

**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 18<sup>th</sup> day of September, 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 Special Meeting of the Commissioners' Court held Monday, September 11, 2017 at 10:00 a.m.
2. Read for approval all monthly bills and claims submitted to the court and dated through September 18, 2017.
3. Consider and take necessary action to approve Ad Valorem tax refunds.
4. Consider and take necessary action to approve the resale bid in the amount of \$5,000.00 to Dale Brown for Country Haven, TR 15, Acres 2.500 (6951 Elephant)
5. Consider and take necessary action to approve the resale bid in the amount of \$1,000.00 to Joe Hernandez for RSI Sundown, Block 5, Lot 13-14 (104 Third).
6. Consider and take necessary action to approve the Hardware IT Support Level I Maintenance Agreement between Hockley County and NET Data Corporation.
7. Consider and take necessary action to approve the Interlocal Contract between Hockley County and Lubbock County to provide forensic autopsy services through Lubbock County Medical Examiner's Office for fiscal year 2018.
8. Consider and take necessary action to approve the trade-in of a 2013 John Deere 770G Motor Grader and the purchase a 2018 John Deere 770G Motor Grader from the Buy Board for use in Precinct 3.

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

BY: Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 14<sup>th</sup> day of September, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 14<sup>th</sup> day of September, 2017.

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

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

SEP 14 '17

Irene Gumula  
County Clerk Hockley County, Texas

SPECIAL MEETING  
SEPTEMBER 18<sup>TH</sup>, 2017

Be it remembered that on this the 18<sup>th</sup> day of September 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 Baldrige	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 a Special meeting of the Commissioners' Court, held on the 11<sup>th</sup> day of September, A.D. 2017, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through September 18<sup>th</sup>, A. D. 2017, be approved and stand as read.

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve Ad Valorem tax refund in the amount of Two Thousand Nine Hundred Ninety One Dollars and Sixty Five Cents (\$2991.65) to Dovenmuehle Mortgage, approve tax refund in the amount of Five Hundred Ninety Dollars and Forty Seven Cents (\$590.47) to Jeremy Don and Courtney Jeffcoat, as per request of Debra Bramlett, Tax/Collector.

# 1441204730

# Application for Tax Refund of Overpayments or Erroneous Payments

HOCKLEY COUNTY

806-894-4938

Collection Office Name

Phone (area code and number)

624 AVENUE H, STE 101

LEVELLAND

TX

79336

Address

City

State

Zip Code

HOCKLEY COUNTY TAX COLLECTOR

Collecting Tax For (taxing units)

**GENERAL INSTRUCTIONS:** This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

**FILING INSTRUCTIONS:** This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

### STEP 1: Ownership Information

JOHN WUERFLEIN

847-550-7300

Name of Property Owner

Phone (area code and number)

1206 ST CHARLES STREET

ELGIN

IL

60120

Mailing Address

City

State

Zip Code

### STEP 2: Property Information

R04939

OR

Appraisal District Account Number

Tax Receipt Number

104 DETROIT AVE

LEVELLAND

TX

79336

Location (Street Address)

City

State

Zip Code

Legal Description (or attach copy of the tax bill or tax receipt)

### STEP 3: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. DOVENMUEHLE MORTGAGE	2017	07/03/17	\$ 2,991.65	\$ 2,991.65
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$
7.			\$	\$
8.			\$	\$
9.			\$	\$
10.			\$	\$

Property Owner's Reason for Refund (attach supporting documentation)

DUPLICATE PAYMENT.

STEP 4: Signature

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.

print here [Signature] Print Name

sign here [Signature] Shawneece Moore Authorized Signature

Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code §37.10.

FOR COLLECTOR USE ONLY

STEP 5: Tax Refund Determination
This tax refund is [ ] Approved [ ] Disapproved
print here [ ] Print Name and Title
sign here [ ] Authorized Officer [ ] Date
print here [ ] Print Name and Title
sign here [ ]
Comments of taxing entity on Refund Application. Over issues and/or for which governing body approval is required under Tax Code Section 31.07.
If the collector does not respond to this application by or before the 30th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 90th date after the collector denies the application.

Amount: \$2,112.74 Sequence Number: 4392741121  
 Account: 8666508038 Capture Date: 07/13/2017  
 Bank Number: 71000039 Check Number: 150221

THIS CHECK IS VOID WITHOUT A BLUE & PURPLE BACKGROUND AND A TRUE WATERMARK PATTERN IN THE PAPER - HOLD TO LIGHT TO VIEW

**DOVENMUEHLE MORTGAGE, INC**

1 Corporate Drive, Suite 360  
 Lake Zurich, IL 60047

Bank of America  
 Chicago, IL 60604

**150221**

2-3/710

CHECK NUMBER  
**150221**

CHECK DATE  
**07/03/17**

FOR PAYMENT OF TAXES

**PAY: \*\*TWO THOUSAND ONE HUNDRED TWELVE AND 74/100 DOLLARS\*\***

AMOUNT  
 \$\*\*\*\*\*2,112.74

PAY TO  
 THE ORDER  
 OF

HOCKLEY COUNTY  
 TAX COLLECTOR  
 624 AVENUE H, STE 101  
 LEVELLAND, TX

PAYEE 42219

79336

VOID AFTER 90 DAYS  
 CHECKS \$25,000 OR MORE REQUIRE TWO SIGNATURES

*William A. Myatt Jr.*  
 AUTHORIZED SIGNATURE

Disbursement Clearing Account

**#R04939**

SIGNATURE HAS A COLORED BACKGROUND  
 AUTHORIZED SIGNATURE

⑈00 150221⑈ ⑆071000039⑆ 8666508038⑈

DEPOSITED ELECTRONICALLY

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR FINANCIAL INSTITUTION USE

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND ON THE FRONT  
 AND A TRUE WATERMARK IN THE PAPER  
 HOLD TO A LIGHT TO VIEW

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
07/12/2017	950557511	72000096	Undetermined	N		COMERICA BANK
07/12/2017	375200100010113	72000096	Undetermined	N		COMERICA BANK
07/12/2017	1	71125024	Undetermined	N		TIB INDEPENDENT BANK
07/12/2017	72538110	111321063	Rtn Loc/BOFD	Y		AIMBANK
07/13/2017	004392741121	111012822	Pay Bank	N		BANK OF AMERICA, NA

THIS CHECK IS VOID WITHOUT A BLUE & PURPLE BACKGROUND AND A TRUE WATERMARK PATTERN IN THE PAPER - HOLD TO LIGHT TO VIEW

**DOVENMUEHLE MORTGAGE, INC.**  
 Corporate Drive, Suite 360  
 Lake Zurich, IL 60047

Bank of America  
 Chicago, IL 60604  
**150254**

FOR PAYMENT OF LIEN

CHECK NUMBER <b>150254</b>	CHECK DATE <b>07/03/17</b>
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PAY: **\*\*EIGHT HUNDRED SEVENTY-EIGHT AND 91/100 DOLLARS\*\***

AMOUNT <b>\$*****878.91</b>	
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PAY TO THE ORDER OF: **HOCKLEY COUNTY TAX COLLECTOR**  
 624 AVENUE H, STE 101  
 LEVELLAND, TX 79336

PAYEE 42219

VOID AFTER 90 DAYS  
 CHECKS \$25,000 OR MORE REQUIRE TWO SIGNATURES  
*William A. Myatt Jr.*  
 AUTHORIZED SIGNATURE

Disbursement Clearing Account # **RC04939**

⑈00150254⑈ ⑆071000039⑆ 8666508038⑈

DEPOSITED ELECTRONICALLY

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND ON THE FRONT AND A HOLD TO LIGHT TO VIEW  
 ENCLOSED WITH THIS CHECK  
 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR FINANCIAL INSTITUTION USE

Tag Issue Date	Note Item Date	Account Number Volume ID	Serial Number Payee Name	Amount ImgVolNo
No	No	8666508038	150254	878.91
	07/13/2017	17080250012702		2

**Motion by Commissioner Thrash, seconded by Commissioner Clevenger,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the resale bid in the  
amount of Five Thousand Dollars (\$5,000.00 ) to Dale Brown for Country Haven , TR  
15, Acres 2.500 (6951 Elephant), as per Resale Bid recorded below.**



OFFICE OF

**DEBRA C. BRAMLETT**

COUNTY TAX ASSESSOR  
HOCKLEY COUNTY  
LEVELLAND, TEXAS

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

**YVONNE GIPSON**  
CHIEF DEPUTY

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

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

September 12, 2017

To all Concerned Entities:

RE: Country Haven, Tr 15, Acres 2.500

We have received a bid in our office for the above property from Dale Brown in the amount of \$5000.00. His bid has been approved by Smyer ISD. At this time I am submitting the bid to your entity for your consideration. I am enclosing a statement of all taxes due and a copy of his bid. Once you have made your decision on this bid for Mr. Brown, please let me know of your decision, so I can notify him. Thank you for your time and consideration.

Sincerely

Debra C Bramlett  
Hockley County Tax Assessor Collector  
Enc/



# TAX STATEMENT

ACCT # R26570  
 DATE 09/12/2017  
 LH

YEAR 2016 21159



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

Property Description

COUNTRY HAVEN, TR 15, ACRES 2.500	PROP TYPE-E3E1 PCT OWNER-
LOCATION- 6951 ELEPHANT	ACRS- 2.500 TOWN-

Values

LAND- 7,500	IMP- 3,330	AG-	NON AG- 7,500	TAXBL- 10,830
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Monies

TAXING ENTITY	D/V	OTHER	TAXABLE	RATE	TAX LEVY
HOCKLEY COUNTY	0	10,830	0	.564090	.00
SOUTH PLAINS COLLEG	0	10,830	0	.400000	.00
HIGH PLAINS WTR DIS	0	10,830	0	.007500	.00
SMYER I S D	0	10,830	0	1.320000	.00

**TOTAL DUE** **\$ .00**

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

ACCT# R26570  
 YEAR 2016 21159

If Paid In	Amount
OCT	
NOV	
DEC	

BID FORM FOR RESALE OF PROPERTY

STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

8/4/17  
(DATE)

Dale & Jeanie Brown  
(NAME)

\$5,000.00  
AMT OF BID

3197 County Rd  
ADDRESS-P.O. BOX OR STREET

Lewelland, TX 79336  
CITY STATE & ZIP CODE

806-778-8690  
PHONE NUMBER

Country Haven, TR15, Acres 2.5  
LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY  
6951 Elephant Rd

LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY AND YOUR BID

Property needs 2 framed buildings removed, junk vehicles & old appliances

THANK YOU FOR YOUR BID

HOCKLEY COUNTY TAC

**Motion by Commissioner Carter, seconded by Commissioner Barnett,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the resale bid in the  
amount of One Thousand Dollars(\$1,000) to Joe Hernandez for RSI Sundown, Block 5,  
Lot 13-14 (104 Third) as per Resale Bid recorded below .**



OFFICE OF

**DEBRA C. BRAMLETT**

COUNTY TAX ASSESSOR  
HOCKLEY COUNTY  
LEVELLAND, TEXAS

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

**YVONNE GIPSON**  
CHIEF DEPUTY

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

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

September 06, 2017

To all Concerned Entities:

RE: RSI SUNDOWN, BLOCK 5, LOT 13-14 (104 THIRD)

We have received a bid in our office for the above property from Joe Hernandez in the amount of \$1,000.00. His bid has been approved by Sundown ISD. At this time I am submitting the bid to your entity for your consideration. I am enclosing a statement of all taxes due and a copy of his bid. Once you have made your decision on this bid for Mr. Hernandez please let me know of your decision, so I can notify him. Thank you for your time and consideration.

Sincerely

A handwritten signature in cursive script that reads "Debra C. Bramlett".

Debra C. Bramlett  
Hockley County Tax Assessor/Collector  
Enc/

VOL. 65 PAGE 669

BID FORM FOR RESALE OF PROPERTY

STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

8/3/17  
(DATE)

Joe P. Hernandez  
(NAME)

1,000  
AMT OF BID

PO BOX 367  
ADDRESS-P.O. BOX OR STREET

Sundown TX 79372  
CITY STATE & ZIP CODE

(806) 893-4512  
PHONE NUMBER

104 W Third St. Sundown TX 79372  
LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY

See Attached  
LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY AND YOUR BID

THANK YOU FOR YOUR BID.

HOCKLEY COUNTY TAC

# STATEMENT OF ALL TAXES DUE

ACCT # R11138  
 DATE 09/06/2017  
 LH



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

Property Description  
 RSI SUNDOWN, BLOCK 5, LOT 13-14

TOWN -SUNDOWN LOCATION- 104 THIRD ST  
 ACRES - .161

Values

LAND MKT VALUE	1,530	IMPR/PERS MKT VAL	
LAND AGR VALUE		MKT. BEFORE EXEMP	1,530
		LIMITED TXBL. VAL	
EXEMPTIONS GRANTED:		OTH SUIT NO.	09042613
<b>(REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE)</b>			

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

	LEVY	P&I	ATTY FEES	AMT DUE
TAXES 1999	126.95	284.36	61.71	473.02
TAXES 2000	92.73	196.58	43.39	332.70
TAXES 2001	84.63	169.26	38.08	291.97
TAXES 2002	95.48	179.51	55.00	329.99
TAXES 2003	96.57	169.97	53.30	319.84
TAXES 2004	62.27	102.12	32.87	197.26
TAXES 2005	25.66	39.00	12.94	77.60
TAXES 2005	31.95	48.56	16.10	96.61
TAXES 2006	47.93	67.11	23.01	138.05
TAXES 2007	46.30	59.27	21.11	126.68
TAXES 2008	44.38	51.48	19.17	115.03
TAXES 2009	47.12	49.01	19.22	115.35
TAXES 2010	34.26	31.52	13.17	78.95
TAXES 2011	35.22	28.17	12.67	76.06
TAXES 2012	34.62	23.53	11.63	69.78
TAXES 2013	35.41	19.82	11.04	66.27
TAXES 2014	35.37	15.56	10.18	61.11
TAXES 2016	.00	.00	.00	.00
	976.85	1,534.83	454.59	2,966.27
		<b>TOTAL DUE 09/2017</b>		<b>2,966.27</b>
		TOTAL DUE 10/2017		2,977.90
		TOTAL DUE 11/2017		2,989.54
		TOTAL DUE 12/2017		3,000.99

ACCT # R11138

# STATEMENT OF ALL TAXES DUE

ACCT # R11138  
DATE 09/06/2017  
LH



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

## BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
HOCKLEY COUNTY	124.69	189.36	57.42	371.47
CITY OF SUNDOWN	273.59	428.66	127.13	829.38
SUNDOWN I S D	475.26	755.23	222.43	1,452.92
SOUTH PLAINS COLLEGE	100.24	156.90	46.20	303.34
HIGH PLAINS WTR DIST	3.07	4.68	1.41	9.16

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

**Motion by Commissioner Clevenger, seconded by Commissioner Carter,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Hardware IT Support  
Level I Maintenance Agreement between Hockley County and NET Data Corporation,  
as per Agreement recorded below.**



# Hardware IT Support Level I Maintenance Agreement

This Agreement is made and entered into on this the 18th day of Sept. 2017 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Hookley County, hereinafter referred to as "Buyer", with its principal place of business in LEVELLAND, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from October 1, 2017 thru September 30, 2018 and applies to *Hardware Support Maintenance* services provided by the Seller. During the term of this contract Seller agrees to provide:

Hardware 1-800 support for the following:

- Client Access Installation, Configuration, and Troubleshooting\*
- RVI Client Installation, Configuration, and Troubleshooting\*
- NETD Online Installation, Configuration, and Troubleshooting \*
- Printer Session Configuration to the System and Troubleshooting \*
- Assist IBM CE Remotely during Hardware/Software iSeries/System i problems
- Remote System Health and Status Monitoring
- One Onsite Yearly Visit for PTFs and/or OS400 Upgrade

\*This does not cover the physical installation of PC's and/or PC operating systems.

\*\*County is responsible for the performance, storage, integrity, security of all system(s), and data backups.

2. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of \$6,000 on the first day of January of each year during the term of this contract.
3. Buyer, recognizing that other services (after-hours support, onsite with IBM CE, RVI Server upgrades, disaster recovery, hardware installation, archive appliance troubleshooting, etc.) may be needed from Seller, agrees to pay standard hourly billing rates of two hundred-fifty (250) dollars per hour and expenses, including travel, in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

By: 

Dave Graves, President

Hookley County

By: 

Member of Governing Body

**Motion by Commissioner Thrash, seconded by Commissioner Barnett,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Contract  
between Hockley County and Lubbock County to provide forensic autopsy services  
through Lubbock County Medical Examiner's Office for fiscal year 2018, as per  
Interlocal Contract recorded below.**

STATE OF TEXAS                   §     MEDICAL EXAMINER SERVICES  
  §     FISCAL YEAR 2018  
COUNTY OF LUBBOCK           §     COUNTY

This AGREEMENT is entered into by and between the County of Lubbock, Texas, (hereinafter referred to as LUBBOCK COUNTY) and HOCKLEY COUNTY (hereinafter referred to as CONTRACTING COUNTY.)

WHEREAS it is in the public's interest to investigate fully sudden and unexplained deaths occurring in CONTRACTING COUNTY, Texas; and

WHEREAS, LUBBOCK COUNTY, through its Medical Examiner's Office has personnel available with the knowledge and expertise to provide professional medical examiner services; and

WHEREAS, CONTRACTING COUNTY desires to contract with LUBBOCK COUNTY for professional medical examiner services;

NOW THEREFORE, the parties hereto agree that CONTRACTING COUNTY shall retain LUBBOCK COUNTY as an independent contractor not an employee, for professional services more particularly described as follows:

**ARTICLE I  
SERVICES TO BE PERFORMED**

LUBBOCK COUNTY, through the Lubbock County Medical Examiner's Office will:

1. Provide autopsy services in accordance with the following:
  - a. Texas Code of Criminal Procedure, §§ 49.01 and 49.25
  - b. Texas Health and Safety Code, §§ 671.011, 672.012 and Chapter 693
  - c. Occupations Code, Chapter 151 (The Medical Practice Act)
  - d. Texas Government Code, Chapter 552 (Public Information Act)
  
2. Upon request, perform autopsies in all instances required by and in a manner consistent with the Texas Code of Criminal Procedure, §§ 49.01 and 49.25. Autopsies will be performed upon request on individuals whose remains are discovered within CONTRACTING COUNTY or whose death is being investigated by a law enforcement agency with jurisdiction in CONTRACTING COUNTY. In those instances, where the circumstances of the death indicate that the death may have been caused by unlawful means the autopsy shall be performed by a board certified pathologist or a board certified pathologist shall be present to observe the autopsy.
  
3. Fully document autopsies through the use of photography, laboratory analysis of tissue and other samples deemed necessary by the board certified forensic pathologist.

4. Create a record, either electronic or printed, of the autopsy findings.
5. Allow attendance at the autopsy procedure by appropriate investigative agencies.
6. Permit appropriate investigative agencies to independently document the autopsy that they have been permitted to attend.

CONTRACTING COUNTY will:

1. Provide advance notification by either telephone or facsimile between the hours of 8:00 a.m. to 5:00 p.m. to request an autopsy. After hours, CONTRACTING COUNTY will contact the investigator on call by phone at 806-687-9434.

A description of the circumstances known regarding the death shall also be provided.

2. Provide proper written authorization by CONTRACTING COUNTY authorities to conduct the autopsy.
3. Provide medical records of the deceased, when available.
4. Provide copies of the investigation reports of the law enforcement agency involved. Such reports shall remain the property of the law enforcement agency providing same. Records maintained by the Lubbock County Medical Examiner's Office are subject to the Texas Public Information Act. Texas Government Code § 552 *et seq.*
5. Retrieve evidence upon completion of autopsy services provided by LUBBOCK COUNTY. For purposes of this Agreement, evidence shall be defined as those items discovered or produced during or as a result of the autopsy, including but not limited to projectiles, clothing, sexual assault kits, and ligatures that can be offered as proof of a crime or a tort in a court of law. Should the evidence not be picked up within thirty (30) days of completion of the autopsy, CONTRACTING COUNTY shall be notified in writing of the following retrieval options:
  - a. CONTRACTING COUNTY shall send a representative to retrieve evidence; or
  - b. CONTRACTING COUNTY shall request that LUBBOCK COUNTY ship the evidence to CONTRACTING COUNTY, either by registered mail, return receipt requested, or overnight carrier, and LUBBOCK COUNTY shall invoice CONTRACTING COUNTY for the cost of shipping, plus ten (10) percent; or
  - c. CONTRACTING COUNTY can request that LUBBOCK COUNTY destroy evidence. CONTRACTING COUNTY will send a letter to LUBBOCK COUNTY requesting and authorizing such destruction.

diligence neither LUBBOCK COUNTY nor CONTRACTING COUNTY is able, wholly or in part, to prevent or overcome. The parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county pathologists, local physicians, or other entities capable of providing services required for investigating those deaths covered by this section. CONTRACTING COUNTY will provide financial assistance in an amount to be determined by the CONTRACTING COUNTY Commissioners Court in exceptional situations of a CONTRACTING COUNTY emergency or disaster.

#### **ARTICLE V CREDENTIALING**

LUBBOCK COUNTY shall maintain at least one board certified forensic pathologist for the duration of this Agreement. All physicians hired to perform services under this Agreement will hold appropriate credentials according to the standards of practice for forensic pathology or will meet those standards within a time frame established prior to their employment. LUBBOCK COUNTY shall select and assign specific forensic pathologists to provide medical examiner services for CONTRACTING COUNTY and shall, upon request, provide current copies of all licensure, credentialing, insurance and such other relevant information for each forensic pathologist rendering services for CONTRACTING COUNTY under this Agreement to the extent such information is not privileged or confidential by law.

#### **ARTICLE VI COMPENSATION**

- A. Payment for services shall be reimbursed by CONTRACTING COUNTY in accordance with Attachment A.
- B. In addition, during the term of this Agreement, CONTRACTING COUNTY will reimburse LUBBOCK COUNTY for expenses directly related to each autopsy and as required, including but not limited to:
  - 1. Laboratory tests, including toxicology;
  - 2. Radiology, including x-rays;
  - 3. Dental examinations, including x-rays;
  - 4. Anthropology examinations, including x-rays.
- C. LUBBOCK COUNTY will invoice CONTRACTING COUNTY upon completion of an autopsy and payment from CONTRACTING COUNTY shall be remitted within 30 days of receipt of invoice. Invoices presented to CONTRACTING COUNTY for fees, evidence shipping, and travel expenses shall be paid within 30 days of receipt of invoice.
- D. LUBBOCK COUNTY will send an invoice for payment to CONTRACTING COUNTY at 802 Houston St, Suite 101 Levelland, TX 79336. CONTRACTING COUNTY will send payment to LUBBOCK COUNTY at Lubbock County Medical Examiner's Office, P.O. Box 10536, Lubbock, TX 79408.

**ARTICLE VII  
TERM AND TERMINATION**

- A. The original term of this Agreement begins October 1, 2017 and ends September 30, 2018.
- B. This Agreement may be renewed annually by mutual agreement of the parties.
- C. Upon early termination of this Agreement for any reason, LUBBOCK COUNTY shall be entitled to receive the unpaid accrued compensation on a pro rata basis as of the date of termination.

**ARTICLE VIII  
RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE IX  
NOTICE**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail. Such written notice shall be addressed as set forth below or to such other addresses as may be specified by written notice:

LUBBOCK COUNTY:            Thomas V. Head  
   Lubbock County Judge  
   P.O. Box 10536  
   Lubbock, TX 79408-3536

With a copy to:                Sridhar Natarajan, M.D., M.S.  
   Lubbock County Chief Medical Examiner  
   4434 South Loop 289  
   Lubbock, TX 79414

CONTRACTING COUNTY:    Sharla Baldrige  
   Hockley County Judge  
   802 Houston St, Suite 101  
   Levelland, TX 79336

**ARTICLE X  
GENERAL PROVISIONS**

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas; venue shall be in Lubbock County, Texas.
- B. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.
- C. Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.
- D. Any waiver of any provision of this Agreement must be in writing signed by the person against whom the waiver is asserted; the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.
- E. This Agreement and its Attachment A constitute the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing and signed by both parties.
- F. The terms of this Agreement may not be changed, modified or amended except by written agreement of CONTRACTING COUNTY and LUBBOCK COUNTY.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Signed this 25<sup>th</sup> day of Sept., 2017.

LUBBOCK COUNTY

HOCKLEY COUNTY


Tom Head  
Tom Head, County Judge

Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

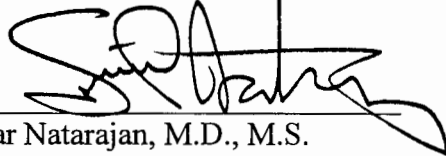
  
Kelly Pinion County Clerk

ATTEST:

  
COUNTY CLERK



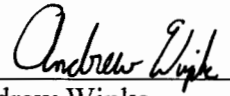
APPROVED AS TO CONTENT:

  
Sridhar Natarajan, M.D., M.S.  
Chief Medical Examiner

APPROVED AS TO CONTENT:

\_\_\_\_\_

REVIEWED FOR FORM:

  
Andrew Wipke  
Civil Division  
Criminal District Attorney's Office

REVIEWED FOR FORM:

\_\_\_\_\_

ATTACHMENT A  
FEE SCHEDULE



- I. Autopsy limited discovered remains (\$500 - \$2,000)
- Human vs Nonhuman
- Analysis limited to received remains and may require expanded analysis with possible reclassification. (The Lubbock County Medical Examiner (hereinafter "LCME") will discuss with submitting agency prior to further workup.)
- II. Autopsy External \$2,000
- Limited with acceptable medical documentation consistent with autopsy examination
  - Includes:
    - a. Basic toxicology
    - b. CD of autopsy photographs (as allowed by state law)
    - c. Fingerprints
- III. Autopsy External and specific anatomic sites as determined by LCME \$2,000 - \$3,000
- Forensic autopsy cost based and decided on extent of examination
  - Factors include extent of records and illnesses/trauma
  - Includes:
    - a. Basic toxicology
    - b. CD of autopsy photographs (as allowed by state law)
    - c. Fingerprints
- IV. Autopsy LEVEL I Case \$3,000
- Includes:
    - a. Forensic autopsy with full examination
    - b. Basic toxicology
    - c. CD of autopsy photographs (as allowed by state law)
    - d. Fingerprints
- V. Autopsy LEVEL II Case \$4,000
- Types of Level II Cases
    - a. Medical cases beyond scope of Level I
    - b. Aircraft fatalities
    - c. Other deaths that result in examination or studies beyond the scope of Level I cases
    - d. Extensive investigative review
  - Includes:
    - a. Forensic autopsy to determine cause of death (Manner to be determined by Justice of the Peace)
    - b. Basic toxicology
    - c. CD of autopsy photographs (as allowed by state law)
    - d. Fingerprints
- VI. The following types of cases are examples that could be Level I or Level II depending on circumstances and extent of autopsy findings:
- a. Homicides
  - b. Traumatic injuries
  - c. Motor vehicle
  - d. Decomposed
  - e. Child deaths
  - f. Blunt trauma, gunshot, or sharp force wounds
  - g. Circumstance and evidence collection related deaths
  - h. Asphyxial, thermal, electrical, in custody deaths, suicides, and undetermined
- VII. Additional Fees May Apply (NOT A COMPREHENSIVE LIST):  
 These services will be charged at the rates listed or at the actual cost of the services plus 10%.
- X-Rays (\$15 per digital)/In the unexpected event of loss of digital capacity and a required need for film processing, the fees will be \$75 (minimum two) and \$40 for each additional x-ray.
  - Drugs of abuse and select groups of major prescriptions and certain illicit substances.

- Solid tissue toxicology (Ex: from advanced decomposed remains) depending on required testing. Typical charges for this test is approximately \$500 for single solid organ basic toxicology testing.
- Special immuno-histochemical stains cost dependent on the test required.
- Microbiology studies such as:
  - a. Anaerobic/aerobic tissue culture
  - b. Anaerobic/aerobic blood culture
  - c. Respiratory viral tissue panel
  - d. HIV
  - e. Viral hepatitis panel
- Vitreous electrolyte studies
- Vitreous toxicology
- Neogen panel
- Special histology stains such as:
  - a. Gram stain
  - b. GMS stain
  - c. PAS stain
- Mitochondrial DNA
- Hair analysis for toxicology
- Toxicology for volatiles
- Forensic Anthropology
- Forensic Odontology
- Forensic Entomology
- Recuts of glass slides
- Shipping and handling charges
- Criminal trial preparation, travel and testimony fees - \$325 per hour. Actual reimbursement for all other associated travel expenses.
- Exhibit and photograph preparation cost estimate to be provided upon request
- Library and literature search as required - \$75 per hour.

Above are studies that are not typical. If and when they are necessary, the Justice of the Peace will be contacted with estimated costs before tests are ordered.

It is expected the remains, once the autopsy is completed, will be transferred within 48 hrs. Exceptions can be made on a case by case basis and requires approval by Chief LCME.

**Motion by Commissioner Barnett, seconded by Commissioner Carter,  
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the trade-in of a 2013 John  
Deere 770G Motor Grader and the purchase a 2018 John Deere 770G Motor Grader  
from the Buy Board for use in Precinct 3, as per Buy Board recorded below.**

**Quote Summary**

**Prepared For:**  
HOCKLEY CO PCT3  
Ste 102  
802 Houston St  
Levelland, TX 79336  
Business: 806-894-4092

**Prepared By:**  
JAKE OWENS  
Yellowhouse Machinery Co.  
3405 E Slaton Road  
Lubbock, TX 79404  
Phone: 806-763-0473  
jakeo@yellowhouse.us

5 YEAR GURANTEED BUYBACK-\$165,000  
TRAVEL TIME & MILEAGE INCLUDED  
CHROME MOLDBOARD INCLUDED

**Quote Id:** 15940395  
**Created On:** 24 August 2017  
**Last Modified On:** 11 September 2017  
**Expiration Date:** 30 November 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 770G MOTOR GRADER	\$ 242,000.00 X	1 =	\$ 242,000.00
John Deere Extended Warranty-5YEAR/6000HR FULL-8000HR PT+H	\$ 0.00 X	1 =	\$ 0.00

**Equipment Total** **\$ 242,000.00**

Trade In Summary	Qty	Each	Extended
2013 JOHN DEERE 770G MOTOR GRADER	1	\$ 155,000.00	\$ 155,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 155,000.00

**Trade In Total** **\$ 155,000.00**

Quote Summary	
Equipment Total	\$ 242,000.00
Trade In	\$ (155,000.00)
SubTotal	\$ 87,000.00
Total	\$ 87,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 87,000.00</b>

# Selling Equipment

Quote Id: 15940395

Customer: HOCKLEY CO PCT3

## JOHN DEERE 770G MOTOR GRADER

Hours:

Stock Number:

Code	Description	Qty
8460T	770G MOTOR GRADER	1
<b>Standard Options - Per Unit</b>		
170C	JDLink Ultimate Cellular - 5 Years	1
1010	Standard Antler Rack Hydraulic Controls	1
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1
1235	130 amp Alternator	1
1310	Quick Service Group	1
1410	Standard Fuel & Water Filtration	1
1610	Hydraulic Pump Disconnect	1
1840	Engine Exhaust with Chrome Stack (EPA FT4 only)	1
1920	No Blade Impact Absorption System	1
2050	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 6 In. x 5/8 In. (152 x 16mm) Cutting Edge & 5/8 in. (16mm) Hardware	1
2575	No Grade Control Base Kit Installed	1
2605	English Labels and Decals	1
2775	No Topcon Radio Installation	1
2810	Single Input Gearbox without Slip Clutch	1
4317	Firestone SGG	1
5020	Low Cab w/ Fixed Lower Front and Side Windows	1
5510	Autoshift Transmission	1
5710	Transmission Solenoid Valve Guard	1
5815	Hydrau	1
6010	Powered Cab Air Precleaner	1
6120	Standard Fabric Air Suspension Seat with Armrests and Headrest	1
6520	Base Hydraulics w/ 1 Auxiliary Function Control	1
6610	Base Hydraulics- 4 Function Controls	1
6710	Front Push Block	1
6850	No Rear Attachment	1

# Selling Equipment

Quote Id: 15940395

Customer: HOCKLEY CO PCT3

7110	Transporting Lights (4 Halogen Transport Lights)	1
7820	No Front Fenders	1
8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	1
8210	Exterior Mounted Rearview Mirrors	1
8310	Lower Front Intermittent Wiper & Washer	1
8410	AM/FM Radio with Aux and Weather Band (WB)	1
8510	Air Conditioner Refrigerant Charged	1
8730	No Sound Absorption Package	1
8820	No Rear Camera	1
9120	Front Window Movable Sun Visor	1
9130	Rear Retractable Sun Shade	1
9210	Decelerator	1
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9273	Right Side Engine Compartment Work Light	1
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1
9360	Engine Block Heater	1
9395	Adjusting Rotary Ejector Precleaner	1

### Service Agreements

John Deere Extended Warranty -  
5YEAR/6000HR FULL-8000HR PT+H

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

Curtis Thrash  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner Precinct No. 3

Ray Curtis  
Commissioner, Precinct No. 2

Tommy Lynn  
Commissioner Precinct No. 4

Shirley Baldrige  
County Judge

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

