OILFIELD SERVICES
FOR: B.C. OPERATING

Exhibit "A"

Google



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EXHIBIT "B"

Sheet No. _____ of _____
Job No. _____
Date _____

→ PROPOSED TEMPORARY
ROAD CROSSING
(24" STEEL CONDUIT)
(APPROX. 6" BELOW
GRADE)

24" STEEL CONDUIT

24" STEEL CONDUIT

VOL. 60 PAGE 656



BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF B.C. Operating FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of B.C. Operating, hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain buried gas line across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, B.C. Operating is hereby granted permission and authority to lay, construct, operate and maintain buried gas line across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said buried gas line undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried gas line undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried gas line undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried gas line are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said buried gas line are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried gas line undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said buried gas line from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said buried gas line by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

[Signature]
County Judge

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 2

11/21/14
DATE

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 4

Motion by Commissioner Carter, seconded by Commissioner Barnett,
3 Votes Yes, 0 Votes No, that Commissioners' Court accept the bid from Smith South
Plains Ford in the amount of Fifty Four Thousand Four Hundred Dollars(\$54,400.00) for
the purchase of two (2) pickups for use by the Hockley County Sheriff's Office, as per Bids
recorded below.

BID FORM

HOCKLEY COUNTY, TEXAS

DATE Jan 13, 2014
 DESCRIPTION 2014 Ford F150 CREW 4x4.
 ITEMS: 2 units.
 YEARS 2014.
 GROSS BID _____
 DISCOUNT (If Any) _____

NET BID F.O.B.
 HOCKLEY COUNTY, TEXAS 27,200 x 2 = 54,400
 EFFECTIVE DATE Jan 13, 2014

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) Engine Displacement Liters

	<u>FORD 5.0</u>	<u>G.M. 5.3</u>
<u>Horse Power</u>	<u>360</u>	<u>355</u>
<u>Torque</u>	<u>380</u>	<u>383</u>

Signature of Authorized Representative [Signature]
 Name of Company SMITH SOUTH PLAINS FORD

DATE 1/13/14

 COUNTY JUDGE, HOCKLEY COUNTY

==>

Dealer: F52554

2014 F-150

Page: 1 of 2

Order No: T113 Priority: B4 Ord FIN: QE947 Order Type: 5B Price Level: 420

Ord PEP: 100A Cust/Flt Name: HOCKLEY

PO Number:

RETAIL

RETAIL

W1E F150 4X4 CREW \$36435

36 GAL TANK

145" WHEELBASE

50S CRUISE CONTROL 225

UJ STERLING GRAY

FRT LICENSE BKT NC

C CLOTH 40/20/40 NC

535 TRAILER TOW PKG 375

S STEEL GRAY INT

794 PRICE CONCESSN

100A EQUIP GRP

REMARKS TRAILER

.XL SERIES

86D XL DECOR GROUP 115

.AM/FM STEREO

TOTAL BASE AND OPTIONS 38345

.17" GREY STEEL

TOTAL 38345

99F 5.0L V8 FFV ENG

THIS IS NOT AN INVOICE

446 ELEC 6-SPD AUTO NC

*TOTAL PRICE EXCLUDES COMP PR

.P265 OWL A/T

X19 3.55 REG AXLE NC

* MORE ORDER INFO NEXT PAGE *

7350# GVWR

F8=Next

SLCT SHFT TRANS

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC03553

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SMITH
SOUTH PLAINS
SLATON • LEVELLAND
SMITHSOUTHPLAINS.COM

TONY MARTIN
FLEET MANAGER

P.O. Box 1349
2483 E. Hwy 114
Levelland, TX 79336

806.894.3191 main
806.894.3248 fax
806.632.2953 cell
tmartin@smithsouthplains.com

Ford | LINCOLN | Jeep

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 1/6/14

DESCRIPTION 2014 Chevrolet 1500 Silverado 4x4 Crewcab CK15543

ITEMS: Crewcab 4x4 Silverado 1500 CK15543

YEARS 2014

GROSS BID \$ 27,690.

DISCOUNT (If Any) -0-

NET BID F.O.B. HOCKLEY COUNTY, TEXAS \$ 27,690.

EFFECTIVE DATE 1/6/14

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) _____

Signature of Authorized Representative Alyson Averyt Knapp

Name of Company Caldwell Country Chevrolet
Po Box 27, Caldwell, Texas 77836

DATE 1/6/14

COUNTY JUDGE, HOCKLEY COUNTY



Averyt Knapp
Fleet Manager

Caldwell Country
Chevrolet
800 State Hwy 21 E.
Caldwell, TX 77836
Phone: (979) 567-6116
Fax: (979) 567-0853
aknapp@caldwellcountry.com

THE STATE OF TEXAS:
COUNTY OF HOCKLEY:

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

NOTICE TO BIDDERS

Notice is hereby given that the Hockley County Commissioner's Court will accept sealed bids in the office of the County Judge, until 10:00 A.M., Monday January 13, 2014 for the purchase of the following described equipment.

Two (2) New 2014 or Newer Model Four Door (1/2) ton Four Wheel Drive mid class Pickup truck, automatic transmission, below eye line mirrors, right and left, short bed, wide box, power brakes, power steering, power windows and locks, AM & FM radio , factory rear bumper, 5.3 liter or larger V-8 (Minimum) CID gasoline engine with rear axle ratio of 3.40 or lower, gauges – oil, temperature, and amps, color optional, tilt and cruise, tinted glass, rubber floor mats, 40/20/40 seat with fold-down center arm rest fabric covered foam seat, air conditioner, P235 or larger tires and full size spare, Trailer Package for use by Hockley County Sheriffs Department to be delivered within 60 days.

County bid forms must be used, and may be picked up in the office of the County Judge, Monday through Friday, 9:00 A.M. to 5:00 P.M.

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 23rd day of December , A.D. 2013

Irene Gumula
by Amy Cantrell

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

Averyt Knapp

From: Sharla Baldrige [sbaldrige@hockleycounty.org]
Sent: Thursday, January 02, 2014 3:23 PM
To: 'Averyt Knapp'; jason@johnroleylevelland.com; tmartin@smithsouthplains.com
Subject: Specs for two pickups for use by Hockley County Sheriff's Office

Attachments: 20140102154935187.pdf



2014010215493518
7.pdf (186 KB)...

Gentlemen:

Attached please find the specifications and bid form for two pickups for use by the Hockley County Sheriff's Office. The sealed bids must be turned in by Monday, January 13, 2014 at 10:00 a.m.

Thanks,

Sharla Baldrige
Assistant to Hockley County Judge
802 Houston St. Suite 101
Levelland, Tx 79336
806-894-6856
806-894-6820 FAX

Motion by Commissioner Carter, seconded by Commissioner Thrash, Judge Larry Sprowls voted Yes, Commissioner Barnett voted No, 3 Votes Yes, 1 Vote No, that Commissioners' Court approve the Resolution providing for a penalty to defray costs of collecting delinquent civil fines, fees and court costs as provided by Texas Local Government Code Section 140.009, as per Resolution recorded below.

STATE OF TEXAS

§
§
§

COUNTY OF HOCKLEY

A RESOLUTION PROVIDING FOR A PENALTY TO DEFRAY COSTS OF COLLECTING DELINQUENT CIVIL FINES, FEES AND COURT COSTS

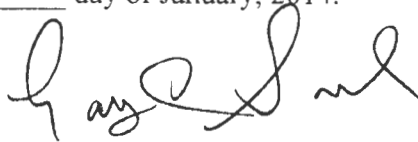
WHEREAS, It has been and remains the longstanding policy of HOCKLEY COUNTY that the expenses of collecting delinquent civil fines, fees or court costs owed to the County should not constitute an unfair burden on the general revenue and on those who pay on time, and should be borne instead by those individuals who are responsible for causing such expenses; and

WHEREAS, the Commissioner's Court, as the governing body of HOCKLEY COUNTY, is authorized by the provisions of Section 140.009 of the Texas Local Government Code to impose an additional penalty to defray the costs of collecting delinquent civil fines, fees and/or court costs due to the County; and

WHEREAS, an additional penalty of 30% of all delinquent civil fines, fees and court costs unpaid as of September 1, 2013, to the HOCKLEY COUNTY DISTRICT CLERK, in accordance with of Section 140.009 of the Texas Local Government Code, is appropriate and needed to defray the collection cost;

THEREFORE, BE IT RESOLVED by the Commissioner's Court of HOCKLEY COUNTY that it adopts and ratifies the additional thirty (30%) percent penalty to defray the costs of collection of civil fines, fees and court costs, as authorized by Texas Local Government Code Section 140.009.

Passed and approved this the 13 day of January, 2014.



County Judge
Hockley County, Texas

ATTEST:

Suzanne Gumala By *Gale Rumbaugh*
County Clerk
Hockley County, Texas

Motion by Commissioner Thrash, seconded by Commissioner Carter, Judge Larry Sprowls voted Yes, Commissioner Barnett voted No, 3 Votes Yes, 1 Vote No, that Commissioners' Court approve the Contract with Perdue, Brandon Fielder, Collins & Mott, LLP for civil fines, fees and court costs collection services, as per Contract recorded below.

**CONTRACT FOR CIVIL FINES, FEES AND COURT COSTS
COLLECTION SERVICES**

STATE OF TEXAS	§
	§
COUNTY OF HOCKLEY	§

THIS CONTRACT is made and entered into by and between the County of Hockley, acting herein by and through its governing body, hereinafter called County, and Perdue, Brandon, Fielder, Collins & Mott L.L.P., hereinafter called Perdue.

I.

County agrees to employ and does hereby employ Perdue to enforce the collection of delinquent civil fines, fees or court costs pursuant to Texas Local Government Code §140.009 and the terms and conditions described in this contract. This contract supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

County agrees to refer delinquent accounts at the discretion of the by electronic or magnetic medium, in the specified format, monthly to Perdue for collection or via copy or transcription. An account is considered delinquent when not paid within 60 days overdue. County will provide Perdue with copies of, or access to, the information and documentation necessary to collect the civil fines, fees, or court costs that are subject to this contract.

III.

Perdue is to refer all payments and correspondence directly to the office that has assessed or levied the fees and fines being collected pursuant to this contract. Perdue reserves the right to return all accounts not collected within one (1) year of referral by County, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IV.

County agrees to pay to Perdue thirty percent (30%) of the collected fines, fees or court costs referred to Perdue by County. The 30% shall be added to the amount owed that is more than 60 days past due pursuant to Texas Local Government Code §140.009. All compensation shall become the property of Perdue at the time of payment. County shall pay over said funds on a monthly basis by check.

V.

Perdue agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide legal advice to County on the delinquent accounts as requested by County.

VI.

This contract shall commence on the 13 day of Nov, 2014, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement. Further, this contract is coterminous with Perdue's delinquent tax collection contract.

VII.

For purposes of sending notice under the terms of this contract, all notices from County shall be sent to Perdue by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
Attn: David A. Ellison
P.O. Box 817
Lubbock, TX 79408.

VIII.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Lubbock County, Texas.

IX.

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said contract as set-forth above.

X.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto this the 10 day of January, 2014.

HOCKLEY COUNTY

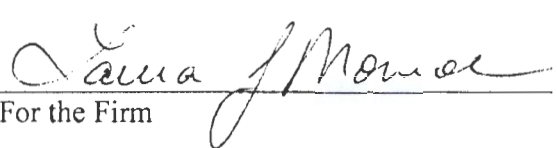
By:



County Judge

PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.

By:



For the Firm

Motion by Judge Larry Sprowls, seconded by Commissioner Carter, ~~3~~ Votes Yes, 0
Votes No, that Commissioners' Court approve the Engagement letter with Blume, Myatt &
Fidaleo for 2013 audit, as per Engagement Letter recorded below.

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

CERTIFIED PUBLIC ACCOUNTANTS

812 9TH STREET

LEVELLAND, TEXAS 79336

806 - 894-7324

FAX: 806 - 894-8693

MEMBERS

TEXAS SOCIETY AND AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

SHAM L. MYATT CPA
PHELPS BLUME CPA
ANTHONY S. FIDALEO CPA
BUFORD A. DUFF CPA

January 13, 2014

Honorable County Judge and Commissioners
Hockley County, Texas
Courthouse, Box 10
Levelland, Texas 79336

We are pleased to confirm our understanding of the services we are to provide Hockley County, Texas for the year ended December 31, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Hockley County, Texas as of and for the year ended December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hockley County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hockley County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule

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

- 1) Combining Balance Sheet – Nonmajor Governmental Funds.
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds.
- 3) Combining Statement of Net Assets – Nonmajor Enterprise Funds.
- 4) Combining Statement of Revenues, Expenses, and Changes in Fund Net Assets – Nonmajor Enterprise Funds.
- 5) Combining Statement of Cash Flows – Nonmajor Enterprise Funds.
- 6) Combining Balance Sheet – Agency Funds.
- 7) Schedule of Delinquent Taxes Receivable.
- 8) Reconciliation of Current Tax Collections.

- 9) Reconciliation of Delinquent Tax Collections.
- 10) Schedule of Insurance Coverage.
- 11) Schedule of Surety Bonds.

Audit Objectives

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

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

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. We will prepare the trial balance for use during our audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts and balances as of December 31, 2013.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Hockley County, Texas and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

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

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

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

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

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

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

The audit documentation for this engagement is the property of Myatt, Blume, and Fidaleo, LTD., L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to certain governmental regulatory agencies, the U.S. Government Accounting Office or its designee, a federal agency providing direct or indirect funding, or the U.S.

Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Myatt, Blume, and Fidaleo, LTD., L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

We expect to begin our audit on approximately June 18, 2014 and to issue our reports no later than December 1, 2014. E. Phelps Blume is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$35,000.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for this fee will be rendered at the conclusion of the audit engagement. The above fee is based on anticipated cooperation from your personnel

and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

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

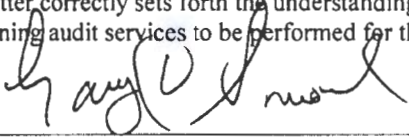
Very truly yours,

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

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

RESPONSE:

This letter correctly sets forth the understanding of Hockley County, Texas with Myatt, Blume, and Fidaleo, LTD., L.L.P. concerning audit services to be performed for the fiscal year ending December 31, 2013.

By: 

Larry Sprows

Title Hockley County Judge

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 13th
day of January, A. D. 2014, was examined by me and approved.

Curtis Thrush
Commissioner, Precinct No. 1

Kenny Conner
Commissioner, Precinct No. 2

J. L. Barnett
Commissioner, Precinct No. 3

absent
Commissioner Precinct No. 4

Hayden
County Judge

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