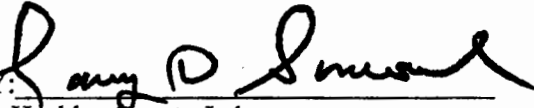


**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 11<sup>TH</sup> day of August, 2014, 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, July 28, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through August 11, 2014.
3. Consider and take necessary action to approve refund of ad valorem taxes.
4. Consider and take necessary action to approve resale bids for properties in Anton and Levelland.
5. Consider and take necessary action to approve the Contract for Election Services and Joint Election Agreement between Hockley County and High Plains Underground Water Conservation District No. 1.

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

BY:   
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 8<sup>TH</sup> day of August, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 8<sup>TH</sup> day of August, 2014.

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

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

**AUG 08 2014**

  
County Clerk, Hockley County, Texas

VOL. 61 PAGE 303

SPECIAL MEETING  
AUGUST 11, 2014

Be it remembered that on this the 11th day of August A.D. 2014, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls (ABSENT)	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

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,  
3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 28<sup>th</sup> day of July, A.D. 2014, 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 August 11, A. D. 2014, be approved and stand as read.

Motion by Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 votes No, that Commissioners' Court approve the tax refund in the amount of Five Hundred Ninety Three Dollars and Eighty Four Cents, (\$593.84) to Ropes Farmers Coop, as per request of Debra Bramlett, Tax Assessor/Collector.

**Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the resale bid of Two Thousand Five Hundred Dollars (\$2500.00) to Manuela Ramirez for property known as Lot 5 S 52' Blk. 1, Goodrich & Blake, Levelland, approve the resale bid of Four Hundred Dollars(\$400.00) to James Goen, for property known as Lot 21 & 22-24, Blk. 61, OT Anton, approve the resale bid of Three Hundred Dollars (\$300.00) to Jesus Sias, for property known as, Lot 1 -2, Blk. 47, OT Anton, as per Bids recorded below.**



OFFICE OF

**DEBRA C. BRAMLETT**

COUNTY TAX ASSESSOR  
HOCKLEY COUNTY  
LEVELLAND, TEXAS

ADDRESS ALL CORRESPONDENCE TO

802 HOUSTON ST., SUITE 106

LEVELLAND, TX 79336

PHONE: (806) 894-4938

FAX: (806) 894-1102

**YVONNE GIPSON**  
CHIEF DEPUTY

email:  
propertytax@hockleycounty.org

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

July 23, 2014

To all Concerned Entities:

RE: Goodrich & Blake (Lev) Block 1, Lot 5 S 52' (310 West Ave)

We have received a bid in our office for the above property from Manuela Ramirez in the amount of \$2500.00. We have submitted the bid to the Levelland City Council and it has been approved by them. At this time I am submitting the bid to your entity for your consideration. Once you have made your decision on this bid for Mrs. Ramirez please let me know of your decision, so I can notify Mrs. Ramirez. Thank you for your time and consideration.

Sincerely

Debra C Bramlett  
Hockley County Tax Assessor Collector  
Enc/

VOL. 61 PAGE 306

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

4/3/14  
(DATE)

Manuela Ramirez  
(NAME)

\$2,500  
AMT OF BID

503 Ave E.  
ADDRESS-P.O. BOX OR STREET

Levelland, Tx 79336  
CITY STATE & ZIP CODE

(800) 891-7628  
PHONE NUMBER

Block 1, Lot 5952', 310 West Ave.  
LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY

Our reasons for our bid are: we don't  
LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY AND YOUR BID

Know the condition the building is in

on the inside, and we don't know what condition  
the sewer and gas lines.  
THANK YOU FOR YOUR BID

CHRISTY CLEVINGER  
HOCKLEY COUNTY TAC



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)

ADDRESS ALL CORRESPONDENCE TO  
802 HOUSTON ST., SUITE 106  
LEVELLAND, TX 79336  
PHONE: (806) 894-4938  
FAX: (806) 894-1102

**YVONNE GIPSON**  
CHIEF DEPUTY

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

July 23, 2014

To all Concerned Entities:

RE: OT Anton, Block 61, Lot 21 & Lot 22-24 (204 Lawrence Ave)

We have received a bid in our office for the above property from James Goen in the amount of \$400.00. We have submitted the bid to the Anton Independent School District and it has been approved by them. At this time I am submitting the bid to your entity for your consideration. Once you have made your decision on this bid for Mr. Goen please let me know of your decision, so I can notify Mr. Goen. Thank you for your time and consideration.

Sincerely

Debra C Bramlett  
Hockley County Tax Assessor Collector  
Enc/

VOL. 61 PAGE 308

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

3-5-2014  
(DATE)

James Goen  
(NAME)

400.00  
AMT OF BID

818 W 11<sup>th</sup> St.  
ADDRESS-P.O. BOX OR STREET

Littlefield, Tx. 79339  
CITY STATE & ZIP CODE

806-385-3300  
PHONE NUMBER

OT Anton, Block 61, Lot 21 + Lot 22-24      204 Lawrence Ave.  
LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY      Anton, Tx

LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY AND YOUR BID

THANK YOU FOR YOUR BID

CHRISTY CLEVENGER  
HOCKLEY COUNTY TAG



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  
802 HOUSTON ST., SUITE 106  
LEVELLAND, TX 79336  
PHONE: (806) 894-4938  
FAX: (806) 894-1102


July 23, 2014

To all Concerned Entities:

RE: OT Anton, Block 47, Lot 1-2 (311 Sylvan Ave)

We have received a bid in our office for the above property from Jesus Sias in the amount of \$300.00. We have submitted the bid to the Anton Independent School District and it has been approved by them. At this time I am submitting the bid to your entity for your consideration. Once you have made your decision on this bid for Mr. Sias please let me know of your decision, so I can notify Mr. Sias. Thank you for your time and consideration.

Sincerely

  
Debra C Bramlett  
Hockley County Tax Assessor Collector  
Enc/

VOL. 61 PAGE 310



BID FORM FOR RESALE OF PROPERTY

STRUCK OFF TO HOCKLEY COUNTY TAXING ENTITIES

4/10/14

(DATE)

Jesus Sias

(NAME)

\$ 300.<sup>00</sup>

AMT OF BID

P.O. BOX 334

ADDRESS-P.O. BOX OR STREET

Anton, TX 79313

CITY STATE & ZIP CODE

806-773-3111

PHONE NUMBER

311 Sylvan Ave OT Anton, Block 47 Lot 1-2

LEGAL DESCRIPTION AND PHYSICAL LOCATION OF PROPERTY

I offer \$300<sup>00</sup> cash. Because it makes the

LIST ANY SPECIAL CIRCUMSTANCES CONCERNING THE PROPERTY AND YOUR BID

Block look trashy. The property has 2ft tall

of Dead tree's all over the lot. IF that ever

THANK YOU FOR YOUR BID

catches on fire it would burn my house  
Down. I can clean it and make it  
Look <sup>really</sup> nice.

HOCKLEY COUNTY TAC

**Motion by Commissioner Carter, seconded by Commissioner Thrash,  
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract for Election  
Services and Joint Election Agreement between Hockley County and High Plains  
Underground Water Conservation District No. 1, as per Contract recorded below.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HOCKLEY     §

**CONTRACT FOR ELECTION SERVICES AND JOINT ELECTION  
AGREEMENT**

**THIS CONTRACT** made by and between Hockley County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and High Plains Underground Water Conservation District No. 1, hereinafter referred to as "District," pursuant to Texas Election Code Sections 31.092(a) for a general election to be held on November 4, 2014, and to be administered by Irene Gumula, County Clerk hereinafter referred to as "Elections Officer".

Said County is holding an election on November 4, 2014.

Said District is holding a General Election, at their expense on November 4, 2014.

The County owns an electronic voting system, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. The District desires to use the County's electronic voting system and to compensate the County for such use.

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

**I. ADMINISTRATION**

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Officer of Hockley County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The District agrees to pay Hockley County for equipment, supplies, services, and administrative costs as provided in this Contract. The Elections Officer shall serve as the administrator for the Election; however, the District shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Officer shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the District.

It is understood that other Political Subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Hockley County and the Elections Officer may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. The District agrees that other Political Subdivisions that may have territory located partially or wholly within the boundaries of the District, and in such case all

parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## **II. LEGAL DOCUMENTS**

The District shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the District's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the District, including translation to languages other than English. The District shall provide a copy of their election order and notice to the Elections Officer.

## **III. VOTING LOCATIONS**

The Elections Officer shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Hockley County. In the event a voting location is not available, the Elections Officer will arrange for use of an alternate location with the approval of the District.

If polling places are different from the polling place(s) used by the District in its most recent election, The District agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the District's polling place names and addresses in effect for election.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

The Elections Officer shall recommend election judges, alternate judges and clerks. The Elections Officer shall provide to the District a list of presiding judges and alternate judges for its election who shall be appointed by the District as required by law. Upon request by the Elections Officer, the District agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Officer shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the

necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Officer shall arrange for the training and compensation of all election judges and clerks. The Elections Officer shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Officer notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Hockley County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

#### **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Officer shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Officer shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular District, the Election Officer will order the maps and pass that charge on to that particular District.

The District shall furnish the Elections Officer a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Officer as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or the District. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or the District, and no election personnel shall be entitled to the rights, privileges, or benefits of County or District employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the District, unless considered a county employee as determined by the Hockley County Human Resources Department.

## **VI. EARLY VOTING**

The District agrees to appoint the Elections Officer as the Early Voting Clerk. The District also agrees to appoint the Elections Officer's permanent county employees as deputy early voting clerks. The District further agrees that the Elections Officer may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Hockley County pursuant to Section 83.052 of the Texas Election Code. Early Voting by personal appearance will be held at the locations, dates, and times being used for the Hockley County, Texas, Election. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the District shall be forwarded immediately by fax or courier to the Elections Officer for processing.

The Elections Officer shall, upon request, provide the District a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## **VII. EARLY VOTING BALLOT BOARD**

Hockley County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. Further, the early voting ballot board shall reconvene, as necessary, to make a determination in relation to provisional ballots as required by the Texas Election Code. The Presiding Judge, with the assistance of the Elections Officer, may appoint two or more additional members to constitute the EVBB. The Elections Officer shall determine the number of EVBB members required to efficiently process the early voting ballots.

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Officer shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

1. Counting Station Manager
2. Tabulation Supervisor
3. Presiding Judge

The Elections Officer will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial results to the District as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

#### **IX. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula, which is based on the cost per polling place. Costs for polling places shared by County, District, and other Political Subdivisions shall be divided proportionately among the participants utilizing that polling place.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be divided equally among the participants utilizing each polling location.

#### **X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

The District may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The District is fully liable for any expenses incurred by Hockley County on behalf of the District. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

#### **XI. RECORDS OF THE ELECTION**

The Elections Officer is hereby appointed joint general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Officer or at an alternate facility used for storage of county records. The Elections Officer shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Officer shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority

to bring to the attention of the Elections Officer any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

## **XII. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. The District agrees that any recount shall take place at the offices of the Elections Officer, and that the Elections Officer shall serve as Recount Supervisor and the District's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Officer agrees to provide advisory services to the District as necessary to conduct a proper recount.

## **XIII. MISCELLANEOUS PROVISIONS**

1. The Elections Officer shall file copies of this document with the Hockley County Treasurer and the Hockley County Auditor in accordance with Section 31.099 of the Texas Election Code.

2. In the event that legal action is filed contesting the District's election under Title 14 of the Texas Election Code, the District shall choose and provide, at its own expense, legal counsel for the County, the Elections Officer, and additional election personnel as necessary.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. The parties agree that under the Constitution and laws of the State of Texas, neither Hockley County nor the District can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

5. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hockley County, Texas.

6. In the event of one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

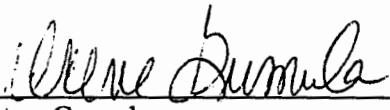
8. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

**IN TESTIMONY HEREOF**, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this 11<sup>th</sup> day of August, 2014, been executed on behalf of Hockley County by the Elections Officer pursuant to the Texas Election Code so authorizing; and

HOCKLEY COUNTY, TEXAS

By:   
Irene Gumula  
County Clerk and Elections Officer


2. It has on this 9<sup>th</sup> day of September, 2014, been executed on behalf of the District by its Presiding Officer or authorized representative, pursuant to an action of the District so authorizing.

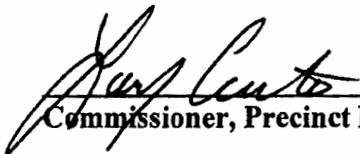
HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT NO. 1:

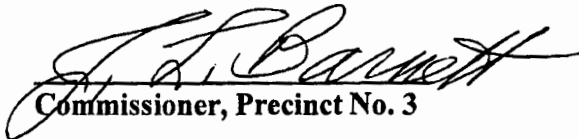
By: \_\_\_\_\_  
Lynn Tate  
Board President

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 11<sup>th</sup>  
day of August, A. D. 2014, was examined by me and approved.

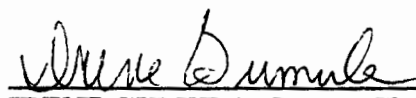
  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 2

  
Commissioner, Precinct No. 3

absent  
Commissioner Precinct No. 4

absent  
County Judge

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