

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 14<sup>th</sup> day of August, 2017, at 9:00 A.M. in the Commissioners Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subject will be discussed to-wit:

1. Public Hearing on proposed budget for 2017-2018.

COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS,

By: Sharla Baldrige  
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Hockley 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 10<sup>th</sup> day of August, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 10<sup>th</sup> day of August, 2017.

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

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

AUG 10 2017

VOL. 65 PAGE 497  
Irene Gumula  
County Clerk, Hockley County, Texas



**THE STATE OF TEXAS  
COUNTY OF HOCKLEY**

**IN THE COMMISSIONER'S COURT  
OF HOCKLEY COUNTY, TEXAS**

**SPECIAL MEETING**

**August 14, 2017**

Be it remembered that on this the 14<sup>th</sup> day of August A.D. 2017, 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:

<b>Sharla Baldrige</b>	<b>County Judge</b>
<b>Curtis D. Thrash</b>	<b>Commissioner Precinct No. 1</b>
<b>Larry Carter</b>	<b>Commissioner Precinct No. 2</b>
<b>J. L. "Whitey" Barnett</b>	<b>Commissioner Precinct No. 3</b>
<b>Thomas R "Tommy" Clevenger</b>	<b>Commissioner Precinct No. 4</b>

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

Commissioners' Court met on Monday, August 14<sup>th</sup>, 2017 at 9:00 A. M. and ending at 9:15 A. M., and held a first public hearing on the proposed budget for the tax year 2018, no one attended the hearing.

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 14<sup>th</sup> day of August, A. D. 2017, was examined by me and approved.

Curtis Thar  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner Precinct No. 3

Randy Curtis  
Commissioner, Precinct No. 2

Tommy Cherry  
Commissioner Precinct No. 4

Charla Baldrige  
County Judge



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

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 14<sup>th</sup> day of August, 2017 at 9:30 A.M. or at the close of the Public Hearing on the proposed Budget in the Commissioners Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subject will be discussed to-wit:

1. 1<sup>st</sup> Public Hearing on proposed tax rate.

COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS

By Sharla Baldrige  
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 10<sup>th</sup> day of August, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 10<sup>th</sup> day of August, 2017.

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



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AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

AUG 10 2017

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Irene Gumula  
County Clerk, Hockley County, Texas

**THE STATE OF TEXAS  
COUNTY OF HOCKLEY**

**IN THE COMMISSIONER'S COURT  
OF HOCKLEY COUNTY, TEXAS**

**SPECIAL MEETING  
August 14, 2017**

Be it remembered that on this the 14<sup>th</sup> day of August A.D. 2017, 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:

<b>Sharla Baldrige</b>	<b>County Judge</b>
<b>Curtis D. Thrash</b>	<b>Commissioner Precinct No. 1</b>
<b>Larry Carter</b>	<b>Commissioner Precinct No. 2</b>
<b>J. L. "Whitey" Barnett</b>	<b>Commissioner Precinct No. 3</b>
<b>Thomas R "Tommy" Clevenger</b>	<b>Commissioner Precinct No. 4</b>

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

Commissioners' Court met on Monday, August 14<sup>th</sup>, 2017 at 9:30 A. M. and ending at 9:45 A. M., and held a first public hearing on the proposed tax rate increase for the tax year 2018, no one attended the hearing.

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 14th  
day of August, A. D. 2017, was examined by me and approved.

Curtis Throckmorton  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner Precinct No. 3

Kenny Curtis  
Commissioner, Precinct No. 2

Tommy Clever  
Commissioner Precinct No. 4

Sharla Baldrige  
County Judge

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



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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 14<sup>th</sup> day of August, 2017 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of Regular Meeting of the Commissioners' Court held Monday, August 7, 2017.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 14, 2017.
3. Consider and take necessary action to approve the Consolidation of Precincts for the November 7, 2017 Constitutional Amendment Election.
4. Consider and take necessary action to approve the Sales Order Agreement between Hockley County and Election Systems & Software ("ES&S) for the purchase of voting equipment.
5. Consider and take necessary action to approve a resale bid for \$300.00 from Michael Jackson for Smallwood (LEV), Block 1, Lot 49 & 50, 607 Washington, Levelland, Texas.
6. Consider and take necessary action to approve Ad Valorem tax refunds.
7. Consider and take necessary action to approve the 2018 County Holidays.
8. Consider and take necessary action to approve the trade-in of a 2010 140m Caterpillar Motor Grader and the purchase a 2017 140m Caterpillar Motor Grader from the Buy Board for use in Precinct 1.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS**

BY: *Sharla Baldrige*  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 10<sup>th</sup> day of August, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 10<sup>th</sup> day of August, 2017.

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



FILED FOR RECORD  
O'CLOCK

AUG 10 2017

*Irene Gumula*  
County Clerk, Hockley County,

VOL. 65 PAGE 503

**SPECIAL MEETING  
AUGUST 14, 2017**

**Be it remembered that on this the 14<sup>th</sup> day of August A.D. 2017, 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:**

<b>Sharla Baldrige</b>	<b>County Judge</b>
<b>Curtis D. Thrash</b>	<b>Commissioner Precinct No. 1</b>
<b>Larry Carter</b>	<b>Commissioner Precinct No. 2</b>
<b>J. L. "Whitey" Barnett</b>	<b>Commissioner Precinct No. 3</b>
<b>Thomas R "Tommy" Clevenger</b>	<b>Commissioner Precinct No. 4</b>

**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 Regular meeting of the Commissioners' Court, held on August 7, A.D. 2017, be approved and stand as read.**

**Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through August 14, A. D. 2017, be approved and stand as read.**

**Motion by Commissioner Carter, seconded by Commission Barnett, 4 Votes Yes, 0 Votes No, that Commissions' Court approve the Consolidation of Precincts for the November 7, 2017 Constitutional Amendment Election, as per Consolidation recorded below.**





OFFICE OF

**CHERYL SMART**

HOCKLEY COUNTY ELECTIONS ADMINISTRATOR  
624 AVE. H, SUITE 103  
LEVELLAND, TEXAS 79336  
(806) 894-1105

August 14, 2017

Re: Consolidation of Precincts for the November 7, 2017 Constitutional Amendment Election

To The Commissioners Court of Hockley County:

I would like to petition the court to consolidate the following precincts for the November 7, 2017 Constitutional Amendment Election

Consolidate Precincts 16 and 11 to be held at Christ United Methodist Church @ 1702 College Ave. Levelland, Tx.

Consolidate Precincts 32, 21, 33, 35, 36, and 45 to be held at the Hockley Tax Office @ 624 Ave H Levelland, Tx.

Thank You,

*Cheryl Smart*

Cheryl Smart  
Hockley County Elections Administrator

**Motion by Commission Thrash, seconded by Commissioner Clevenger,  
4 Votes Yes, 0 Voted No, that Commissioners' Court approve the Sales Order  
Agreement between Hockley County and Election Systems & Software (ES&S) for the  
purchase of voting equipment, as per Agreement recorded below.**



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: No later than 9/30/2017

Phone Number: 806) 894-4938

Fax Number: N/A

Customer Contact, Title: Cheryl Smart - Elections Administrator

Customer Name: Hockley County, Texas

Type of Sale:  NEW  
 Type of Equip:  NEW  REFURBISHED

Bill To:  
 Hockley County, Texas  
 Cheryl Smart - Elections Administrator  
 624 Avenue H - Suite 103  
 Levelland, TX 79336

Ship To:  
 Hockley County, Texas  
 Cheryl Smart - Elections Administrator  
 911 Austin Street  
 Levelland, TX 79336

Item	Description	Qty	Price	Total
1	DS450 Model DS450 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) 8GB Thumb Drives (EVS 5.2.2.0.)	1	\$49,950.00	\$49,950.00
2	DS450 Initial Annual License Fee		Included	Included
3	ExpressVote ExpressVote BMD Terminal with Internal Backup Battery, Power Supply with AC Cord, ADA Keypad, Headphones, and 4GB Flash Drive (EVS 5.2.2.0.)	14	\$3,325.00	\$46,550.00
4	Other Soft-Sided Carrying Case	14	\$175.00	\$2,450.00
5	Other ExpressVote Ballot Card Stock - 14" (250 per pkg)	20	\$23.75	\$475.00
6	DS450 Installation / Training Fee	1	\$3,575.00	\$3,575.00
7	Services Election On-Site Support Event	1	Included	Included
8	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 1 - Model 650 Scanner (Visible Green) 24 - AutoMARK	1	(\$10,437.00)	(\$10,437.00)
9	Shipping Shipping & Handling	1	\$1,303.00	\$1,303.00

Freight Billable: yes  no

Order Subtotal \$ 93,866.00  
 Customer Discount (\$13,080.00)  
 Order Total \$ 80,786.00

\_\_\_\_\_  
 Matt Kunz  
 Regional Sales Manager

*Shuala Baldridge* 8-14-2017  
 \_\_\_\_\_  
 Customer Signature Date

\_\_\_\_\_  
 V.P. of Finance Date

*Hockley County Judge*  
 \_\_\_\_\_  
 Title

**Trade-In Equipment:**  
 ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.  
 ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

# Sales Order Agreement

Special Notes:

## Payment Terms

Provided Customer accepts delivery of all of the equipment set forth above by no later than September 30, 2017, the first payment of \$27,194.38 is due January 15, 2019 and annually thereafter. 3 Payments in Total. In the event Customer does not accept delivery of all of the items set forth above by September 30, 2017, these payment terms shall become null and void and the Order Total will be due in full upon delivery of the equipment as set forth above.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

## Warranty Period (Years):

One (1) Year After Equipment Delivery

## Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "Gold and Silver Coverage" working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to

herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any renewal thereof for those hardware products identified as "**Gold Coverage**" on Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each **Twenty-Four (24) Months** during the Initial Term or any renewal thereof for those hardware products identified as "**Silver Coverage**" on Attachment 1. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III** **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.



**Schedule A1  
Pricing Summary**

<b>Summary:</b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$8,190.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$4,970.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$13,160.00</b>
<b>Terms &amp; Conditions:</b>		
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.		
<b>Note 2:</b> In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Term: Expiration of the Warranty Period through the second anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
1	Model DS450 Scanner (Gold Coverage)	Year 1	\$2,730.00	\$2,730.00
14	ExpressVote BMD Terminal (Silver Coverage)	Year 1	\$97.50	\$1,365.00
<b>Total Maintenance Fees for Year 1</b>				<b>\$4,095.00</b>
<hr/>				
1	Model DS450 Scanner (Gold Coverage)	Year 2	\$2,730.00	\$2,730.00
14	ExpressVote BMD Terminal (Silver Coverage)	Year 2	\$97.50	\$1,365.00
<b>Total Maintenance Fees for Year 2</b>				<b>\$4,095.00</b>
<hr/>				
<b>Total Hardware Maintenance Fees for the Initial Term</b>				<b>\$8,190.00</b>

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

**Note 3:** Customer's Designated Location: Hockley County, Texas

**Note 4:** The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

**Note 5:** Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

**Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.

- Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
- Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of ES&S Equipment.
- Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the second anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
1	Model DS450 Scanner	Year 1	\$1,575.00	\$1,575.00
14	ExpressVote BMD Terminal	Year 1	\$65.00	\$910.00
<b>Total License, Maintenance and Support Fees for Year 1</b>				<b>\$2,485.00</b>
<hr/>				
1	Model DS450 Scanner	Year 2	\$1,575.00	\$1,575.00
14	ExpressVote BMD Terminal	Year 2	\$65.00	\$910.00
<b>Total License, Maintenance and Support Fees for Year 2</b>				<b>\$2,485.00</b>
<hr/>				
<b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b>				<b>\$4,970.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services - Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
  - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.

2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
11. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer, (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or ES&S Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and

shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the ES&S Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified;

(ii) Customer's pro-rata share of such future state certification or recertification costs; and

(iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

# The State of Texas

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.texas.gov  
www.votetexas.gov



Phone: 512-463-5650  
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Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Rolando B. Pablos  
Secretary of State

## REPORT OF REVIEW OF ES&S EVS 5.2.2.0, ExpressVote, and AutoMARK

### PRELIMINARY STATEMENT

On April 18th and 19th, 2017, Election Systems & Software (the "Vendor") presented EVS 5.2.2.0, ExpressVote and AutoMARK for examination and certification. The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Stephen Berger, an expert in electronic data communication systems;
2. Mr. Tom Watson, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Ms. Christina Worrell Adkins, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Dr. Jim Sneeringer, an expert in electronic data communication systems
2. Mr. John Ellis, an employee of the Texas Attorney General.

On April 18th, 2017, Mr. Berger, Dr. Sneeringer, and Ms. Adkins witnessed the installation of the EVS 5.2.2.0 software and firmware that the Office of the Texas Secretary of State (the "Office") received directly from the Independent Testing Authority. Ms. Adkins examined the accessibility components of the ExpressVote and AutoMARK. Also, Mr. Tim Juro, a staff attorney with the Office, reviewed the accessibility components of the ExpressVote and AutoMARK.

On April 19th, 2017, the Vendor demonstrated the system, answered questions presented by the examiners, and test ballots were then processed on each voting device. The results were accumulated and later verified for accuracy by the Secretary of State staff. Each examiner attended.<sup>1</sup>

Other members of the Office of the Texas Secretary of State's Elections Division staff were present at various points during the examination. Examiner reports on the system are attached hereto and incorporated herein by this reference.

On June 14, 2017, a public hearing was conducted in which interested persons were given an opportunity to express views for or against certification of the system.

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<sup>1</sup> On April 20, 2017, the Vendor demonstrated the ExpressPass feature; however, this feature is outside the scope of certification and is only addressed in the conditions below to make clear that it is outside the scope of certification.



## BRIEF DESCRIPTION OF EVS 5.2.2.0, ExpressVote & AutoMARK

EVS 5.2.2.0 (together with AutoMARK and ExpressVote) contains many of the same components as a previous EVS system that the Secretary of State certified on December 15, 2016. There is, however, a new central tabulator machine, the DS450, which is smaller than the DS850, and various upgrades and/or revisions to some of the software and functionality associated with the system.

EVS 5.2.2.0 (together with AutoMARK and ExpressVote) has been evaluated at an accredited independent voting system testing laboratory for conformance to the 2005 Voluntary Voting System Guidelines (VVSG). It has received Elections Assistance Commission (EAC) # ESSEVS5220 on February 27, 2017.

The components of EVS 5.2.2.0 (together with AutoMARK and ExpressVote) are as follows:

Component	Version	Description
ElectionWare	4.7.1.1	Database system that allows jurisdictions to code, layout paper ballots, and burn media.
Event Log Service	1.5.5.0	Background function that monitors the functioning of Windows Event Viewer
ExpressVote Previewer	1.4.1.2	Allows user to preview screen layout for ExpressVote
Removable Media Service	1.4.5.0	Supports installation and removal of election and results media
ExpressVote	1.4.1.2	Accessible electronic ballot marker
VAT Previewer	1.8.6.1	Allows user to preview screen layout and audio for the AutoMARK
Election Reporting Manager (ERM)	8.12.1.1	Database system that stores all of a jurisdiction's election information data
AutoMARK	1.8.6.1	Accessible electronic ballot marker
DS200 Precinct Scanner	2.12.2.0	Precinct Scanner and Tabulator
DS850 Central Scanner	2.10.2.0	Central Scanner and Tabulator
DS450 Central Scanner	3.0.0.0	Central Scanner and Tabulator

### FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, and Texas voting system examiner reports.

EVS 5.2.2.0 (together with ExpressVote and AutoMARK) meets the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the EVS 5.2.2.0, ExpressVote and AutoMARK components, among other things:

1. Preserve the secrecy of the ballot;

2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting;
10. Are capable of permitting straight-party voting; and
11. Are capable of providing records from which the operation of the system may be audited.

### CONDITIONS

During the examination of the systems, some examiners identified certain aspects of the systems they thought might be improved, though each examiner recommended certification notwithstanding these aspects. In addition, various examiners raised concerns which can be adequately addressed through conditions imposed on certification. Conditions on certification are as follows:

1. The DS200 has a portable ballot box with spaces for two locks. Pursuant to Section 85.032 of the Texas Election Code, this ballot box may not be used during early voting unless two different locks are affixed thereto, each with a different key. In addition, the Office of the Texas Secretary of State intends to issue procedures to counties to address the transfer of voter ballots in the event there is a full ballot box.
2. Precinct devices used during early voting by personal appearance, and central accumulators, pursuant to 1 TAC. §§ 81.52(h) and 81.62(a), are required to attach continuous feed audit log printers. Due to the current iteration of 1 T.A.C. §§ 81.52(h) and 81.62(a), end-users shall not use the DS200 as (1) a precinct device during early voting by personal appearance or (2) a central accumulator.<sup>2</sup>
3. Given Section 61.014 of the Texas Election Code, uncertainty as to methods of use outside of the polling place, and the fact that it is outside the scope of this certification, the ExpressPass component is not certified for use in Texas.

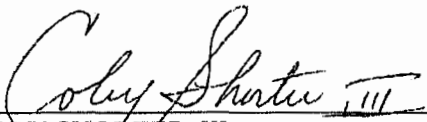
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<sup>2</sup> This condition relies upon the current version of 1 TAC §§ 81.52(h) and 81.62(a). Any change in §§ 81.52(h) and 81.62(a) which eliminates the requirement for a continuous feed audit log printer would render this condition moot.

CONCLUSION

Accordingly, based upon the foregoing, I hereby certify the EVS 5.2.2.0, ExpressVote and AutoMARK for use in elections in Texas, subject to the above conditions.

Signed under my hand and seal of office, this 28<sup>th</sup> day of July 2017.

  
\_\_\_\_\_  
COBY SHORTER, III  
DEPUTY SECRETARY OF STATE

**Motion by Commission Barnett, seconded by Commissioner Carter,  
4 Votes Yes, 0 Voted No, that Commissioners' Court approve a resale bid for Three  
Hundred Dollars (\$300.00) from Michael Jackson for Smallwood (LEV), Block 1, Lot  
49 & 50, 607 Washington, Levelland Texas, as per Bid Resale 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

624 Ave. H, SUITE 101  
LEVELLAND, TX 79336  
PHONE: (806) 894-4938  
FAX: (806) 894-1102

August 8, 2017

To all Concerned Entities:

RE: SMALLWOOD (LEV), BLOCK 1, LOT 49-50 (607 WASHINGTON ST)

We have received a bid in our office for the above property from Michael Jackson in the amount of \$300.00. His bid has been approved by City of Levelland. At this time I am submitting the bid to your entity for your consideration. I am enclosing a statement of all taxes due and a copy of her bid. Once you have made your decision on this bid for Mr. Jackson, please let me know of your decision, so I can notify him. Thank you for your time and consideration.

Sincerely

  
Debra C. Bramlett  
Hockley County Tax Assessor Collector  
Enc/

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BID FORM FOR RESALE OF PROPERTY  
STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

11/30/2016  
(DATE)

Michael Jackson  
(NAME)

300<sup>00</sup>  
AMT OF BID

517 West Monroe St  
ADDRESS-P.O. BOX OR STREET

LevellAND Texas 79336  
CITY STATE & ZIP CODE

806-891-1973  
PHONE NUMBER

Smallwood (Lev), Block 1, Lot 49-50 607 west Washington  
LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY

LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY, AND YOUR BID

the property is in a flood zone, I will not be building  
anything on it just growing trees

THANK YOU FOR YOUR BID

HOCKLEY COUNTY TAC

STATEMENT OF ALL TAXES DUE

ACCT # R04449  
 DATE 08/09/2017  
 CR



HOCKLEY COUNTY TAX OFFICE  
 624 AVE. H STE 101  
 LEVELLAND TEXAS 79336  
 (806) 894-4938

OFFICE COPY

Property Description  
 SMALLWOOD (LEV), BLOCK 1, LOT 49-50

TOWN -LEVELLAND LOCATION- 607 WASHINGTON ST  
 ACRES - .121

Values

LAND MKT VALUE 880 IMPR/PERS MKT VAL  
 LAND AGR VALUE MKT. BEFORE EXEMP 880  
 LIMITED TXBL VAL  
 EXEMPTIONS GRANTED: OTH SUIT NO. TX14-04-2755  
 (REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE)

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

TAXES	LEVY	P&I	ATTY FEES	AMT DUE
TAXES 1999	17.63	39.32	8.55	65.50
TAXES 2000	4.61	9.72	2.15	16.48
TAXES 2001	23.46	46.69	10.52	80.67
TAXES 2002	22.91	42.85	13.15	78.91
TAXES 2003	25.69	44.95	14.12	84.76
TAXES 2004	26.72	43.56	14.06	84.34
TAXES 2005	25.66	38.75	12.89	77.30
TAXES 2006	23.87	33.18	11.40	68.45
TAXES 2007	21.04	26.73	9.55	57.32
TAXES 2008	20.39	23.44	8.77	52.60
TAXES 2009	21.58	22.23	8.76	52.57
TAXES 2010	21.75	19.80	8.31	49.86
TAXES 2011	21.96	17.35	7.86	47.17
TAXES 2012	21.19	14.19	7.07	42.45
TAXES 2013	22.99	12.65	7.13	42.77
TAXES 2014	22.56	9.70	6.46	38.72
TAXES 2015	25.29	7.84	6.63	39.76
TAXES 2016	.00	.00	.00	.00
	369.30	452.95	157.38	979.63
				=====
				979.63
				984.00
				988.44
				992.84

ACCT # R04449

OFFICE COPY

STATEMENT OF ALL TAXES DUE

ACCT # R04449  
DATE 08/09/2017  
CR



HOCKLEY COUNTY TAX OFFICE  
624 AVE. H STE 101  
LEVELLAND TEXAS 79336  
(806) 894-4938

BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
HOCKLEY COUNTY	47.26	56.06	19.87	123.19
CITY OF LEVELLAND	100.03	119.56	42.19	261.78
LEVELLAND I S D	184.48	232.05	79.53	496.06
SOUTH PLAINS COLLEGE	36.41	43.89	15.30	95.60
HIGH PLAINS WTR DIST	1.12	1.39	.49	3.00

TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... .00

OFFICE COPY

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**Motion by Commission Barnett, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Voted no, that Commissioners' Court approve the tax refund in the amount of Five Hundred and Thirteen Dollars and Ninety One Cents (\$513.91) to Jonathan E & Melanie M Ellis, tax refund in the amount of Five Hundred Seventeen Dollars and Thirty Nine Cents (\$517.39) to Brian Joseph & Paige Preston Riedel, tax refund in the amount of Five Hundred and Thirty Two Dollars and Seven Cents (\$532.07) to Andres M Escobedo, tax refund in the amount of Five Hundred and Fifty Six Dollars and Fifty Seven Cents (\$556.57) to Stephen Spies, tax refund in the amount of Five Hundred and Ninety Dollars and Thirty Cents (\$590.30) to Sammy & Laura Johnson, tax refund in the amount of Six Hundred and Fifty Eight Dollars and Sixty Six Cents (\$658.66) to Roy Barry, tax refund in the amount of Six Hundred and Ninety Nine Dollars and Seventy Five Cents (\$699.75) to Danny Alvarez, tax refund in the amount of Eight Hundred and Twenty Five Dollars and Seventy Four Cents (\$825.74) to Dale Wayne & Jennifer MI Beadles, as per request of Debra Bramlett, Tax Assessor/Collector.**

**Motion by Commission Carter, seconded by Commissioner Thrash,  
4 Votes Yes, 0 Voted No, that Commissioners' Court approve the 2018 County  
Holidays, as per 2018 County Holidays recorded below.**

## 2018 COUNTY HOLIDAYS

<b>January 1, 2018</b>	<b>(Monday)</b>	<b>New Year's Day</b>
<b>February 19, 2018</b>	<b>(Monday)</b>	<b>President's Day</b>
<b>March 30, 2018</b>	<b>(Friday)</b>	<b>Good Friday</b>
<b>May 28, 2018</b>	<b>(Monday)</b>	<b>Memorial Day</b>
<b>July 4, 2018</b>	<b>(Wednesday)</b>	<b>Independence Day</b>
<b>September 3, 2018</b>	<b>(Monday)</b>	<b>Labor Day</b>
<b>October 8, 2018</b>	<b>(Monday)</b>	<b>Columbus Day</b>
<b>November 12, 2018</b>	<b>(Monday)</b>	<b>Veterans Day</b>
<b>November 22 &amp; 23, 2018</b>	<b>(Thurs. &amp; Fri.)</b>	<b>Thanksgiving</b>
<b>December 24 &amp; 25, 2018</b>	<b>(Mon. &amp; Tues.)</b>	<b>Christmas</b>

**Motion by Commission Thrash, seconded by Commissioner Barnett,  
4 Votes Yes, 0 Voted No, that Commissioners' Court approve the trade-in of a 2010  
140m Caterpillar Motor Grader and the purchase a 2017 140m Caterpillar Motor  
Grader from the Buy Board for use in Precinct 1, as per Motor Grader recorded below.**



Quote 184862-02

August 3, 2017

HOCKLEY COUNTY 1  
BOARD OF COUNTY COMMISSIONERS  
802 HOUSTON ST STE 103  
LEVELLAND  
Texas  
79336-3706

Attention: CURTIS THRASH

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

One (1) New CATERPILLAR Model: 140M3 Motor Graders with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:**C81019    **SERIAL NUMBER:**0N9D00817    **YEAR:**2017

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

Brian Hutcheson  
Machine Sales Representative

**MACHINE SPECIFICATIONS**

140M3 MOTOR GRADER  
 CHROME MOLDBOARD, 14' PLUS  
 COLD WEATHER PACKAGE  
 LINES, STANDARD W/O ACCUMULATOR  
 PRECLEANER, SY-KLONE  
 BASE + 2 (FL,RIP)  
 STARTER, ELECTRIC, HEAVY DUTY  
 LIGHTS, FRONT HEADLIGHTS, HIGH  
 CAB, PLUS (STANDARD GLASS)  
 CAB, PLUS (INTERIOR)  
 SEAT BELT  
 PRODUCT LINK, SATELLITE PLE631  
 JOYSTICK CONTROLS, BASIC  
 GUARD GP, HITCH  
 LANGUAGE, ENGLISH  
 ANTIFREEZE WINDSHIELD WASHER  
 LIGHTS, WORKING, PLUS  
 LIGHT, LED WARNING STROBE  
 MOUNTING, WARNING LIGHT  
 CAMERA, REAR VISION  
 MIRRORS, OUTSIDE MOUNTED  
 GUARD, TRANSMISSION  
 HEATER, ENGINE COOLANT, 120V  
 CONTROL, AUTO ARTICULATION-DEMO  
 DRAIN, HIGH SPEED, ENGINE OIL  
 AM/FM Radio  
 14.00 Bias Ply Tires and Wheels

Buyboard Sell Price	\$271,698.00
Less Gross Trade Allowance (2010 140M B9D2764)	(\$147,000.00)
<b>Trade Difference</b>	<b>\$124,698.00</b>
<b>Guaranteed Minimum Repurchase 5 Year or 5000 Hours</b>	<b>(\$150,000.00)</b>
<b>Total Cost</b>	<b>(\$25,302.00)</b>

**WARRANTY**

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

Accepted by *Quentin Thru* on 8-14-17  
 Signature

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 14th  
day of August, A. D. 2017, was examined by me and approved.

[Signature]  
Commissioner, Precinct No. 1

[Signature]  
Commissioner Precinct No. 3

[Signature]  
Commissioner, Precinct No. 2

[Signature]  
Commissioner Precinct No. 4

[Signature]  
County Judge



[Signature]  
IRENE GUMULA, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 21<sup>ST</sup> day of August, 2017 at 9:00 a.m. in the Commissioners Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subject will be discussed to-wit:

1. 2<sup>ND</sup> Public Hearing on proposed tax rate.

COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS

By: *Sharla Baldrige*  
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 17<sup>TH</sup> day of August, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 17<sup>th</sup> day of August, 2017.

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

Filed for Record  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

AUG 17 17.

*Irene Gumula*  
County Clerk Hockley County, Texas



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**THE STATE OF TEXAS  
COUNTY OF HOCKLEY**

**IN THE COMMISSIONER'S COURT  
OF HOCKLEY COUNTY, TEXAS**

**SPECIAL MEETING  
August 21<sup>st</sup>, 2017**

**Be it remembered that on this the 21<sup>th</sup> day of August A.D. 2017, 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:**

<b>Sharla Baldrige</b>	<b>County Judge</b>
<b>Curtis D. Thrash</b>	<b>Commissioner Precinct No. 1</b>
<b>Larry Carter</b>	<b>Commissioner Precinct No. 2</b>
<b>J. L. "Whitey" Barnett</b>	<b>Commissioner Precinct No. 3</b>
<b>Thomas R "Tommy" Clevenger</b>	<b>Commissioner Precinct No. 4</b>

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

**Commissioners' Court met on Monday, August 21<sup>st</sup>, 2017 at 9:00 A. M. and ending at 9:15 A. M., and held a second public hearing on the proposed tax rate increase for the tax year 2018, no one attended the hearing.**

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 21<sup>st</sup> day of August, A. D. 2017, was examined by me and approved.

Curtis Arndt  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner Precinct No. 3

Kenny Curtis  
Commissioner, Precinct No. 2

Tommy Oly  
Commissioner Precinct No. 4

Sharla Baldrige  
County Judge

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

