


**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 7TH day of December, 2015 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:

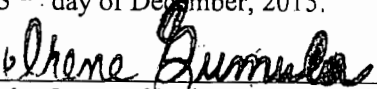
1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, November 23, 2015.
2. Read for approval all monthly bills and claims submitted to the court and dated through December 7, 2015.
3. Hear Public Assistance monthly report.
4. Consider and take necessary action to approve refunds for ad valorem taxes.
5. Consider and take necessary action to award the bid for hauling 3000 yards of gravel from RE Janes Gravel Company in Slaton, Texas to Maine Road and Kansas Road in Precinct 4.
6. Consider and take necessary action to approve the Interlocal Agreements for Street Maintenance with Ropesville, Anton and Sundown.
7. Consider and take necessary action to approve casting allocated votes for candidates for the 2016-2017 term of the Hockley County Appraisal District Board of Directors.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: 
Hockley County Judge

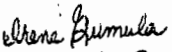
I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 3RD day of December, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 3RD day of December, 2015.


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

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

DEC. 03 2015


County Clerk, Hockley County, Texas

VOL. 63 PAGE 198

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 23rd
day of November, A. D. 2015, was examined by me and approved.

absent
Commissioner, Precinct No. 1

Ray Carter
Commissioner, Precinct No. 2

J. L. Barnett
Commissioner, Precinct No. 3

Donna
Commissioner, Precinct No. 4

[Signature]
County Judge

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

REGULAR MEETING
DECEMBER 7, 2015

Be it remembered that on this the 7th day of December A.D. 2015, 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:

Larry Sprowls (ABSENT)	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 Clevenger, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 23rd day of November, A.D. 2015, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through December 7, A. D. 2015, be approved and stand as read.

Rebecca Currington, Public Assistance reported her November 2015, 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 November 2015.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Chamei Marline Ramires	609 - 9 th St	Levelland	Shelter	\$150.00
Elizabeth Kuehler	903 S. Alamo, #15	Levelland	Shelter	\$146.00
Margaret Ochoa	1837 Ave I, #111-B	Levelland	Shelter	\$150.00
Shellie Parr	903 S. Alamo #35	Levelland	Shelter	\$134.00
Betty Garcia	1711 Ave I	Levelland	Shelter	\$150.00
Ernesto Torres, Jr	1206 12 th St	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>
Alma Garcia	204 Cherry	Levelland
Derrick Smith	213 Cypress	Levelland
Aleah Johnson	226 Cherry #11	Levelland
Jana Ellis	111 W. McCallon	Sundown
Alma Luna	408 Ave F	Levelland
Crystal Castillo	1203 12 th St	Levelland
Crista Delecerda	1704 Ave G	Levelland

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Six Hundred Seven Dollars and Three Cents (\$607.03) to Joe & Florinda Tijerina, approve the tax refund in the amount of Nine Hundred Forty Dollars and Ninety Eight Cents (\$940.98) to Blackshear Family Trust, Debra Henning, Cassandra Bridg, approve the tax refund in the amount of Five Hundred Forty Five Dollars and Ninety Two Cents (\$545.92) to Billy Murrell & Melissa Ruth Brown, approve the tax refund in the amount of Five Hundred Thirty Nine Dollars and Ninety Cents (\$539.90) to Isaac Diaz, approve the tax refund in the amount of Five Hundred Fifty Dollars and Seventy Four Cents (\$550.74) to Abby Fawver, approve the tax refund in the amount of Five Hundred and Nine Dollars and Seventy Two (\$509.72) to Joe Mark Knox, approve the tax refund in the amount of Five Hundred Fifty Five Dollars and Eight Cents (\$555.08) to Gary & Kelly Sanders, as per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court award the bid to Triple A Forklift Service LLC, in the amount of Two Hundred Ninety Five Dollars(\$295.00) per load for hauling 3000 yards of gravel from RE Janes Gravel Company in Slaton, Texas to Maine road and Kansas Road in Precinct 4, as per Bid recorded below.

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 11-19-15

DESCRIPTION Haul Rock from RE Jones to Kansas + Marie Rd

ITEMS: 3000 Tons of Rock

YEARS _____

GROSS BID \$ 295.00 per load 80000 Gross ~~net~~ or so

DISCOUNT (If Any) _____

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS _____

EFFECTIVE DATE _____

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 Angel Hernandez

Name of Company Triple A Forklift Service LLC 806-445-2198

DATE 12/9/15

[Signature]
COUNTY JUDGE, HOCKLEY COUNTY

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 11/30/15

DESCRIPTION 3000 YARDS GRAVEL RE SANES TO PCT 4

ITEMS: FREIGHT ONLY

YEARS _____

GROSS BID \$363/LOAD OR \$54,450 (150 LOADS)

DISCOUNT (If Any) 3% / \$11 per LOAD

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS \$352/LOAD (150 LOADS)

EFFECTIVE DATE 11/30/15

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) ASSUMES 20 YARDS PER LOAD; ASSUMES RE SANES HAS 100% OF MATERIAL BEFORE + DURING HAUL

Signature of Authorized Representative Tony Maloney

Name of Company TONY'S OILFIELD SERVICES

DATE _____

COUNTY JUDGE, HOCKLEY COUNTY

**Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal
Agreements for Street Maintenance with Ropesville, Anton and Sundown, 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 9th day of November, 2015, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprowls, 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**

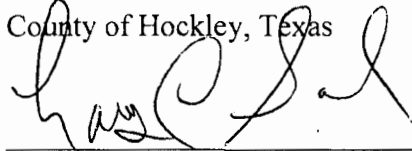
If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, 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.

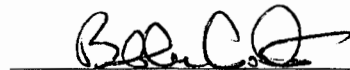
IN WITNESS WHEREOF, the parties enter into this Contract on the 9th day of Dec, 2015.

County of Hockley, Texas



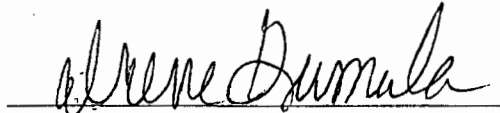
Larry Sprowls, County Judge

City of Anton, Texas

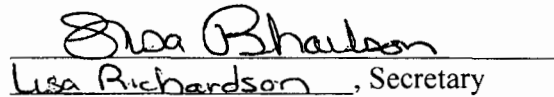


Blake Cate, Mayor

Attest:



Irene Gumula, County Clerk



Lisa Richardson, Secretary

STATE OF TEXAS

COUNTY OF HOCKLEY

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

THIS INTERLOCAL CONTRACT is entered into this 10th day of November 2015; by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprowls, County Judge (hereinafter referred to as Hockley County) and City of SUNDOWN, Texas acting by and through its duly authorized representative, the City Council of SUNDOWN, Texas and the Mayor, (hereinafter referred to as SUNDOWN).

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 SUNDOWN, 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 SUNDOWN to Hockley County, Texas.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of SUNDOWN 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**

SUNDOWN will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. SUNDOWN will reimburse Hockley County for all expense in defending itself. SUNDOWN 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.

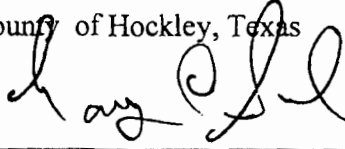
**XI.
SEVERABILITY**

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.

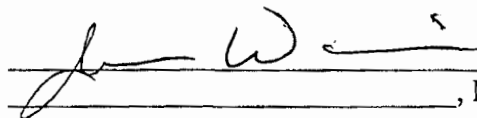
**XII.
APPLICABLE LAW**

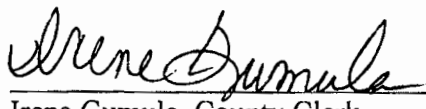
This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 10th day of November, 2015.

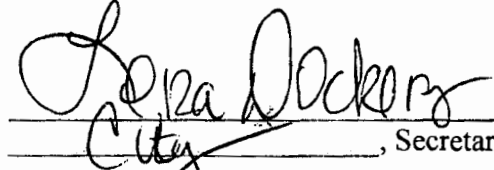
County of Hockley, Texas


Larry Sprowls, County Judge

City of Sundown, Texas

_____, Mayor

Attest:


Irene Gumula, County Clerk


_____, Secretary



STATE OF TEXAS

COUNTY OF HOCKLEY

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

THIS INTERLOCAL CONTRACT is entered into this 7th day of December, 2015, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Larry Sprows, County Judge (hereinafter referred to as Hockley County) and City of Ropesville, Texas acting by and through its duly authorized representative, the City Council of Ropesville, Texas, and the Mayor, (hereinafter referred to as Ropesville).

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 Ropesville, 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 Ropesville to Hockley County, Texas.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Ropesville 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**

Ropesville will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service. Ropesville will reimburse Hockley County for all expense in defending itself. Ropesville 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**

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ENTIRE AGREEMENT**

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**XI.
SEVERABILITY**

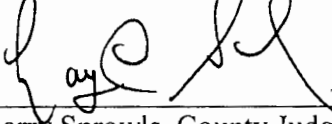
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**XII.
APPLICABLE LAW**

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

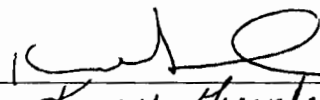
IN WITNESS WHEREOF, the parties enters into this Contract on the 7th day of December, 2015.

County of Hockley, Texas



Larry Sprowls, County Judge

City of Ropesville, Texas

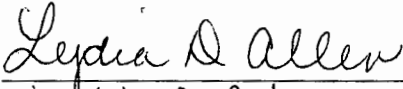


Kenny Greenlee, Mayor

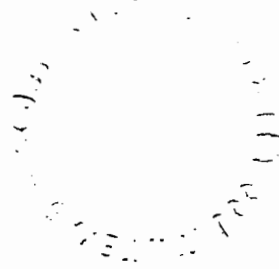
Attest:



Irene Gumula, County Clerk



Lydia D. Allen, Secretary



**Motion by Commissioner Clevenger , seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the casting allocated votes for
candidate Larry Carter for the 2016-2017 term of the Hockley County Appraisal District
Board of Directors, as per Official Ballot recorded below.**

OFFICIAL BALLOT

Hockley County Appraisal District

2016 Board of Directors Election

<u>Nominees</u>	<u>Votes</u>
Larry Carter	921
William Clements	
Bobby Neal	
Paul Ochoa	
FE Shaheen	
Billy Youngblood	

Be it resolved by the Commissioners' Court that it hereby casts its allocation of ballots in the Hockley County Appraisal District Board of Directors Election as reflected above.

Given under my hand and seal of office this 7th day of December 2015.

Signed: *Ulrene Humala*
Secretary/Clerk

Taxing Entity

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 4th
day of December, A. D. 2015, was examined by me and approved.

Curtis Thack
Commissioner, Precinct No. 1

Ramy Curtis
Commissioner, Precinct No. 2

J. L. Barnett
Commissioner, Precinct No. 3

Tommy Oley
Commissioner, Precinct No. 4

absent
County Judge

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