#### 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 27th day of March, 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 a Regular Meeting of the Commissioners' Court held Monday, March 6, 2017
- 2. Read for approval all monthly bills and claims submitted to the court and dated through March 27, 2017.
- 3. Consider and take necessary action to nunc pro tune item 11 of the Regular Meeting of the Commissioners' Court dated March 6, 2017 to read as follows: Consider and take necessary action to advertise for bids for hauling 3000 yards of caliche from the pit in Precinct 3 to Alamo Road and 1500 yards to Colorado Road in Precinct 4.
- 4. Consider and take necessary action to review and approve the depository bid contract for Hockley County funds for a 2 or 4 year period.
- 5. Consider and take necessary action to approve the 10 feet wide Utility Easement with Levelland ISD in Labor 5, League 29, Hood County School Land.
- 6. Consider and take necessary action to review and approve the 2017 Joint Election Agreement and the Election Services Contract between Hockley County and Ropesville Independent School District.
- 7. Consider and take necessary action to review and approve the 2017 Interlocal Agreement between Hockley County and the City of Ropesville concerning right to proceeds from re-sale of trust properties within the City of Ropesville.
- 8. Consider and take necessary action to approve the Official Bond of Nina Perez.
- 9. Consider and take necessary action to approve a Tax Deed for 712 Bradley St., (vacant lot on the North side of Bradley St.), Anton, Texas; for 726 Bradley St., (vacant lot on the North side of Bradley St.), Anton, Texas.
- 10. Consider and take necessary action to award bid to haul 3000 yards of caliche from the pit in Precinct 3 to Alamo Road and 100 yards to Colorado Road in Precinct 4.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: Sharla Baldridge, 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 24th day of March, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

VOL.

Dated this 24rd day of March, 2017.

I\_\_\_o'clock\_\_I

MAR 24'12

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

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County Clean Housey C

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

## SPECIAL MEETING MARCH 27<sup>TH</sup>, 2017

Be it remembered that on this the 27<sup>th</sup> day of March 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:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of Regular meeting of the Commissioners' Court, held on the 6<sup>th</sup> day of March, A.D. 2017, 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 27th, A. D. 2017, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the nunc pro tunc item 11 of the Regular Meeting of the Commissioners' Court dated March 6, 2017 to read as follows: Consider and take necessary action to advertise for bids for hauling 3000 yards of caliche from the pit in Precinct 3 to Alamo Road and 1500 yards to Colorado Road in Precinct 4, as per Nunc Pro Tunc Agenda item #3 recorded below.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Vote Yes, 0 Votes No, that Commissioners' Court review and approve the depository bid contract for Hockley County funds for a 4 years period, as per Hockley County Depository Bid recorded below.



March 23, 2017

Hockley County 802 Houston Street, Suite 101 Levelland, TX 79336

Re: Hockley County Depository Bid

Dear Honorable Judge Sharla Baldrige,

AimBank is pleased to offer our services for the depository relationship of Hockley County.

AimBank is rated a four star bank by bankrate.com which indicates a sound financial institution. We currently have over \$80 million in capital surplus and undivided profits.

The bank will pledge securities and/or a FHLB letter of credit for total deposits.

The bank will provide the County with competitive rates in our interest-bearing accounts and Certificates of Deposits. Our rates will provide the County with flexibility because we will have a minimum rate of 1.0% on all of the County demand deposits.

Our employees understand the importance of superior customer service and the County will receive our utmost attention to all of your banking needs.

We are offering our bank services at virtually no cost to the County other than the cost of the checks.

The will offer ACH originations, wire transfers, and online banking services free of charge.

The officers of AimBank have decades of combined service in banking in Hockley County. Chad Alexander will be the primary contact with Kathy Stewart as the secondary contact. Of course any of AimBank Levelland staff can help you if either of these two are unavailable including Juneta Mitchell and Kelli Martin.

AimBank is pleased to have the opportunity to serve the citizens in Hockley County by offering our depository services to the County.

Please advise if there are questions.

Sincerely,

Chad Alexander

Executive Vice President - Levelland Market President

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# CAIMBANK STATEMENT

Littlefield Main

337 Phelps Avenue 806.385.4441 Lubbock Mortgage 6102 Chicago Ave. Ste. 400 806.392.9913

#### STATEMENT OF CONDITION

Cash and Da	ue From Banks		\$3	32,352,472.12	
Federal Fun	ds Sold				
U.S. Securit				95,259,752.34	
Other Bonds				22,570,844.45	
Loans and D	Discounts Less Re		•	55,115,009.71	
Fixed Assets				17,658,085.83	
Other Assets	_		•	20,218,258.71	
Other Asset			•	43,174,423.16	
	101AL		ФО-	+3,174,423.10	
LIABILIT	TIES & CAPI	ΓAL			
Deposits			\$7	50,498,262.79	
Other Liabili	ties	·	\$	11,467,938.91	
			\$978,760.00		
Surplus			<b>\$</b>	,	
FASB 115 U					
Undivided P	Profits and Contino	ency Reserve	\$	32 591 216 38	
	<b>#</b> 0#41		٠.	43.174.423.16	
	101AL		only if all "available for sale securities"	, , , , , , , , , , , , , , , , , , , ,	
ene S. 14th Street	Littlefield Lowes 102 E.Waylan Jennings Blvd.	Lubbock Slide 3004 Slide Road	Pampa 1224 N. Hobart Street	Tyler Mortgage	
733.9100	806.385.4441	806.771.2265	806.665.0022	903.509.0900	
		Miami	Plains	Wolfforth	
arillo	Lubbock Frankford				
Times Square Blvd. Ste. 120	Lubbock Frankford 5801 64th Street 806.687.6811	100 S. Main 806.868.2771	1303 Cowboy Way 806.456.2012	702 Danald Preston E 806.687.2462	
arillo Times Square Blvd. Ste. 120 513.6750 elland College Avenue	5801 64th Street			702 Donald Preston D 806.687.2462 Operations De	

DIRECTORS			11 在基金工业中国政治协会			
Scott Wade	Jay H. Lee	Buford Duff	Jonathan Hill	Chad Alexander	Paula Bell*	*Advisory
Kenny Willmon	Juneta Mitchell	Jeremy Ferreli	Chris Thompson	Jeff Lashaway	Eddie Hedges	Director

7281 Tres Hermanas Blvd. 432.617.8133

Odessa

Snyder 4704 College Ave. 325.573.2265

#### BANK PROPOSAL (BID) COVER SHEET

Bank Name: AimBank

Contact Person: Chad Alexander

Type of Proposal (Bid): Respond by marking (X)

\_\_\_\_ 2 Year \_X\_4 Year \_\_\_ Both

You are encouraged to offer any alternative approaches which will further enhance our operational and financial success. Bids must be submitted on the attached Bid Worksheet.

By submitting the "Bid Proposal" the bank certifies that all rates and	l fees are to
Be firm for 30 days, and for the life of the contract if accepted.	

#### **SECTION 1:**

Interest	Bearing	Checking	Accounts.
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Variable Interest Margin - 91 Day US Treasury bill monthly average discount rate plus .30 basis points with a floor of 1.0%\*

Fixed Interest Rate - N/A \*

#### Money Market Accounts:

Variable Interest Margin - 91 Day US Treasury bill monthly average discount rate plus .30 basis points with a floor of 1.0%\*

Fixed Interest Rate - N/A \*

\*Variable Rate = 91 Day US T-Bill effective rate + Margin (Based on Basis Points)
AimBank will pay an interest rate on the County demand deposit accounts based on the 91 Day
Treasury bill monthly average discount rate plus .30 basis points with a floor of 1.0%. The rate
will be adjusted on the first business day of each month based upon the prior end of month rate
quoted at <a href="http://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield">http://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield</a>.

Example: If 91 Day US T-Bill effective rates is 1.0% and basis points are 1.0, then the variable rate is 2.0%

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			***************************************		
			NAME OF THE OWN PARTY.		
				······································	
		•			

Certificates of Deposit – Variable Interest Rate
91 Day US T-Bill effective rate (as determined by latest T-Bill Auction)

AimBank will pay an interest rate on the County time deposit accounts based on the 91 Day Treasury bill monthly average discount rate plus .30 basis points with a floor of 1.0%. Rates will be set at time of purchase and/or renewal and will not change during the term of the C.D. and will be based upon the prior end of month rate quoted at <a href="http://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield">http://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield</a>.

		less than \$100,000	more than \$100,000
1.	Maturity 7-29 days	+ N/A basis points	+ N/A basis points
2.	Maturity 30-59 days	+ N/A basis points	+ N/A basis points
, <b>3.</b>	Maturity 60-89 days	+ N/A basis points	+ N/A basis points
4.	Maturity 90-179 days	+ N/A basis points	+ N/A basis points
5.	Maturity 180 days- less than one year	+ N/A basis points	+ N/A basis points

#### Certificates of Deposit - Fixed Interest Rate

1.	Maturity 7-29 days	. N/A	<u>%</u>
2.	Maturity 30-59 days	. N/A	<u>%</u>
3.	Maturity 60-89 days	. N/A	%
4.	Maturity 90-179 days	. N/A	%
5.	Maturity 180 days Less than one year	. N/A	%

Comments		
Night Depository Services, Including Bags and Keys.	\$0	
Night Danceitory Sarvices Including		
Comments		
Sheriffs Office Checking Accounts	\$ 5	
County Attorney Checking Accounts	\$ 6	
District Clerk Checking Accounts	\$ 0	
Tax Office Checking Accounts	\$ 6	
Treasurer's Office Checking Accounts	\$ 0	
As Required by The County	ΝO	
Endorsement Stamps	Of Fee	
Deposit Books and	Amount	
3. Furnish Deposit Slips,	Dollar	
Comments		
Sheriffs Office Checking Accounts	Bank Cost	
County Attorney Checking Accounts	Bank Cost Bank Cost	
District Clerk Checking Accounts		
Tax Office Checking Accounts	Benk Cost	
Treasurer's Office Checking Accounts	Bank Cost	
Checks as Required by The County	Of Fee	
2. Printing and Furnishing	Amount	
	Dollar	
Comments		
Sheriffs Office Checking Accounts	\$ 6	
County Attorney Checking Accounts	\$ 6	
District Clerk Checking Accounts	\$0	
Tax Office Checking Accounts	\$0	
Treasurer's Office Certificate of Deposits	\$ 0	
Treasurer's Office Money Market Accts.	\$0-	
Treasurer's Office Checking Accounts	30	
Hockley County Accounts:	Of Fee	
Service Charge on following	Amount	
•	Dollar	
CITOTA DERVICES		

Furnish Safe Deposit  Boxes of Adequate Size	1.0
And Number.	\$0
Comments	
	Dollar
	Amount
E-din in oi	Of Fee
Furnish Bank Money Orders	<u> </u>
Comments	
Coin Counting and	
Wrapping Of Change.	\$6
Stop Payments Issued/	
Manual & Automated	10
Overdrawn Accounts.	
Treasurer's Office Checking Accounts	\$ <del>0</del>
Tax Office Checking Accounts	\$4
County Clerk Checking Accounts	\$ 6-
District Clerk Checking Accounts	\$ 8-
County Attorney Checking Accounts	\$ 0
Sheriffs Office Checking Accounts	\$6
Comments No charges for overdrafts	provided the
County naintains an overall posit	ve balance in
combined accounts.	Dollar
	Amount
	Of Fee
). Furnish Bank By Mail	,
Postage And Envelopes.	\$ 0
l. Printing and Furnishing Two (2)	
Page Laser Checks For	
Clearing and Payroll	
Interest Bearing Accounts.	Bank Cos
Comments	L
	-
2. Printing and Furnishing Two (2) Page	
Laser Checks For Following	
Hockley Co. Offices when applicable:	<b></b>
Tax Account	Bank Cos

	County Attorney Processing	Bank lost	•
		Dollar	
		Amount	
13	. Providing VISA and/or N//+	Of Fee	
•	MASTERCARD Services.	<u> </u>	
14	. Check Images (printed 2 to a page,		
	Front and back) Provided with	10	
	All Bank Statements.	\$0	
15	. Sequential Check Order Of	4 4	
	Check Images in Bank Statements.	. 7 6	_
16	. Computer Telecommunications Link		·
	From which Hockley Co. Accounts		•
	Will Be Monitored Only By		and the second s
	Authorized Officials.	\$ 0	
17	. Wire Transfers: Incoming	<del>\$ 0</del>	·
	Outgoing	\$ <del>U</del>	
	Repetitive	\$ 0	
	Non-Repetitive	<b>3+</b>	
	E-Mail Confirmation	\$ +	
	To Recipient and Sender	\$0	•
	Comments Email Confirmation Only	to sender	_ _` _
18	. ACH Service Transfers:		•
	Outgoing-Bank Initiated	\$0	
	Computerized	\$ 6	
	E-Mail Confirmation	\$ 0-	
	To Recipient and Sender	\$ 0	•
	Comments The authorized employee transfer receives online confirmat	originating the	<u>A</u> CH
	transfer receives online confirmat	ion and the Co	enty
	Can designate employees to rec	cire confirmation	m after it has been
19	. Account Balance and	`	processea.
	Activity Inquiries by The		
	County Treasurer, Auditor	40	
	And Officials In County Offices	76-	·
20	D. Rate of Interest At Which		
	Your Bank Will Loan	WSJ Prime	(subject to normal
	Funds to Hockley County	+ 0%	(Subject to normal under writing guide lines)
21	. In-House Account Transfers:	<del></del> ا	•
	Repetitive:	40	
	Non-Repetitive		•

•	\$ <del>0</del>
Computerized	\$0
E-Mail Confirmation	s # <del>•</del>
. 11	
	Dollar
22. Confirmation Request From	Amount
Accountant with Regards To Acco	ount Of Fee
<b>Balances as of Audit Date</b>	40
23. Monthly Pledge Report	
<b>Showing Account Balances and</b>	4 0
Amount of Pledged Securities	7 0
24. Return Items (must go through 2 t	times)
for ALL County Accounts	P <del>V</del>
Comments	
· · · · · · · · · · · · · · · · · · ·	
· ·	
25. Furnish Check Binders	
As required by the County	7 6
Comments	
<del>-</del>	•
26. Provide Merchant Capture Scann	OPPO .
As Required by County	ers A
Comments Comments	40
Comments	
27. Provide Credit Card Swipe Machi	ines
As Required by County	\$ ₽-
Comments	
28. Zero Balance Accounts	\$ 0-
29. Positive Pay	
Comments The bank curre	ntly does not offer
positive pay	
30. Additional Services and Charges	• • • •
Are there any additional charges for requ	uested collection, disbursement, in
miscellaneous services not previously co	
fees per unit.	
Service:	Fees per Unit:
-	
	,

12

References:

List two (2) references for whom bidder has supplied similar services and/or suppli Other governmental units are preferred.

Contact Person

Phone #

City of

Rich Osburn

806-894-0113

SPCAA

Bill Powell

806-894-6104

#### **SECTION 3\*\*\*\*\*VALIDATION**

Bank understands the Conditions, Specifications, and Texas Civil Statutes the holding of County Funds as a Depository Bank and will adhere strictly

#### BANK MUST COMPLETE THE FOLLOWING

#### INFORMATION TO VALIDATE THE BID.

The undersigned affirms that they are duly authorized to execute this that this Bank has not prepared this bid in collusion with any other bi the contents of this bid as to fees, Interest rates, terms or conditions of not been communicated by the undersigned, nor by any employee or  $\epsilon$ . other bidder or to any other person(s) engaged in this type of business official opening of this bid.

Name and address of Bidder:	All unsigned Bids will be disqui
Aim Bank	Signature: Cul alus
110 College Ave	Name: Chad Alexander
Levelland Th 79736	Title: EVP-Levelland Market President
	Telephone Number: 806 - 894 - 2265
	Fax Number: 806-894-3629

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Vote Yes, 0 Votes No, that Commissioners' Court approve the 10 foot wide Utility Easement with Levelland ISD in Labor 5, League 29, Hood County School Land, as per Utility Easement recorded below.

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### UTILITY EASEMENT

THE STATE OF TEXAS

\$ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOCKLEY

\$

WHEREAS, Levelland Independent School District is the owner of the property more particularly described below ("LISD Land"):

A 7.00 acre tract of land out of a tract described in Volume 125, Page 470 of the Deed Records of Hockley County, Texas, located in the Southwest Quarter of Fractional Labor 5, League 29, Hood County, School Lands, Hockley County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the intersection of the North line of a 30 foot right-of-way dedication and the East line of a 20 foot right-of-way dedication described in Volume 27, Page 578 of the Deed Records of Hockley County, Texas, for the Southwest corner of this tract which bears N. 00°21'25" E. a distance of 30.00 feet and S. 89°13' E. a distance of 20.00 feet from a 1/2" iron rod found at the Southwest corner of Fractional Labor 5, League 29, Hood County, School Lands, Hockley County, Texas;

THENCE N. 00°21'25" E. along said East right-of-way line, a distance of 445.66 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

THENCE S. 89°13' E. a distance of 684.22 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract;

THENCE S. 00°21'25" W. a distance of 445.66 feet to a 1/2" iron rod with cap set in said North right-of-way line, for the Southeast corner of this tract;

THENCE N. 89°13' W., along said North right-of-way line, a distance of 684.22 feet to the Point of Beginning.

WHEREAS, Hockley County, Texas, owns a portion of the West 21.6 acres of Fractional Labor No. Five in League Twenty-nine of the Hood County School Land, Hockley County, Texas, which is situated directly North of the LISD Property (the "Hockley County Land");

WHEREAS, there is an existing water line approximately six inches in diameter situated in the Hockley County Land as shown on the sketch attached hereto and made a part hereof for all purposes (the "Existing Water Line");

WHEREAS, Levelland Independent School District wishes to tie-in to the Existing Water Line to provide water to the LISD Land and Hockley County agrees to provide access to such Existing Water Line;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Hockley County, Texas, Grantor, does hereby grant, sell and convey unto the Levelland Independent School District, whose mailing address is 704 11th Street, Levelland, Texas 79336, a permanent and perpetual ten foot wide right of way easement for the erection, construction, operation, maintenance, repair, removal and replacement of a water line and all appurtenances thereto in, on, along and across the Hockley County Land along such route as more particularly reflected on the sketch attached hereto as Exhibit A, which is made a part hereof for all purposes, running roughly from the existing water line, West to a point then South parallel with Black Gold Road to a point in the Northern line of the LISD Property (the "Easement Tract").

Grantee and Grantee's assigns, shall have the right of access, ingress to and egress from the Hockley County Land for the purposes stated herein. Grantor, its successors and assigns, will not erect or construct any improvements on the Easement Tract so as to interfere with the intended use thereof by Grantee.

TO HAVE AND TO HOLD the Easement Tract and all rights appurtenant thereto in perpetuity unto the Levelland Independent School District, its successors and assigns forever, and Grantor does hereby warrant the title to the Easement Tract.

EXECUTED this 27th day of \_\_\_\_\_

\_\_, 2017.

HOCKLEY COUNTY, TEXAS

Sharka Raldri

(Name)

\_\_(Title)

	This instrument was acknowled	edged before me	on the $2\eta$ th day o	f Narch	<u>し</u> ,
2017,	by Shaila Baldrick	r	Hackley Could July	of Hockley	County,
Texas,	a Texas governmental agency,	on behalf of said	County.		• ,

CHRISTINA N OCHOA
My Commission Expires
May 5, 2018

Notary Public, State of Texas

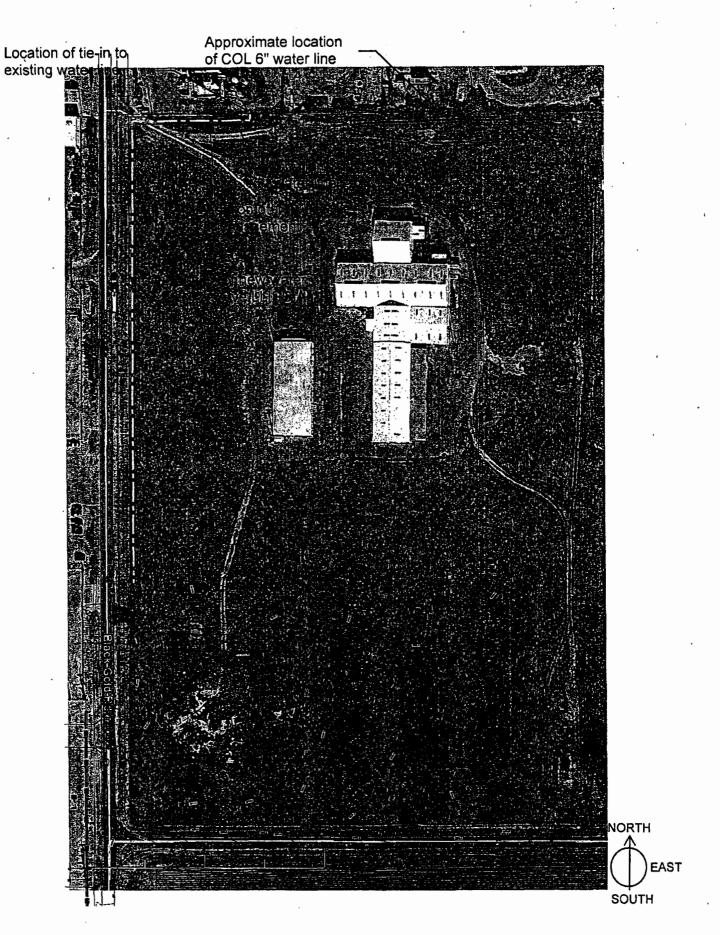
When Recorded Return To:

Levelland ISD 704 11th Street Levelland, Texas 79336

#### EXHIBIT A

# A 10-FOOT WIDE UTILITY EASEMENT IN FRACTIONAL LABOR NO. 5, LEAGUE 29, HOOD COUNTY SCHOOL LAND, HOCKLEY COUNTY, TEXAS

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VOL. 65 PAGE 054

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Vote Yes, 0 Votes No, that Commissioners' Court approve the 2017 Joint Election Agreement and the Election Services Contract between Hockley County and Ropesville Independent School District, as per 2017 Joint Election Agreement and Election Services Contract recorded below.

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#### 2017 JOINT ELECTION AGREEMENT

Between the County of Hockley and Ropesville Independent School District,

#### And

#### **ELECTION SERVICES CONTRACT**

## Between the County Joint Election Administrator And the Political Subdivision 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
- WHEREA'S Ropesville Independent School District ("RISD") shall hold their respective general election on Saturday, May 6, 2017
- 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 the Political subdivision holding their respective general election on Saturday, May 6, 2017 for the Conduct and supervision of; and
- WHEREAS RISD (also referred to as participating authority(ies)/entity(ies), joint participitants,

  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 RISD find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in RISD and will facilitate the orderly conduct of the elections; and

THEREFORE, the County and RISD 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.

 Uniform Election Date. Joint elections to be held May 6, 2017 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.

- 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. <u>Election Supplies</u>. 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 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 approve 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. <u>Election Judges, Clerks, and other Election information.</u>

- 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 appointment 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 \$8 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 will be appointed by the Early Voting Clerk to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of RISD 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: Ropesville ISD Office

304 Ranch

Ropesville, Tx

Dates: April 24<sup>th</sup>-

April 24th-May 2nd, 2017

Hours:

8:00am-4:00pm -

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by RISD. 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.
- f. The presiding election judge of the EVBB will receive \$8 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours.

#### Election Day.

 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 Annex located at 911 Austin St., Levelland, Texas.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse Annex to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via date 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 5:00pm on May 12, 2017.
- 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.

#### 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 postelection 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 accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of the 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 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.
- 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 132.032 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 mutually 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 occation, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any clain against Hockley County, the elected officials signed herein, or any of their employees, or agents for damages of any kind 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.

HOCKLEY COUNTY

Sharla Baldridge County Judge

Sharla Baldridge, County Judge

Cheryl Smart Joint Election Administrator

Joel Willinon, Ropesville ISD Superintendent

Delinda Delgado, RISD Business Manager

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Vote Yes, 0 Votes No, that Commissioners' Court approve the 2017 Interlocal Agreement between Hockley County and the City of Ropesville concerning right to proceeds from re-sale of trust properties within the City of Ropesville, as per 2017 Interlocal Agreement recorded below.

# INTERLOCAL AGREEMENT BETWEEN HOCKLEY COUNTY AND THE CITY OF ROPESVILLE

This Interlocal Agreement (this "Agreement") is made between HOCKLEY COUNTY (the "County") and CITY OF ROPESVILLE (the "City") as of the 27<sup>TH</sup> day of March, 2017.

#### 1. RECITALS

Whereas, the County and the City are authorized to enter into an interlocal agreement pursuant to Section 791.001, Texas Government Code;

Whereas, the taxing entities with tax jurisdiction in the City of Ropesville hold in trust certain properties that have passed through foreclosure for delinquent ad valorem taxes and did not sell at the courthouse;

Whereas, the County recognizes the community will be better served by assigning unto the City the County's rights to proceeds from the re-sale of trust properties within the City of Ropesville;

Whereas, the trust properties shall include and be limited to, those trust properties within the City of Ropesville's jurisdictional lines;

Whereas, the proceeds from the re-sale of such properties would best allow the City to recover its costs associated with maintaining trust properties within the City of Ropesville, and would benefit the community as a whole, to include the County;

Whereas, the County and City agree that there is a minimum bid of \$50.00 plus any deed and recording fees, for any trust property sold within the city's jurisdictional boundaries.

Whereas, the County retains its right of consent of all re-sales within the jurisdictional boundaries of the City of Ropesville.

#### 2. AGREEMENT

**NOW, THEREFORE**, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree that the City of Ropesville shall receive all of the County's proceeds from a resale of trust property within the City of Ropesville and its jurisdictional boundaries during the City's capacity as trustee for the benefit of the County from tax foreclosure to re-sale.

The County and the City agree that there is a minimum bid requirement of at least \$50.00 for the bid plus any additional deed and recording fees, for any trust property sold within the City's jurisdictional boundaries.

The County does not accept any responsibility or liability for the demolition, clean-up or disposal of any structure on said Trust Property.

The County retains its right of consent of all re-sales within the jurisdictional boundaries of the City.

This agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings, whether written or oral, with regards to the resale of trust property between the City and the County.

#### 3. TERMINATION

Either the County or the City may terminate this Agreement at its sole discretion with 30 days written notice to the other party.

#### 4. NOTICES

Any notice authorized or required to be given under this Agreement shall be delivered or sent to the following addresses:

Hockley County 802 Houston St, #101 Levelland, TX 79336 City of Ropesville PO Box 96 Ropesville, TX 79358

#### 5. GOVERNING LAW

This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be enforceable in Hockley County, Texas.

#### 6. COUNTERPARTS

This Agreement is being executed in multiple counterparts, each of which shall constitute an original of which together shall constitute but one and the same instruments.

SIGNED AND APPROVED as of the date shown above.

**Hockley County** 

BY:	Sharla Baldridge,  Hockley County Judge
ATTEST: Whene Dumula. County Clerk	Date: 03-27-2017
	City of Ropesville
BY:	Mayor, City of Ropesville
ATTEST: City Secretary	Date

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Vote Yes, 0 Votes No, that Commissioners' Court approve the Official Bond of Nina Perez, as per Official Bond recorded below.

Texas



Сору

# Western Surety Company

#### OFFICIAL BOND AND OATH

THE STATE OF TEXAS County of Hockley			
KNOW ALL PERSONS BY THESE PRESENTS:		BOND No. 631	19366
That we, <u>Nina Perez</u> WESTERN SURETY COMPANY, a corporation duly	licensed to do busine	ss in the State of To	, as Principal, and exas, as Surety, are held
and bound unto <sup>1</sup> County for use & benefit o	of Justice of Pe	eace	, his successors in office,
in the sum of <sup>2</sup> Five Thousand and 00/100 for the payment of which we hereby bind ourselves and these presents.	l our heirs, executors	DOLLARS and administrators	( \$5,000.00 ), jointly and severally, by
Dated thisl6th day of	March	· · · · · · · · · · · · · · · · · · ·	, 2017.
THE CONDITION OF THE ABOVE OBLIGATION OB THE ABOVE OBJECT OB THE ABOVE	ON IS SUCH, That w	hereas, the above b , duly	ounden Principal was on  Appointed (Elected—Appointed)
a term of <u>Indefinite</u> year commencing	on the 15th da	av ofMar	ch 2017.
him by law as the aforesaid officer, and shall 4 faithfully perform the duties of offi			
then this chligation to be void, otherwise to remain in PROVIDED. HOWEVER, that regardless of the relations which has be used against this bond, the liability of the Surety of any and all claims, suits, or Anyrevision of the bond amount shall not be cumulated PROVIDED. FURTHER, that this bond may be whom this bond is playable stating that, not less than terminate as to subsequent acts of the Principal.	ability of the Surety actions under this book ve.  cancelled by the Surent thirty (30) days there	ety by sending writereafter, the Surety's	lative and the aggregate the amount stated above.  ten notice to the party to a liability hereunder shall  Principal
Form 862-A-11-2014	Page 1 of 3		THUL UUO

#### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS	
County of Hockley ss	·
Before me, Christina Ochow	on this day, personally appeared
$A \cap A = A \cap A$	wn to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he execute	d the same for the purposes and consideration therein
expressed.  Given under my hand and seal of office at	, Texas, this
17th day of March, 2017	Λ
	Chulina Ochon  Hocklag County, Texas
PRAL	Hocklay County, Texas
CHRISTINA N OCHOA	County, Texas
My Commission Expires May 5, 2018	
Name of the second	·
OATH OF OFFI	
· ·	·
I,, do s the duties of the office of	solemnly swear (or affirm) that I will faithfully execute
Texas, and will to the best of my ability preserve, protect, and def	
and of this State; and I furthermore solemnly swear (or affirm) t	
promised to pay, contributed, nor promised to contribute any mon	•
employment, as a reward for the giving or withholding a vote at a solemnly swear (or affirm) that I will not be, directly or indirectly	
County, except such contracts or claims as are expressly authorize	
as fees of office. So help me God.	
	Signed
Sworn to and subscribed before me at	, Texas, this day of
,	
SEAL	Country Towar
	County, Texas
OATH OF OFF	IOP
(General)	ICE
and will to the best of my ability preserve, protect, and defend the	, do solemnly swear (or affirm) that I will faithfully
	, of the State of Texas,
State; and I furthermore solemnly swear (or affirm) that I have n	, of the State of Texas, Constitution and laws of the United States and of this not directly nor indirectly paid, offered, or promised to
State; and I furthermore solemnly swear (or affirm) that I have repay, contributed, nor promised to contribute any money, or valuable.	, of the State of Texas, Constitution and laws of the United States and of this not directly nor indirectly paid, offered, or promised to ole thing, or promised any public office or employment,
State; and I furthermore solemnly swear (or affirm) that I have n	, of the State of Texas, Constitution and laws of the United States and of this not directly nor indirectly paid, offered, or promised to ole thing, or promised any public office or employment,
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State; and I furthermore solemnly swear (or affirm) that I have repay, contributed, nor promised to contribute any money, or valuables a reward for the giving or withholding a vote at the election at value.	, of the State of Texas, Constitution and laws of the United States and of this not directly nor indirectly paid, offered, or promised to sole thing, or promised any public office or employment, which I was elected. So help me God.  Signed
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State; and I furthermore solemnly swear (or affirm) that I have no pay, contributed, nor promised to contribute any money, or valuables a reward for the giving or withholding a vote at the election at value of the giving or withholding a vote at the election at value of the giving or withholding a vote at the election at value of the giving or withholding a vote at the election at value of the giving or withholding a vote at the election at value of the giving	, of the State of Texas, Constitution and laws of the United States and of this not directly nor indirectly paid, offered, or promised to sole thing, or promised any public office or employment, which I was elected. So help me God.  Signed
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State; and I furthermore solemnly swear (or affirm) that I have repay, contributed, nor promised to contribute any money, or valuables a reward for the giving or withholding a vote at the election at valuables.  Sworn to and subscribed before me at	, of the State of Texas, Constitution and laws of the United States and of this not directly nor indirectly paid, offered, or promised to ble thing, or promised any public office or employment, which I was elected. So help me God.  Signed, Texas, this day of

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THE STATE OF TEXAS			1 2	
County of 88	Δ	Ĕ¥	X I	
The foregoing bond of	na Perez	7 = +/0 a/ / 1 = 50 to	1000 500	as Cexas, this day
approved in open Commissioner's Court.	or	E > 4 /8/K (6) = 1,00	ounty and Space of 1	exas, this day
approved in open Commissioner's Court.	•	12/1	S. A.3 NOIS SIMILLY	
ATTEST:		Date	Ch 27	, 2017
ultene	_ Clerk	Sharfa Ka	lbidge	County Judge,
County Court Hockly	County	Heckley	0	County, Texas
County Court	County			,
O		V		
THE STATE OF TEXAS				
County of			,	
I,		, County Clerk, in and	l for said County, do	hereby certify
that the foregoing Bond dated the				
authentication, was filed for record in my office	the	day of	·	, at
oʻclockM., and duly recorded	the	day of		, at
o'clock M., in the Records of	Official Bonds	of said County in Volume		, on page
•				
WITNESS my hand and the seal of the Co	unty Court of s	aid County, at office in		
Texas, the day and year last above written.		1		,
, , , ,				Clerk
Ву	Deputy	County Court		County
ACK	NOWLEDGME	INT OF SURETY		
	(Corporate	Officer)		
CMAME OF GOVERN DARCOMA				•
STATE OF SOUTH DAKOTA				
County of Minnehaha				
:				
Before me, a Notary Public, in and for said	County and St	tate on this <u>16th</u> da	ay ofMar	ch,
2017 , personally appeared	Paul T.	Bruflat	to me known to b	e the identical
person who subscribed the name of WESTE	RN SURETY	COMPANY, Surety, to		
aforesaid officer and acknowledged to me that	he executed th	ne same as his free and v	oluntary act and de	ed, and as the
free and voluntary act and deed of such corpora				
**************	,			
M. BENT		-	<b>A</b>	
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SEAL NOTARY PUBLIC SEAL	•	m	Bont	-
SEAD SOUTH DAKOTA SEAD	,	m	. Bent	Notes Park
My Commission Expires March 2, 2		m	. Bent	Notary Public

Figure: 28 TAC ò1.601(a)(3)

#### IMPORTANT NOTICE

- 1 To obtain information or make a complaint:
- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

#### 1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077 Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

#### 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: www.tdi.texas.gov

E-Mail: ConsumerProtection@tdi.texas.gov

#### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

#### 1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077 Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

#### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: www.tdi.texas.gov

E-Mail: ConsumerProtection@tdi.texas.gov

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Motion by Commissioner Clevenger, seconded by Commissioner Thrash, 4 Vote Yes, 0 Votes No, that Commissioners' Court approve the Tax Deed for 712 Bradley St. (vacant lot on the North side of Bradley St.), Anton, Texas: for 726 Bradley St. (vacant lot on the North side of Bradley St.), Anton, Texas, as per Tax Deeds recorded below.

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

#### **TAX DEED**

STATE OF TEXAS

8

8

COUNTY OF HOCKLEY

8

WHEREAS, by an Order of Sale issued out of the court # 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled CITY OF ANTON, vs. OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of ONE HUNDRED DOLLARS AND 00/100 (\$100.00), said amount being the highest and best offer received by Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lots Nine (9) and Ten (10) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R19117)

Page 1

Approved in form by R. Douglas Jordan, PLLC Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R19117)

TO HAVE AND TO HOLD the above described property unto the named purchaser, Marcus Froese, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this day	y of	, 2017.	
		,	CITY OF ANTON
	By:		
ATTEST:			
City Secretary			
This instrument was acknowledged Mayor, on behalf of CITY OF ANT	before me on the ON in its capacity	day ofy therein stated.	, by
Notary Public, State of Texas	200000000000000000000000000000000000000		
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Page 2

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R19117)



#### HOCKLEY COUNTY

By: Sharla Boldridge
County Judge

ATTEST:

County Clerk

This instrument was acknowledged before me on the day of County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

<u>207</u>, by

Notary Public, State of Texas

CHRISTINA N OCHOA My Commission Expires May 5, 2018

Page 3

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R19117)

#### ANTON INDEPENDENT SCHOOL DISTRICT

Board President	
ATTEST:	
Board Secretary	
This instrument was acknowledged before me on theday of,, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.	
Notary Public, State of Texas	
	~~

Page 4

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R19117)

#### SOUTH PLAINS JR. COLLEGE

Chairman of Board of Regents	
ATTEST:	
Secretary	
This instrument was acknowledged before me on the day of,, by Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.	
Notary Public, State of Texas	

Page 5

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R19117)

## HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

Board President
ATTEST:
Board Secretary
This instrument was acknowledged before me on theday of,, by Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.
Notary Public, State of Texas

Page 6

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R19117)



#### Management Info:

Status:

Trust

Best Process:

Sign

Best Process Type:

Progress:

found no probate or any residence of Walter or Delia

Property Info:

City:

Anton

Cad Property Id: Site Description: 19117

CAD Value:

480.00 712 Bradley St., (vacant lot on the North side of Bradley St.) Anton, TX 79313

Owner Info:

**Hockley County in Trust** 

Previous Owners:

Walter Wilson and Delia Wilson

Address Unknown

TAX YEARS: 1995-2015

Legal Description:

Lots Nine (9) and Ten (10) in Block Three (3) of the Ed M. Hart Addition to the City of Anton,

Hockley County, Texas

Homestead:

No

Site Structure:

No

Non Affixed Material: No

Litigation Info:

Case Number:

TX16062844

Judgement Date:

06/10/2016

Sale Date:

Redemption Date:

07/05/2016 01/20/2017

Sheriff's Deed Date:

07/14/2016

286

Style Plaintiff: Style Defendant: CITY OF ANTON OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX

Sheriff's Deed Volume: Volume 1046 Page 617

Tax Due:

Court:

No

Delinquent:

Yes

Litigation:

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

#### TAX DEED

STATE OF TEXAS

§

§

COUNTY OF HOCKLEY

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX16062844 styled CITY OF ANTON, vs. OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a tax warrant rendered in said cause on the 10th day of June, 2016, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of June, 2016 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of FIFTY DOLLARS AND 00/100 (\$50.00), said amount being the highest and best offer received by Marcus Froese, 27.09 Genoa Ave., Apt. 4, Lubbock, TX 79407, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Three (3) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley County, Texas, (R12147)

Page 1

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R12147)

TO HAVE AND TO HOLD the above described property unto the named purchaser, Marcus Froese, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this day of, 2017.	
	CITY OF ANTON
Ву:	
Mayor	
ATTEST:	
City Secretary	
This instrument was acknowledged before me on the day of  Mayor, on behalf of CITY OF ANTON in its capacity therein stated.	, by
. 1 m. 1	
Notary Public, State of Texas	
·	<b>—</b>

Page 2

Approved in form by R. Douglas Jordan, PLLC Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R12147)





By: Sharla Boldridge
County Judge

ATTEST:

Unity Clerk

This instrument was acknowledged before me on the day of who your day of your

Notary Public, State of Texas



CHRISTINA N OCHOA My Commission Expires May 5, 2018

Page 3

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R12147)

#### ANTON INDEPENDENT SCHOOL DISTRICT

Board President	
ATTEST:	
Board Secretary	
This instrument was acknowledged before me on theday of,, by Board President, on behalf of ANTON INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.	
Notary Public, State of Texas	
	~

Page 4

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R12147)

#### SOUTH PLAINS JR. COLLEGE

1	Chairman of E	Board of Regents		
ATTEST:				
Secretary				
This instrument was acknowledged before Chairman of Board of Regents, on behalf stated.	re me on the	day of NS JR. COLLEGE i	,, by n its capacity therein	
Notary Public, State of Texas				
				~~~

Page 5

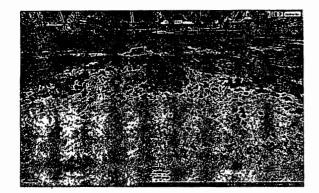
Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R12147)

## HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT

Board President	
ATTEST:	
Board Secretary	
This instrument was acknowledged before me on the day of,, by Board President, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.	
Notary Public, State of Texas	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	<b>~</b>

Page 6

Approved in form by R. Douglas Jordan, PLLC
Tax Deed: Marcus Froese, 2709 Genoa Ave., Apt. 4, Lubbock, TX 79407 (R12147)



#### Management Info:

Status:

Best Process:

Sign

Best Process Type:

Progress:

last deed recorded into Macedonia Baptist Church in 1993

#### Property Info:

City:

Anton

Cad Property Id:

12147

CAD Value:

240.00

Site Description:

726 Bradley St., (vacant lot on the North side of Bradley St.)Anton, TX 79313

Owner Info:

Hockley County in Trust

Previous Owners: Eugene Lodge Address Unknown: Macedonia Baptist Church Address Unknown; TAX YEARS: 1995-2015

Legal Description:

Lot Three (3) in Block Three (3) of the Ed M. Hart Addition to the City of Anton, Hockley

County, Texas

Homestead:

No

Site Structure:

Non Affixed Material: No

#### Litigation Info:

Case Number:

TX16062844

Judgement Date:

06/10/2016

Sale Date: Redemption Date: 07/05/2016 01/20/2017

Sheriff's Deed Date:

07/14/2016

Style Plaintiff: Style Defendant:

CITY OF ANTON OWNERS OF VARIOUS PROPERTIES WITHIN THE CITY OF ANTON, TX

Sheriff's Deed Volume: Volume 1046 Page 617

Tax Due:

No

Delinquent:

Court:

Yes

Litigation:

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Vote Yes, 0 Votes No, that Commissioners' Court award bid to Robert McHam to haul 3000 yards of caliche from the pit in Precinct 3 to Alamo Road and 1500 yards to Colorado Road in Precinct 4, as per Bid recorded below.

DATE <u>3-27-17</u>
DESCRIPTION 3000 4ds Calich Prect To Alama Rel
ITEMS:
YEARS NA
GROSS BID # 85.00 Pr. load.
DISCOUNT (If Any)
NET BID F.O.B. HOCKLEY COUNTY, TEXAS
EFFECTIVE DATE
I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.
Variances from specifications (If Any)
Signature of Authorized Representative Cody Iloren
Name of Company Robert Me Ham 171).
Traine of Company
DATE 3-27-17 Sharla Baldrida County Judge, Hockley County

DATE 03-23-2017	
DESCRIPTION TRUCKS TO HAVE CALICHE 3000 YOU	ds. / 1500 yrds.
ITEMS: Minimum 4 TRUCKS	
YEARS <del>O</del>	
GROSS BID \$29,000	2
DISCOUNT (If Any) #1,500	(122,00
NET BID F.O.B. HOCKLEY COUNTY, TEXAS # 27,500	(122,00)
EFFECTIVE DATE <u>03-27-2017</u>	V
I certify that I have read and understand the specifications and that meets all specifications unless noted otherwise and technical supporovided.	
Variances from specifications (If Any)	
. 1	<del></del>
Signature of Authorized Representative	/ 
Name of Company KH FREIGHT BROKERAGE	
DATE	COLDIAN
COUNTY JUDGE, HOCKLEY	COUNTY

DATE $\frac{3/27/1}{}$
DESCRIPTION ALAMO RD CALTCHE HAUL
ITEMS: FREIGHT 3,000 YDS
YEARS
GROSS BID \$ 14,250 (\$95/LOAD)
DISCOUNT (If Any)
NET BID F.O.B. HOCKLEY COUNTY, TEXAS \$ 14,250 (\$95)(64)
EFFECTIVE DATE 3/27/17
I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.
Variances from specifications (If Any) ASSUMES 20 m/s /LOAD; CONTRACTOR WILL HALL 100 & OF MATERIAL;
D 111
Signature of Authorized Representative
Name of Company Touy's OILFIELD SERVICES, INC
DATECOUNTY JUDGE, HOCKLEY COUNTY

DESCRIPTION COLORADO RD CALICHE HAUL  ITEMS: FREIGHT 1,500 yels CALICHE  YEARS
YEARS W/A
GROSS BID # 10,350 (# 138/20AD)
•
DISCOUNT (If Any)/A
NET BID F.O.B. HOCKLEY COUNTY, TEXAS # 10,350 (\$138/20AD)
EFFECTIVE DATE 3/27/17
I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.
Variances from specifications (If Any) ASSUMES 20mb /LOAD;  CONTRACTOR WILL HAUL 10090 OF MATERIAL;
Signature of Authorized Representative Rose Malay
Name of Company Towy's OILFIELD SERVICES, Tuc.
DATECOUNTY JUDGE, HOCKLEY COUNTY

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

The foregoin	g Minutes of a	Commissioners' Court meeting held on th	ie 24 th
March	<u>∨</u> , A.	D. 2017, was examined by me and appro-	ved.
	•		•
		(March	The foregoing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Commissioners' Court meeting held on the Marketing Minutes of a Court meeting held on the Marketing Minutes of a Court meeting held on the Marketing Minutes of a Court meeting held on the Marketing Minutes of a Court meeting held on the Marketing Minutes of a Court meeting held on the Marketing Minutes of a Court meeting held on the Marketing Minutes of the Marketing Minute

Commissioner, Precinct No. 1

Commissioner Precinct No. 3

Commissioner, Precinct No. 2

Commissioner Precinct N. 4

Surla Baldridge

County Judge

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

