

**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 June, 2018 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, June 11, 2018 at 10:00 a.m.
2. Read for approval all monthly bills and claims submitted to the court and dated through June 18, 2018.
3. Consider and take necessary action to approve the Continuation Certificate of Lora Dockery.
4. Consider and take necessary action to approve the Election Services Contract between the County Joint Election Administrator and Levelland Independent School District.
5. Consider and take necessary action to approve the Intergovernmental Lease Agreement Extension Amendment for Levelland DFPS (Department of Family and Protective Services) between Hockley County and State of Texas acting by and through the Health and Human Services.
6. Consider and take necessary action to approve Ad Valorem tax refunds.
7. Consider and take necessary action to approve a tax deed for 1605 Malachi, Sundown, Texas to be purchased by Jose Chavira and Lizette Chavira for the amount of \$1,000.00.

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

BY: *Sharla Baldridge*  
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 14<sup>th</sup> day of June, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

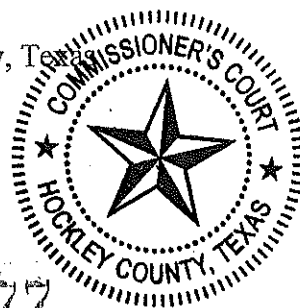
Dated this 14<sup>th</sup> day of June, 2018.

*Jennifer Palermo*  
Jennifer Palermo, County Clerk, and Ex-Officio  
Clerk of Commissioners' Court, Hockley County, Texas

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

JUN 14 2018

*Jennifer Palermo*  
County Clerk, Hockley County, Texas



SPECIAL MEETING  
JUNE 18<sup>th</sup>, 2018

Be it remembered that on this the 18<sup>th</sup> day of June A.D. 2018, 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	Absent
	Commissioner Precinct No. 4

Jennifer Palermo, 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, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on June 11<sup>th</sup>, 2018, A. D., be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through June 18<sup>th</sup>, 2018, A. D. be approved and stand as read.

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of June 2018.

**APPROVED APPLICANTS**

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Cesiah Molina	1613 Austin	Levelland	Gas	\$ 75.00
Stacy Myers	1604 Wilson	Levelland	Electric	\$ 75.00
Ivy Soliz	701 MLK, #205	Levelland	Shelter	\$ 30.00
Judy Cirilo	1309 - 10 <sup>th</sup>	Levelland	Electric	\$ 75.00
Scott Murphree	207-B Oak	Levelland	Electric	\$ 74.07

**DENIED APPLICANTS**

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

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

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Samantha Perez	1002 - 8 <sup>th</sup>	Levelland
Jeanne Gonzalez	602 West Ave.	Levelland

**PAUPER CREMATION APPROVALS**

<u>APPLICANT / DECEASED</u>	<u>PHYSICAL ADDRESS</u>	<u>CITY</u>	<u>AMOUNT</u>

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes,  
0 Votes No, that Commissioners' Court approve the Continuation Certificate of Lora Dockery as per  
Continuation Certificate recorded below.**



# Western Surety Company

## CONTINUATION CERTIFICATE

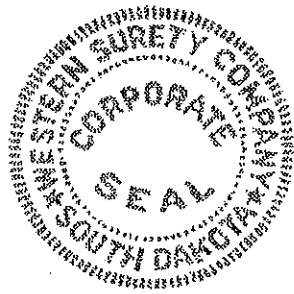
Western Surety Company hereby continues in force Bond No. 68501272 briefly described as DEPUTY TAX ASSESSOR COUNTY OF HOCKLEY for LORA DOCKERY, as Principal, in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning June 06, 2018, and ending June 06, 2019, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 31 day of January, 2018.

WESTERN SURETY COMPANY

By Paul T. Bruhat  
Paul T. Bruhat, Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY TAX ASSESSOR COUNTY OF HOCKLEY

bond with bond number 68501272

for LORA DOCKERY

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

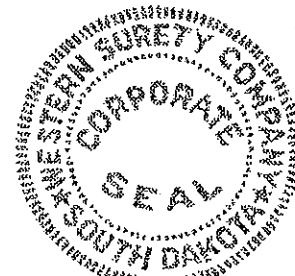
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 31 day of January, 2018.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 31 day of January, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR  
NOTARY PUBLIC  
SOUTH DAKOTA

J. Mohr  
Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sloux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY TAX ASSESSOR COUNTY OF HOCKLEY  
bond with bond number 68501272  
for LORA DOCKERY  
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

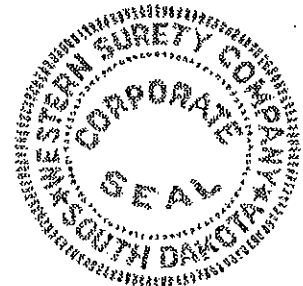
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 31 day of January, 2018.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

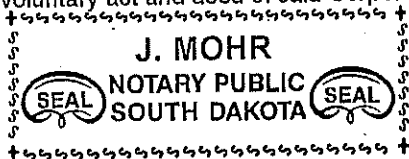
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } SS

On this 31 day of January, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr  
Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016



Figure: 28 TAC 01.601(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](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto: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](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne 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 Thrash, seconded by Commissioner Carter, 3 Votes Yes,  
0 Votes No, that Commissioners' Court approve the Election Service Contract between the County Joint  
Election Administrator and Levelland Independent School District as per Election Service Contract  
recorded below.**

ELECTION SERVICES CONTRACT

Between the County Joint Election Administrator  
And The Levelland Independent School District

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- WHEREAS The Levelland Independent School District("LISD") shall hold their Tax Ratification Election on Tuesday, August 14<sup>th</sup>, 2018.
- 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 LISD on their Tax Ratification Election on Tuesday, August 14<sup>th</sup>, 2018 for the conduct and supervision of; and
- WHEREAS LISD represents that they have adopted orders, resolutions or other official documents required by their respective governing body reciting the terms of this contract for election services; and
- WHEREAS LISD finds that this election services contract will adequately and conveniently serve all voters in LISD and will facilitate the orderly conduct of the elections; and
- THEREFORE, the VR/ED and LISD 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 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 LISD remains responsible for the lawful conduct of the irrespective election.

1. Election Date. Election shall be held August 14, 2018.
2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them transported*) to and from the early voting location(s) and the Election Day polling place(s).
3. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

LISD shall furnish to the VR/ED a list of propositions showing the order and the exact manner in which their 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. LISD authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, LISD approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses(i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure

sufficient supplies without excessive waste.

4. Election Notices and other Pre-Election Matters.

- a. LISD 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. LISD will select and the VR/ED arrange for the use of all voting locations. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority of the change.

5. Election Judges, Clerks, and other Election Information.

- a. The VR/ED will be responsible for the appointment of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the election and notify LISD of the change.
- b. The VR/ED will take necessary steps to insure that all election judges appointed for the election are eligible to serve.
- c. The presiding judge will be responsible for appointing at least two clerks but no more than the maximum prescribed limit and for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. Each election judge will receive \$10 per hour and each clerk \$8 per hour (for a maximum of 14 hours per day). The Election Judge will receive an additional \$25 for delivering election returns and supplies to the Hockley County Court House on Election Night. Election judges and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to LISD for payment within 60 days after the election.

6. Early Voting.

- a. Cheryl Smart, Joint Election Administrator for the VR/ED is hereby appointed Early Voting Clerk for the joint early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the Early Voting Clerk as needed to assist in the conduct of the election.
- b. The early voting will be conducted at the early voting poll place of LISD 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: Courthouse Annex  
Election Administrator's Office  
911 Austin Street  
Levelland, TX 79336  
Dates: July 30<sup>th</sup> – August 10<sup>th</sup>, 2018, Monday-Friday  
Hours: 9:00am-5:00pm

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED who is responsible for appointing EVBB clerks and for their eligibility. The presiding election judge of the EVBB will receive \$10 per hour and clerks will receive \$8 per hour. They will be paid for a minimum of 2 hours. EVBB judge and clerks will be paid by Hockley County and the VR/ED shall prepare and submit an invoice to the entities for payment within 60 days after the election.

7. Election Day.

- a. The VR/ED will monitor the polling location on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying voter, etc.
- b. As required by law, the VR/ED will be open on election Day and also available by phone, cellphone, 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 LISD, 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, Election Administrator's Office, located at 911 Austin Street, 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 LISD to observe the election results center operation and receive election results. Internet access via data lines will be available as well if needed. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office. A copy of that filing will be provided to the participating entities.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct/district returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct/district returns will be available by 12:00 noon on August 21<sup>st</sup>, 2018.
- f. All participating authorities will be responsible for canvassing their respective election returns.
- 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. LISD must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

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

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

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

10. Election Expenses

- a. The LISD 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 LISD 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. 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 1/2) times his/her regular rate and will be paid by LISD.
- d. The LISD agree to provide the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES & S Model 100 Precinct Scanner. One accessible voting system, the ES & S will be provided at each poll location.
- e. The LISD mutually agree to pay Hockley County within thirty (30) days of receipt of the invoice.

11. Waiver of Damages

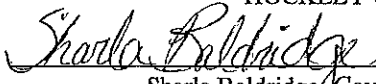
The LISD acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the VR/ED it might fail during an election or might contain errors. They also acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. Hockley County, the elected officials assigned herein, or any of their employees or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur, they will not make any claim against Hockley County, the elected officials assigned 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.

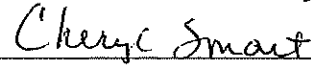
To the extent possible by law, if legal action is filed against LISD respective election and if, the county and/or the elected officials assigned here in or any of their employees or agents is named as a party to this legal action and the complaint is based solely on allegations made against that particular 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 assigned herein or any of their employees, or agents.

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

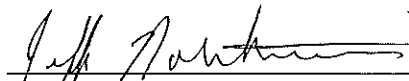
SIGNED AND ENTERED into this agreement the 14<sup>th</sup> day of June, 2018 in duplicate originals.

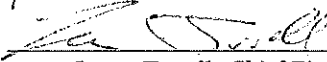
HOCKLEY COUNTY

  
Sharla Baldrige, *County Judge*

  
Cheryl Smart, *Joint Election Administrator*

LISD

  
Jeffrey L. Northern, *Superintendent of Schools*

  
Lance Terrell, *Chief Financial Officer*

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

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes,  
0 Votes No, that Commissioners' Court Tabled the Intergovernmental Lease Agreement Extension  
Amendment for Levelland DFPS (Department of Family and Protective Services) between Hockley  
County and State of Texas acting by and through the Health and Human Services Election Services.**

**Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes,  
0 Votes No, that Commissioners' Court approve the Ad Valorem tax refunds in the amount of**

**Five Hundred Fourty Dollars and Sixty Three Cents (\$540.63) to Charles & Lisa Fryar**

**approve the tax refund in the amount of Five Hundred & Three Dollars and Thirty Two Cents  
(\$503.32) to Ashley Jackson**

**approve the tax refund in the amount of Five Hundred & Thirty Five Dollars and Sixty Seven Cents  
(\$535.67) to Charles and Lisa Fryar**

**approve the tax refund in the amount of Eight Hundred & Ninety Eight Dollars and Fifty Eight Cents  
(\$898.58) to Randolph Danny & Allison**

**approve the tax refund in the amount of Eight Hundred & Eighty Four Dollars and Seventy Nine Cents  
(\$884.79) to Randolph Danny & Allison**



HOCKLEY COUNTY  
624 AVENUE H, SUITE 101  
LEVELLAND, TX 79336-3706  
(806)894-4938



AIMBANK  
LEVELLAND, TEXAS  
88-2106/1113

017874  
17874

06/09/2018

\$540.63

DATE

AMOUNT

PAY TO THE  
ORDER OF

\*\*\*\*\*540 63

DOLLARS

CENTS

CHARLES & LISA FRYAR  
2703 FALCON DR  
LEVELLAND, TX 79336

TAX ACCOUNT

AUTHORIZED SIGNATURE

⑈017874⑈ ⑆111321063⑆ ⑆659746⑈

REFUND POSTING CLERK-DB  
HOCKLEY COUNTY TAX ACCOUNT

017874

17874

CHARLES & LISA FRYAR

06/09/2018

\$540.63  
109.51  
352.00  
77.66  
1.46

01 REF R10616  
30 REF R10616  
50 REF R10616  
60 REF R10616

387  
387  
387  
387

2016054951

PRIOR YEAR REFUND  
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

*Add  
H/S for  
2014*

HOCKLEY COUNTY TAX ACCOUNT

17874

PAYMENT  
RECORD

VOL. 66 PAGE 793

HOCKLEY COUNTY  
624 AVENUE H, SUITE 101  
LEVELLAND, TX 79336-3706  
(806)894-4938



AIMBANK  
LEVELLAND, TEXAS  
88-2106/1113

017875  
17875

06/09/2018

\$503.32

DATE

AMOUNT

PAY TO THE  
ORDER OF

\*\*\*\*\*503 32

DOLLARS CENTS

ASHLEY JACKSON  
325 WALNUT ST  
LEVELLAND, TX 79336

TAX ACCOUNT

AUTHORIZED SIGNATURE



⑈017875⑈ ⑆111321063⑆ ⑆ 659746⑈

REFUND POSTING CLERK-DB  
HOCKLEY COUNTY TAX ACCOUNT

017875  
17875

ASHLEY JACKSON

06/09/2018

\$503.32  
87.85  
352.00  
62.30  
1.17

01 REF R13768  
30 REF R13768  
50 REF R13768  
60 REF R13768

387  
387  
387  
387

2016054952

PRIOR YEAR REFUND  
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

*Add H/S 2016*

HOCKLEY COUNTY TAX ACCOUNT

17875

PAYMENT  
RECORD

VOL. 66 PAGE 794

HOCKLEY COUNTY  
624 AVENUE H, SUITE 101  
LEVELLAND, TX 79336-3706  
(806)894-4938



AIMBANK  
LEVELLAND, TEXAS  
88-2106/1113

017878  
17878

06/09/2018

\$535.67

DATE

AMOUNT

PAY TO THE  
ORDER OF

\*\*\*\*\*535 67

DOLLARS CENTS

CHARLES & LISA FRYAR  
2703 FALCON DR  
LEVELLAND, TX 79336

TAX ACCOUNT

AUTHORIZED SIGNATURE



⑈017878⑈ ⑆111321063⑆ ⑆659746⑈

REFUND POSTING CLERK-DB  
HOCKLEY COUNTY TAX ACCOUNT

017878  
17878

CHARLES & LISA FRYAR

06/09/2018

\$535.67  
107.56  
347.00  
79.72  
1.39

01 REF R10616  
30 REF R10616  
50 REF R10616  
60 REF R10616

287  
287  
287  
287

2017016279

ADD H/S  
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

*Add H/S  
for 2017*

HOCKLEY COUNTY TAX ACCOUNT

17878

PAYMENT  
RECORD

HOCKLEY COUNTY  
624 AVENUE H, SUITE 101  
LEVELLAND, TX 79336-3706  
(806)894-4938



AIMBANK  
LEVELLAND, TEXAS  
88-2106/1113

017880  
17880

06/09/2018

\$898.58

DATE

AMOUNT

PAY TO THE  
ORDER OF

\*\*\*\*\*898

58

DOLLARS

CENTS

RANDOLPH DANNY & ALLISON

TAX ACCOUNT

AUTHORIZED SIGNATURE

⑈017880⑈ ⑆111321063⑆ ⑈ 659746⑈

REFUND POSTING CLERK-TB  
HOCKLEY COUNTY TAX ACCOUNT

017880

17880

RANDOLPH DANNY & ALLISON

06/09/2018

\$898.58  
596.01  
172.49  
127.85  
2.23

SSD REF R56148 2017038278  
01 REF R56148 2017038278  
50 REF R56148 2017038278  
60 REF R56148 2017038278

\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

*Add H/S for 2017*

HOCKLEY COUNTY TAX ACCOUNT

17880

PAYMENT  
RECORD

HOCKLEY COUNTY  
624 AVENUE H, SUITE 101  
LEVELLAND, TX 79336-3706  
(806)894-4938



AIMBANK  
LEVELLAND, TEXAS  
88-2106/1113

017871  
17871

06/09/2018

\$884.79

DATE

AMOUNT

PAY TO THE  
ORDER OF

\*\*\*\*\*884 79

DOLLARS CENTS

RANDOLPH DANNY & ALLISON

TAX ACCOUNT

AUTHORIZED SIGNATURE

⑈017871⑈ ⑆111321063⑆ ⑆659746⑈

REFUND POSTING CLERK-TB  
HOCKLEY COUNTY TAX ACCOUNT

017871  
17871

RANDOLPH DANNY & ALLISON

06/09/2018

\$884.79  
583.02  
175.20  
124.24  
2.33

SSD REF R56148 2016054944  
01 REF R56148 2016054944  
50 REF R56148 2016054944  
60 REF R56148 2016054944  
PRIOR YEAR REFUND 2016054944  
\*REFUND DUE TO AN ASSESSMENT CORRECTION\*

*foc  
2016  
Add  
Homestead*

HOCKLEY COUNTY TAX ACCOUNT

17871

PAYMENT  
RECORD

VOL. 66 PAGE 797

WHITCO CHECKS - AMARILLO

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes,  
0 Votes No, that Commissioners' Court approve the Tax Deed for property known as 1605 Malachi,  
Sundown Texas to be purchased by Jose Chavira and Lizette Chavira for the amount of One Thousand  
Dollars (\$1,000.00) as per Tax Deed recorded below.**



OFFICE OF

**YVONNE GIPSON**  
CHIEF DEPUTY

Email:  
propertytax@hockleycounty.org

To Pay Online:  
www.certifiedpayments.net  
Bureau Code - 7802096

**DEBRA C. BRAMLETT**

HOCKLEY COUNTY  
TAX ASSESSOR  
LEVELLAND, TEXAS

Mailing Address:

624 Ave. H, Suite 101  
Levelland, TX 79336

PHONE: (806) 894-4938  
FAX: (806) 894-1102

May 31, 2018

HOCKLEY COUNTY COURTHOUSE  
802 HOUSTON  
LEVELLAND, TX. 79336  
ATTN: SHARLA BALDRIDGE

**RE: MAVERICK CSL (BSB), LGE 39, TR 66, TR 25, AB171, ACRES .160 (50' X 138') ALSO KNOWN AS 1605 MALACHI, SUNDOWN, TX.**

To whom it may concern;

Enclosed is the TAX DEED for the above referenced property. Please sign and return to our office. If you have questions or concerns, feel free to contact us. Thank you.

Sincerely,

Debra C. Bramlett  
Hockley County Tax Assessor Collector

Enc

RETURN TO: Jose Chavira and Lizette Chavira, 115 Hartford Avenue,  
Levelland, Texas 79336;

TAX DEED

STATE OF TEXAS §

COUNTY OF HOCKLEY §

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:

1. YOUR SOCIAL SECURITY NUMBER, OR
2. YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, by certain Order of Sale issued out of the 286<sup>th</sup> District  
Court, Judicial District Court of Hockley County, Texas, on the 9<sup>th</sup> day of May,  
2002, the Clerk thereof, in Cause No. 93-07-1834; styled

SUNDOWN INDEPENDENT SCHOOL DISTRICT, ET AL

V.

JOHN WORKMAN

and delivered to the Sheriff of the County and State aforesaid, commanding and  
directing him to seize, levy upon and sell as under execution the hereinafter  
described real property to satisfy the amount of all delinquent taxes, penalties,  
interest and costs which were secured by the foreclosed tax liens on such real  
property as established and provided by a certain judgment rendered in such cause  
on the 28<sup>th</sup> day of January, 1998, in favor of Hockley County, et al, Plaintiffs  
therein, against John Workman.

WHEREAS, on the 9<sup>th</sup> day of May, 2002, in obedience to said Order of  
Sale, the Sheriff of the County and State aforesaid did seize and levy on the  
hereinafter described real property and all the estate, right, title and interest or  
claims which said Defendant(s) on the 28<sup>th</sup> day of January, 1998, had of, in and  
to, and since that time had of, in and to the hereinafter described real property;  
and on the first Tuesday of June, 2002, A.D., it being the 1<sup>st</sup> Tuesday of the  
month, between the hours of 10:00 a.m. and 4:00 p.m. as prescribed by law for  
Sheriff's sales, did offer to sell such real property at public auction in the County  
of Hockley at the door of the courthouse thereof in the City of Levelland, Texas,  
having first given public notice of the authority by virtue of which said sale was  
to be made, the time of levy, the time and place and a description of the property



that was to be sold, together with other information required by law, by causing and advertisement thereof to be published in a newspaper for such purposes; and

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 judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the State Property Tax Code, was struck off to the HOCKLEY COUNTY, et al, in trust for the use and benefit of itself and each of which taxing districts were parties to such tax suit and which were by said judgment adjudged to have valid tax liens against such real property, such Sheriff's Sale being evidenced by that one Sheriff's Deed recorded in Volume 696 Page 333, on the 2<sup>nd</sup> day of July, 2002, in the Official Public Records of Hockley County, Texas, reference to which is hereby made for a better description of said Sheriff's Deed; and,

WHEREAS, pursuant to Sections 34.05 of the Texas Property Tax Code, it has been determined by the Board of Directors of the Hockley County, acting for itself and on behalf of the entities for which it collects ad valorem taxes, pursuant to the contracts between them, to be most advantageous to the above named taxing authorities, which were parties to said tax liens against such real property, to sell said real property at a private sale subject to any existing right of redemption by the Defendant in such tax suit, or any of them;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT THE, HOCKLEY COUNTY, et al, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of One Thousand Dollars and NO/100ths (\$1,000.00) said amount being the highest and best offer received at said sale, to them in hand paid by JOSE CHAVIRA AND LIZETTE CHAVIRA, whose address is 115 HARTFORD AVENUE, LEVELLAND, TEXAS 79336; receipt of which is hereby acknowledged, having conveyed and by these presents do convey, expressly subject to the right of redemption by the Defendant 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 and is now held by Hockley County, et al, in Trust, by virtue of said tax foreclosure sale and Sheriff's Deed to all those certain tracts of land described of land described as follows:

Tract~~2~~: Tract 66, Bobo Slaughter Block, League 39, Maverick SCL  
50'x138' Abstract 171, Hockley County, Texas. R19276

TO HAVE AND TO HOLD, the above described property unto the named purchaser, JOSE CHAVIRA AND LIZETTE CHAVIRA, his/her successors, heirs, and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the Hockley County, et al, can convey the above described real property by virtue of

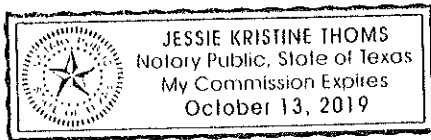
said judgment and said Order of Sale and said Section 34.05 of the Texas Property Tax Code.

EXECUTED this the 23<sup>rd</sup> day of April, 2018.

Sundown Independent School District

[Signature]  
President of Sundown Independent School District

This instrument was acknowledged before me on the 23<sup>rd</sup> day of April, 2018, by Joe Hinson, in his capacity as President for Sundown Independent School District.

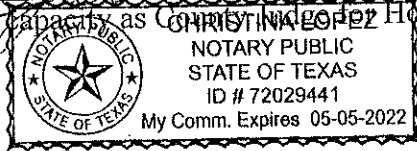


[Signature]  
Notary Public, State of Texas

Hockley County

[Signature]  
County Judge of Hockley County

This instrument was acknowledged before me on the 18<sup>th</sup> day of June, 2018, by Charla Baldrige, in his capacity as County Judge of Hockley County here.

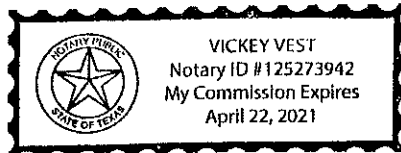


[Signature]  
Notary Public, State of Texas

South Plains College

[Signature]  
Administrator for South Plains College

This instrument was acknowledged before me on the 23<sup>rd</sup> day of May, 2018, by Teresa Green, in his capacity as Administrator for South Plains College.

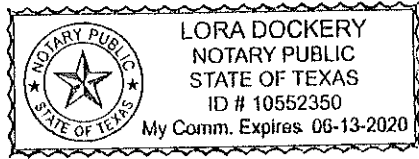


[Signature]  
Notary Public, State of Texas

City of Sundown

*Justin Spauld*  
Mayor for City of Sundown

This instrument was acknowledged before me on the 14th day of May, 2018, by Jonathan Strickland, in his capacity as Mayor for City of Sundown.



*Lora Dockery*  
Notary Public, State of Texas

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

The foregoing Minutes of a Commissioner's Court meeting held on the 18<sup>th</sup>  
day of June, A. D. 2018, was examined by me and approved.

Curtis Araul  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner, Precinct No. 3

Ramy Carter  
Commissioner, Precinct No. 2

Absent  
Commissioner, Precinct No. 4

Charla Buldrige  
County Judge

Jennifer Palermo  
JENNIFER PALERMO, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

