

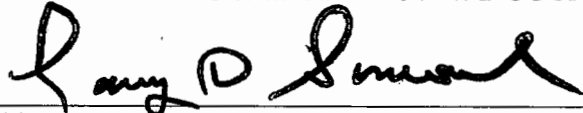
**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 7<sup>TH</sup> day of March, 2016 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, February 22, 2016.
2. Read for approval all monthly bills and claims submitted to the court and dated through March 7, 2016.
3. Hear Public Assistance monthly report.
4. Consider and take necessary action to approve refunds of ad valorem taxes.
5. Consider and take necessary action to approve the road crossing of South Plains Telephone Cooperative, Inc.
6. Consider and take necessary action to approve the 2015 continuing education hours of the County Clerk and District Clerk.
7. Consider and take necessary action concerning San Jacinto Day.
8. Consider and take necessary action to advertise for bids for hauling approximately 3000 yards of caliche from the caliche pit in Precinct 3 to El Paso Road in Precinct 4 to be delivered on or before May 1, 2016.
9. Consider and take necessary action to approve the 2016 Joint Election Agreement.
10. Consider and take necessary action to take bids for purchase of pig pens at the County Show Barn.
11. Discussion of 2015 Disaster Declaration.

**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 4<sup>TH</sup> day of March, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

FILED FOR RECORD

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

Dated this 4<sup>TH</sup> day of March, 2016.

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

**MAR 04 2016**

  
County Clerk, Hockley County, Texas

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SPECIAL MEETING  
MARCH 7<sup>TH</sup>, 2016

Be it remembered that on this the 7<sup>th</sup> day of March A.D. 2016, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that the Minutes of Special meeting of the Commissioners' Court, held on the 22<sup>nd</sup> day of February, A.D. 2016, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through March 7<sup>th</sup>, A. D. 2016, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioner's Court grant permission and authority to South Plains Cooperative, Inc. to lay, construct, operate and maintain a Fiber Optic Telephone cable under and across certain county roads, situated in Commissioners' Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF South Plains Telephone Cooperative, Inc., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, South Plains Telephone Cooperative, Inc., and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain <sup>Fiber Optic Telephone cable</sup> ~~pipelines~~ under and across certain county roads situated in Hockley County, Texas, which said ~~pipelines are to be used for the purpose of transporting~~ ~~from the Petitioner's sources of supply to Petitioner's markets.~~ Fiber Optic Telephone cables will provide LifeLine telephone service (E911), high speed internet and IPTV services to the rural community we have served since 1952.

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

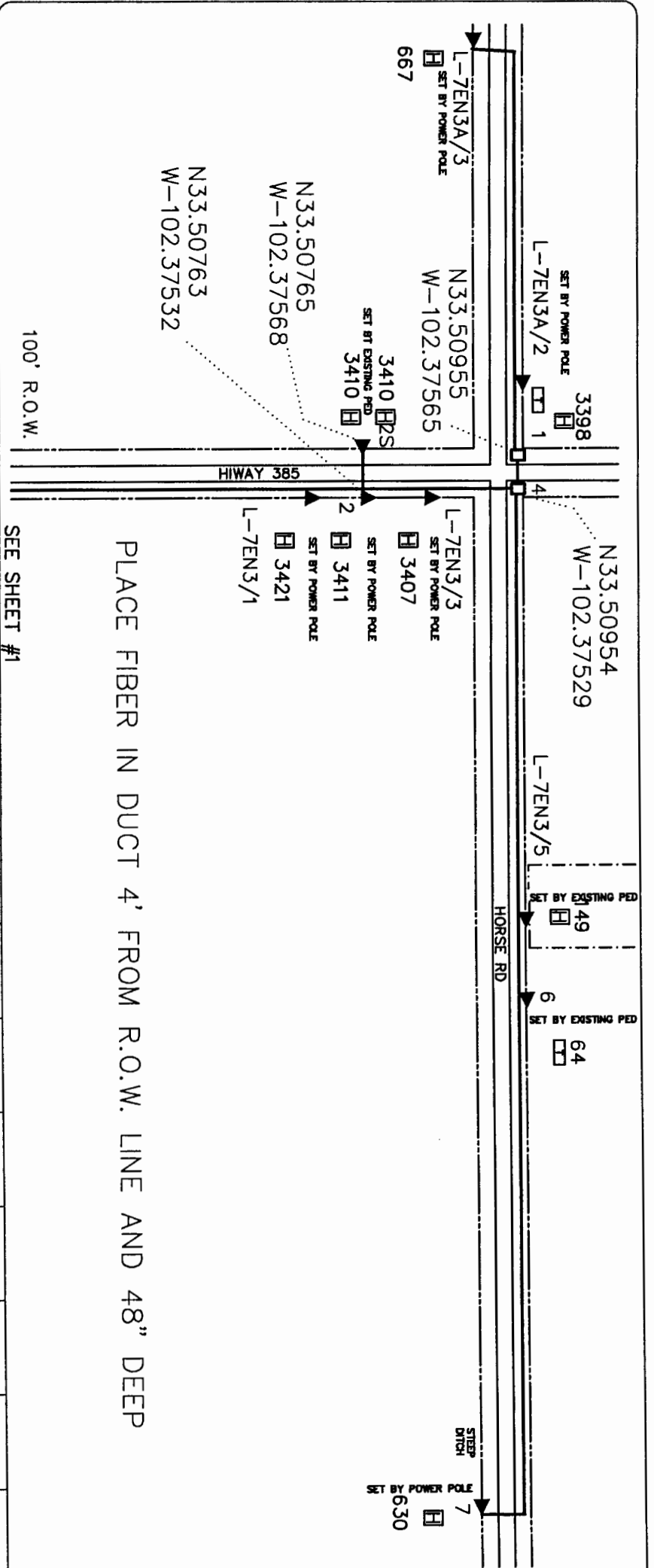
1. The Petitioner shall, in constructing said ~~pipelines~~ undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said ~~pipelines~~ undercrossings in a manner so as not to inconvenience, endanger or obstruct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

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

DATED this 23<sup>rd</sup> day of February, 2016.

BY Bruce Billtra





Exchange: ARNETT  
 COUNTY: HOCKLEY  
 ROUTE: L-7EN

SHEET 2 OF  
 Work Order No. 15541A  
 CONST. SHT OF  
 MAP REF.  
 Physical Address HIWAY 385  
 AS BUILT DATE

Customer Name & Phone Numbers:  
 South Plains TELEPHONE COOPERATIVE  
 Drawn By: JBB

POLE OR PED NO.	Pole, Ped or Vault	BF024	BF012	1 1/2" DUCT	ADDER	1 1/2" DUCT													
L-7EN3/6																			
L-7EN3/1	PRO10 VAULT/PED	1850'		1790'															
L-7EN3/2	PRO10 VAULT/PED	450'		380'															
L-7EN3/2S	BDF3A/STK			120'		SINGLE													
L-7EN3/4	PEM 36/48	510'		450'		2620'													
L-7EN3/5	PRO10 VAULT/PED		2420'	2360'		SINGLE													
L-7EN3/6	PRO10 VAULT/PED		840'	780'		SINGLE													
L-7EN3/7	PRO10 VAULT/PED		1960'	1900'		SINGLE													
L-7EN3/4																			
L-7EN3A/1	PEM 36/48		180'	120'		120'													
L-7EN3A/2	PRO10 VAULT/PED		240'	180'		SINGLE													
L-7EN3A/3	PRO10 VAULT/PED		3560'	3500'		SINGLE													
	6 PRO10 PED																		
	6 PRO10 VAULT																		
	2 PEM 36/48																		
	1 BDF3A/STK																		
<b>Totals</b>		2810'	9200'	14320'															

Misc. Notes:  
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BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF SOUTH PLAINS TELEPHONE COOPERATIVE, INC. FOR AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

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

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

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

County Judge

Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

2-7-2016

Date

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

Motion by Commissioner Barnett, seconded by Commissioner Thrash,  
4 Votes Yes, 0 Votes No, that Commissioner's Court approve the tax refund in the amount of One  
Thousand One Hundred Seventy Two Dollars and Twenty Five Cents (\$1172.25) to Bank of  
America, approve the tax refund in the amount of Five Hundred Seventy Eighty Dollars and  
Thirteen Cents (\$578.13) to Reagor Dykes, as per request of Debra Bramlett, Tax  
Assessor/Collector.

Motion by Commissioner Carter, seconded by Commissioner Barnett,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2015 continuing education hours  
of the County Clerk and District Clerk, as per Certificates recorded below.



COUNTY & DISTRICT CLERKS'  
ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

**Dennis Price  
Hockley, District Clerk**

*For completing the required 20 Hours of Continuing Education for 2015 as  
prescribed in Section 51.605 of the Texas Government Code.*

*In Witness wherefore, recognition is hereby made this January 2016.*

*Heather H. Hawthorne*

Heather H. Hawthorne, President

*Celeste Bichsel*

Celeste Bichsel, Vice President





COUNTY & DISTRICT CLERKS'  
ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Irene Gumula  
Hockley, County Clerk

For completing the required 20 Hours of Continuing Education for 2015 as  
prescribed in Section 51.605 of the Texas Government Code.

*In Witness whereof, recognition is hereby made this January 2016.*

*Heather H. Hawthorne*

Heather H. Hawthorne, President

*Celeste Bichsel*

Celeste Bichsel, Vice President

Rebecca Currington, Public Assistance Administrator reported her February 2016, monthly approvals and denial request for Public Assistance, as per Report recorded below.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of February 2016.

**APPROVED APPLICANTS**

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Jessica Aguilar	603 8 <sup>th</sup> St #B	Levelland	Shelter	\$150.00
Elizabeth Kuehler	903 S. Alamo Rd, #15	Levelland	Electric	\$75.00

**DENIED APPLICANTS**

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.
- Other reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Rocky Garza	226 Hickory Apt. #B	Levelland
Juan Munguia Jr.	1311 8 <sup>th</sup> St	Levelland
Andres Barron	306 Ave A	Levelland
Jose Zuniga	141 S Barton Lane	Levelland
Christopher Morris	226 Cherry St apt, #14	Levelland
Steve Downing	1805 Houston	Levelland

**Motion by Commissioner Barnett, seconded by Commissioner Clevenger,  
4 Votes Yes, 0 Votes No, that Commissioners' Court did not adopt an order authorizing the sale  
of fireworks for San Jacinto Day.**

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash,  
4 Votes Yes, 0 Votes No, that Commissioners' Court advertise for bids for hauling approximately  
3000 yards of caliche from the caliche pit in Precinct 3 to El Paso Road in Precinct 4, to be  
delivered on or before May 1, 2016, as per Bid recorded below.**

THE STATE OF TEXAS

IN THE COMMISSIONERS' COURT

COUNTY OF HOCKLEY

OF HOCKLEY COUNTY, TEXAS

**NOTICE TO BIDDERS**

Notice is hereby given that the Commissioners' Court of Hockley County, Texas, will receive sealed bids, in the office of the County Judge located at 802 Houston St., Ste. 101, Levelland, Texas, until 10:00 A.M., Monday, March 28, 2016, for the following described:

Hauling of approx. 3000 yards of caliche from Precinct 3 pit to El Paso Road in Precinct 4, hauler must have a minimum of four trucks hauling at the same time and have caliche delivered on or before May 1, 2016.

The Commissioners' Court of Hockley County, Texas, reserves the right to reject any or all bids.

The required bid forms and specifications for said pickup is available at the office of the County Judge, between 9:00 A. M., and 5:00 P. M., Monday through Friday.

Given under my hand and seal of said Court, this the 7<sup>TH</sup> day of March, 2016.



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

**Motion by Commissioner Thrash, seconded by Commissioner Barnett,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2016 Joint Election  
Agreements from City of Sundown and Sundown Independent School District, City of Levelland,  
Levelland Independent School District and South Plains College, as per Agreements recorded  
below.**

2016 JOINT ELECTION AGREEMENT

Between the County of Hockley, City of Sundown and Sundown Independent School District,

AND

ELECTION SERVICES CONTRACT

Between the County Election Administrator  
And the Political Subdivisions Listed Above Respectively

---

- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS The City of Sundown, Texas ("City"), and the Sundown Independent School District ("SISD") shall hold their respective general elections on Saturday, May 7, 2016.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Saturday, May 7, 2016 for the conduct and supervision thereof; and
- WHEREAS the City and SISD (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and
- WHEREAS the City and SISD find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the City of Sundown and SISD and will facilitate the orderly conduct of the elections; and
- THEREFORE, the County, city and SISD agree as follows:

The Hockley County Voter Registration/Elections Department (VR/ED), under the direction of the Joint Election Administrator, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this Agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date. Joint elections to be held May 7, 2016 unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED there will be no administrative fee. Once the cancellation of the election is formally approved by the respective governing body, the

political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.

2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them transported*) to and from the early voting location(s) and the Election Day polling place(s).
3. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. This includes the use of a single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities, **THE LIST MAY BE DELIVERED BY ELECTRONIC MAIL.** Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

4. Election Notices and other Pre-Election Matters.
  - a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
  - b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ (if any DOJ approval is required) approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.
5. Election Judges, Clerks, and other Election Information.
  - a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding



judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.

- b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
  - c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
  - d. Each election judge will receive \$10 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Court House on Election Night.
6. Early Voting.
- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election
  - b. The joint early voting will be conducted at the early voting poll place of the City of Sundown/SISD and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
  - c. The Early Voting Clerk may appoint up to FOUR (4) additional clerks for early voting by personal appearance.
  - d. Early voting will be conducted at the following location:
    - Location: Sundown City Hall
    - 809 S Slaughter Ave
    - Sundown, Texas
  - e.
    - Dates: April 25<sup>th</sup> – May 3<sup>rd</sup>, 2016, Monday-Friday
    - Hours: 8:00 am- 5:00 pm
    - EXCEPTION: There will be two twelve hour days during voting:  
Monday, April 25<sup>th</sup> and Monday, May 2<sup>nd</sup>  
Early Voting Hours are 7:00 am- 7:00 pm.
  - f. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the City in even numbered years and by the SISD in odd numbered years. The presiding judge is responsible for appointing EVBB clerks and for their eligibility. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
  - g. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours.

7. Election Day.

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

8. Return of Elections.

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this Agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via a "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Courthouse located at 802 Houston St., Levelland, Texas
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse, 1<sup>st</sup> floor to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on May 16, 2016.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post- election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.

- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of Texas Election Code.

NEW LAW- Effective September 1, 2011, House Bill 2817 (82 (R) Legislative Session) amends the preservation period to provide that the new preservation period for non-federal elections is six months after Election Day.

- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act request, the VR/ED will maintain the records until final resolution or until final judgment whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

10. Election Expenses.

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share the cost of all election personnel (excluding the Contracting Officer). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with the delivery of equipment and supplies and election workers at the central counting station, etc. On Election Day, only the political subdivisions sharing the polling location will equally share the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the VR/ED (shall be monitored and authorized by the Joint Election Administrator) beginning the Friday immediately before early voting begins and concluding the Friday following election day, due to the complexity of the elections, will be paid at one and one half (1 ½) times his/her regular rate and will be a shared cost by all participating authorities.
- d. The participating authorities mutually agree to provide the County-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES & S Model 100 Precinct Scanner. One accessible voting system, the ES&S will be provided at each poll location. Early voting equipment will be shared by participating entities.
- e. The participating authorities each agree to pay Hockley County within thirty (30) days of receipt of the invoice.

11. Waiver of Damages.

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint elections present

logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials signed herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials signed herein, or any of their employees, or agents for damages of any kind related to the election including but not limited to damages incurred for having to conduct a second election as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its respective election and if, the County and/or the elected officials signed herein or any of their employees or agents is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials signed herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract.

SIGNED AND ENTERED into this joint agreement the 24<sup>th</sup> day of July, 2016 in duplicate originals.

Larry Sprowls  
HOCKLEY COUNTY

Larry Sprowls, *County Judge*

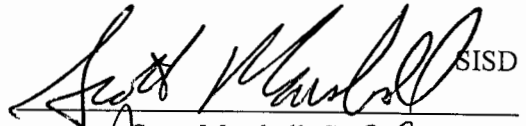
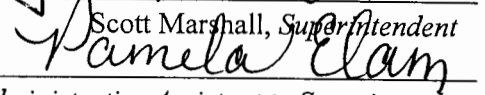
Cheryl Smart  
Cheryl Smart, *Election Administrator*

Curtis Schrader  
THE CITY OF SUNDOWN

Curtis Schrader, *City Administrator*

Shirley Dockery  
Shirley Dockery, *City Secretary*



 SISD  
Scott Marshall, Superintendent  


Pamela Elam, *Administrative Assistant to Superintendent*

*Note: the signature page has been modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies for a total of two original contracts signed in duplicate.*

2016 JOINT ELECTION AGREEMENT

Between the County of Hockley, City of Levelland, Levelland Independent School District, and South Plains College

AND

ELECTION SERVICES CONTRACT

Between the County Joint Election Administrator  
And the Political Subdivisions Listed Above Respectively

---

- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS The City of Levelland, Texas ("City"), the Levelland Independent School District ("LISD"), and South Plains College ("College") shall hold their respective general elections on Saturday, May 7, 2016.
- WHEREAS The County Joint Election Administrator, Cheryl Smart, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Saturday, May 7, 2016 for the conduct and supervision of; and
- WHEREAS the City, LISD, and College (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and
- WHEREAS the City, LISD, and College find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the City of Levelland, LISD, and the College and will facilitate the orderly conduct of the elections; and
- THEREFORE, the County, city, LISD, and College agree as follows:

The Hockley County Voter Registration/Elections Department (VR/ED), under the direction of the Joint Election Administrator, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Hockley County for, elections supplies, services and administrative costs as outlined in this agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date. Joint elections shall be held May 7, 2016 unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the VR/ED shall be entitled to receive an administrative fee of \$75.00 [Section 31.100(d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day.
2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them*

*transported*) to and from the early voting location(s) and the Election Day polling place(s).

3. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. Each entity shall use a single ballot specific to the entity containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

4. Election Notices and other Pre-Election Matters.
  - a. Each authority will post their respective election orders and public elections notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.
  - b. The VR/ED will select and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, Court and DOJ approved voting locations for the participating authorities. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.
5. Election Judges, Clerks, and other Election Information.
  - a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify each participating authority affected by the change.
  - b. The VR/ED will take necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
  - c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.

- d. Each election judge will receive \$10 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Court House on Election Night. Election judges and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the City of Levelland/LISD/College and at minimum, will be the hours that the early voting clerk regularly conducts early voting, and if applicable, will be extended to include any extended or weekend hours.
- c. The Early Voting Clerk may appoint up to eight (8) additional clerks for early voting by personal appearance.
- d. Early voting will be conducted at the following location:
  - Location: Levelland City Hall  
1709 A venue H  
Levelland, Texas
  - Dates: April 25th-May 3rd, 2016, Monday-Friday
  - Hours: 8:00am-5:00pm
  - EXCEPTION: There will be two twelve hour days during voting:  
Tuesday, April 25th and Wednesday, April 26<sup>th</sup>  
Early Voting Hours are 7:00am-7:00pm.
- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for their eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

7. Election Day.

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

8. Return of Elections.

- a. The VR/ED is responsible for establishing and operating the central counting station in accordance with the provisions of the Texas Election Code and this agreement.
- b. On election night as ballots arrive for processing, the VR/ED will provide timely reports of election results as soon as the returns are processed and the initial reconciliation is completed. The VR/ED is responsible for releasing totals, reflecting precinct returns via a "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media and general public by distribution of hard copies and/or electronic transmittals. Hockley County will operate an election results center to release election results in the Hockley County Courthouse located at 802 Houston St., Levelland, Texas.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse, 1<sup>st</sup> floor to accommodate one representative from each participating entity to observe the election results center



operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.

- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on May 16, 2016.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions.
- g. The VR/ED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

#### 9. Records of the Election.

- a. The Contracting Officer (Joint Election Administrator) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, campaign finance reports, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the VR/ED Joint Election Administrator, and pursuant to the applicable records retention schedule adopted/accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of Texas Election Code.

NEW LAW- Effective September 1, 2011, House Bill 2817 (82 (R) Legislative Session) amends the preservation period to provide that the new preservation period for non-federal elections is six months after Election Day.
- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the VR/ED will maintain the records until final resolution or until final judgment whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

#### 10. Election Expenses

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs.
- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.

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The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract.

SIGNED AND ENTERED into this joint agreement the \_\_\_\_ day of \_\_\_\_\_, 2016 in duplicate originals.

HOCKLEY COUNTY

\_\_\_\_\_  
Larry Sprowls, *County Judge*

\_\_\_\_\_  
Cheryl Smart, *Joint Election Administrator*

THE CITY OF LEVELLAND

\_\_\_\_\_  
Barbra Pinner, *Mayor*

\_\_\_\_\_  
Beth A Walls, *City Secretary*

LISD

\_\_\_\_\_  
Jeffrey L. Northern, *Superintendent of Schools*

\_\_\_\_\_  
Nick Williams, *Business Manager*

SOUTH PLAINS COLLEGE

\_\_\_\_\_  
Dr. Kelvin Sharp, *President*

\_\_\_\_\_  
Ronnie Watkins, *Dean of Administrative Services*

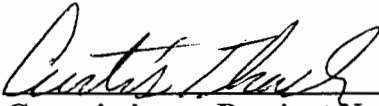
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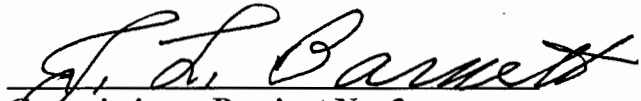
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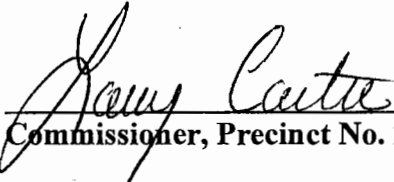



There being no further business to come before the Court, the Judge declared  
Court adjourned, subject to call.


The foregoing Minutes of a Commissioners' Court meeting held on the 7<sup>th</sup>  
day of March, A. D. 2016, was examined by me and approved.


  
\_\_\_\_\_  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
Commissioner Precinct No. 3

  
\_\_\_\_\_  
Commissioner, Precinct No. 2

  
\_\_\_\_\_  
Commissioner Precinct No. 4

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
IRENE GUMULA, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas