


**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 16<sup>TH</sup> day of December, 2013, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:


1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, December 9, 2013.
2. Read for approval all monthly bills and claims submitted to the court and dated through December 16, 2013.
3. Consider and take necessary action to approve the Official Bond and Oath of David Lee Olivo.
4. Consider and take necessary action to approve the resale bid for property in Whitharral, Texas.
5. Consider and take necessary action to approve the Fire Service Agreement between Hockley County and the City of Levelland.

**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 13<sup>TH</sup> day of December, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 13<sup>TH</sup> day of December, 2013.

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

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

DEC 13 2013

  
County Clerk, Hockley County, Texas

SPECIAL MEETING  
December 16, 2013

Be it remembered that on this the 16<sup>th</sup> day of December A.D. 2013, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 9<sup>th</sup> day of December A.D. 2013, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through December 16, A.D. 2013, be approved and paid as read.

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath, of David Lee Olivo, as per Official Bond and Oath recorded below.

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61871364

That we, David Lee Olivo, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hockley County, his successors in office, in the sum of Two Thousand and 00/100 DOLLARS (\$2,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 20th day of November, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of December, 2011, duly Appointed (Elected—Appointed) to the office of Reserve Deputy Sheriff in and for Hockley County, State of Texas, for a term of Indefinite year commencing on the 20th day of November, 2013.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup>

To faithfully perform the duties of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

David Lee Olivo Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley } ss

Before me, Linda Hagle  
David Olivo

on this day, personally appeared  
known to me to be the person whose name is subscribed to  
the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein  
expressed.

Given under my hand and seal of office at Levelland, Texas, this  
3 day of Dec, 2013.

Linda Hagle  
Hockley County, Texas

SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute  
the duties of the office of \_\_\_\_\_, of the State of  
Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States  
and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or  
promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or  
employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore  
solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the  
County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me  
as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of  
\_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, David Olivo, do solemnly swear (or affirm) that I will faithfully  
execute the duties of the office of Reserve Deputy, of the State of Texas,  
and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this  
State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to  
pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment,  
as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed David Olivo

Sworn to and subscribed before me at Levelland, Texas, this 3 day of  
Dec, 2013.

Linda Hagle  
Hockley County, Texas



THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of David Lee Oliver as Reserve Sheriff Deputy in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Wren Sumala Clerk  
County Court Hockley County

Date 12-16, 2013  
[Signature] County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

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

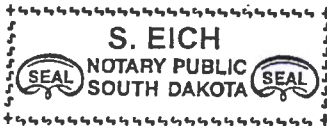
WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written.

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

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 20th day of November, 2013, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



[Signature]  
Notary Public

My Commission Expires February 12, 2015

Motion by Commissioner Clevenger, seconded by Commissioner Carter,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the resale bid of One  
Thousand Dollars (\$1000.00) from Jessie James Coronado for property known as 406  
Brownlee Ave., Lot 9&10, Blk. 8, OT, Whitharral, Texas, as per resale Bid recorded  
below.



OFFICE OF

**DEBRA C. BRAMLETT**

COUNTY TAX ASSESSOR  
HOCKLEY COUNTY  
LEVELLAND, TEXAS

**TO PAY ONLINE**  
**[www.co.hockley.tx.us.com](http://www.co.hockley.tx.us.com)**

**YVONNE GIPSON**  
CHIEF DEPUTY

email:  
[propertytax@hockleycounty.org](mailto:propertytax@hockleycounty.org)

ADDRESS ALL CORRESPONDENCE TO  
802 HOUSTON ST., SUITE 106  
LEVELLAND, TX 79336  
PHONE: (806) 894-4938  
FAX: (806) 894-1102

December 11, 2013

Hockley County Commissioners  
802 Houston Street  
Levelland Texas 79336

RE: 406 Brownlee OT Whitharral Block 8 Lot 9-10, r18095

To whom it may concern:

Enclosed you will find a bid for the above property by Jessie James Coronado, in the amount of One Thousand Dollars. At this time I would like to submit a copy of the bid along with a statement of all taxes due. If your board will please consider the bid on this property, the Whitharral School Board has already approved the bid. Thank you for your time and consideration on this matter. Please let me know as soon as your board reaches a decision.

Sincerely,

Debra C Bramlett  
Hockley County Tax Assessor Collector  
enc

DATE 12/11/2013

STATEMENT OF ALL TAXES DUE

HOCKLEY COUNTY TAX OFFICE
802 HOUSTON ST SUITE 106
LEVELLAND TEXAS 79336
(806) 894-4938

\*\*\*\*\*
\* PROPERTY DESCRIPTION ACCT # R18095
\* OT WHITHARRAL, BLOCK 8, LOT 9-10
\* TOWN -WHITHARRAL LOCATION- 406 BROWNLEE AVE
\* ACRES - .321
\* LAND MKT VALUE 1000 IMPR/PERS MKT VALUE
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 1000
\* LIMITED TXBL. VALUE
\* EXEMPTIONS GRANTED: OTH SUIT NO. 01022303
\* (REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE)
\*\*\*\*\*

HOCKLEY COUNTY IN TRUST
PO BOX 3
LEVELLAND TX 79336-0003

Table with 5 columns: TAXES YEAR, LEVY, P & I, ATTY FEES, AMT DUE. Rows include years from 1989 to 2013, with a total row at the bottom showing 402.48, 713.55, 183.16, and 1,299.19.

ACCT # R18095
TOTAL DUE 12/2013 1,299.19
TOTAL DUE 01/2014 1,303.88
TOTAL DUE 02/2014 1,308.63
TOTAL DUE 03/2014 1,313.44

BREAKDOWN OF TAX DUE BY JURISDICTION
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL\*
\* COUNTY 58.43 97.27 26.07 181.77\*
\* WATER 1.65 2.92 .75 5.32\*
\* CO ISD .85 2.20 .45 3.50\*
\* SOUTH PLAINS COLLEGE 49.51 85.37 22.24 157.12\*
\* WHITHARRAL I S D 276.11 483.00 124.85 883.96\*
\* WHITHARRAL CED 15.93 42.79 8.80 67.52\*
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... .00



October 29, 2013

Hockley County Tax Office

802 Houston Street

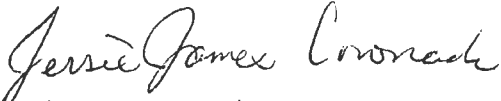
Suite 102

Levelland, TX 79336

My name is Jessie James Coronado and I am interested in placing my bid for property ID # 18095 also known as 406 Brownlee Avenue Whitharral, TX 79380. My Bid is \$1,000.00 dollars. If you have any questions I can be reached at [j.coronado@ttu.edu](mailto:j.coronado@ttu.edu) or 806-891-3734.

My mailing address is : P O Box 8311 Levelland, TX 79336

Sincerely,

  
Jessie James Coronado

Motion by Commissioner Carter, seconded by Commissioner Clevenger,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Fire Service Agreement  
between Hockley County and City of Levelland, as per Agreement recorded below.

## FIRE SERVICE AGREEMENT

This Agreement is made by and between the CITY OF LEVELLAND, TEXAS (the CITY), and the COUNTY OF HOCKLEY (the COUNTY) for the purposes and in accordance with the provisions herein set forth;

1. This Agreement is made under the authority of, and in accordance with the provisions of, TEXAS LOCAL GOVERNMENT CODE Chapter 352, County Fire Protection, and Texas Government Code Chapter 791, the Interlocal Cooperation Act. The purpose of this Agreement is to provide for fire protection in the portion of the County that is situated outside of the municipal boundaries of the City, because the CITY owns and operates a Fire Department as a department of its municipal government, but the COUNTY neither owns or operates any fire-fighting equipment, nor does it provide any type of fire protection, except as hereinafter set forth.

2. The CITY hereby agrees to provide fire-fighting services for the portion of the COUNTY situated outside the municipal boundaries of the CITY, using its equipment and personnel, subject to the following limitations:

A. The particular equipment and the number of personnel dispatched to any fire shall be within the sole discretion of, the CITY's Fire Chief or his designee, taking into account such factors as (but not limited to), the size and type of the fire, the location of the fire, any special toxic or other high risk characteristics of the fire, its proximity to the other departments capable of responding, and the necessity of holding sufficient fire-fighting assets in reserve to respond to other fires that would require a response by the CITY's Fire Department.

B. This Agreement does not include the CITY's providing of fire prevention services, such as building or fire extinguisher inspections, risk assessments, public fire prevention or safety programs, or arson or suspicious circumstances investigations.

3. The COUNTY has provided equipment to, and made arrangements with, numerous irrigation well owners so that those wells can provide water to fire fighting equipment. The COUNTY shall be responsible for maintaining those well connections, and will provide the CITY with appropriate maps or other means for locating and using these wells to obtain necessary water.

4. The CITY presently may be a party to one or more Mutual Aid Fire Agreements with other Cities, which essentially provide for coordinated fire responses. Those Agreements are not affected by this Agreement, and are not made a part hereof.

5. In consideration of the CITY's providing fire-fighting services, the COUNTY agrees to pay to the CITY:

A. An annual minimum amount of \$120,000 to cover up to 200 County Fire Runs. This amount shall be paid in two equal installments, the first installment of \$60,000 being paid to the CITY as soon as practicable after January 1, 2014, and the second \$60,000 installment as soon as practicable after July 1, 2014.

B. The CITY shall periodically provide to the COUNTY reports on the number County Fire runs with each report to include a cumulative total for the calendar year.

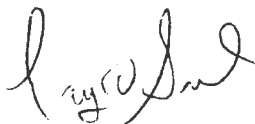
C. For each County Fire Run in excess of 200, up to and including the 240<sup>th</sup> County Fire Run during the calendar year, the COUNTY shall pay an additional \$600, with the calendar year total not to exceed a total COUNTY obligation of ~~\$48,000~~ \$48,000. Payment for these runs shall be made as soon as practicable after receipt of the CITY report documenting the runs.

6. The CITY and COUNTY each acknowledge that they have undertaken a comprehensive review of the costs of providing fire protection services to the citizens of the COUNTY, including those living inside and outside of the CITY, in order that those costs can be equitably borne. The CITY's and COUNTY's representatives have met, and the parties hereto agree that the conditions and responsibilities outlined in this agreement will likely serve as an equitable arrangement for another year. However, periodically the parties shall again undertake a comprehensive review of fire protection services and develop a new or revised fire service agreement when appropriate.

7. The term of this Agreement is for one year, commencing on December 1, 2014 and ending on November 30, 2014, subject to the review and approval for subsequent years as outlined in paragraph 6. above. The parties agree that this agreement represents an obligation of 2014 fiscal year funds only.

8. This Agreement supersedes all previous agreements of the parties concerning the subject matter hereof.

HOCKLEY COUNTY

By:   
Larry Sprowls, County Judge


Attest:

  
Irene Gumula, County Clerk

CITY OF LEVELLAND

By:   
Waymon Jackson, Mayor

Attest:

  
Beth A. Walls, TRMC, IPMA-CP  
City Secretary

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 16<sup>th</sup> day of December, A. D. 2013, was examined by me and approved.

Curtis' Thcash  
Commissioner, Precinct No. 1.

Ray Curtis  
Commissioner, Precinct No. 2

J. L. Barnett  
Commissioner, Precinct No. 3

Tommy Blum  
Commissioner, Precinct No. 4

Raymond  
County Judge

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